

**RESOLUTION CC 2020-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING THE A TENTATIVE AGREEMENT FOR A SUCCESSOR MEMORANDUM OF UNDERSTANDING (MOU) TO THE GLENDORA POLICE MANAGEMENT ASSOCIATION (PMA).**

**THE CITY COUNCIL  
City of Glendora, California**

**THE CITY COUNCIL OF THE CITY OF GLENDORA DOES HEREBY RESOLVE AS FOLLOWS:**

**WHEREAS**, the representatives of the City of Glendora and the Glendora Police Management Association (PMA) met and negotiated regarding various terms and conditions of a Tentative Agreement (TA) for a successor MOU attached hereto and incorporated herein by reference; and

**WHEREAS**, representatives from PMA and the City in compliance with Meyers-Milias-Brown Act (MMBA) will continue to negotiate changes to a successor MOU and return to council at a future date.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** That the City Council approves the Tentative Agreement for a successor Memorandum of Understanding between the City of Glendora and the Glendora Police Management Association attached as Exhibit A.

**SECTION 2.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same into the Book of Original Resolutions and that this Resolution shall take effect and be in force on this date.

**SECTION 3.** The City Clerk is hereby directed to forward a copy of this Resolution to the Administrative Services Director.

**APPROVED and PASSED** this 14<sup>th</sup> day of July, 2020.

City Council of Glendora, California

BY:   
MICHEAL ALLAWOS, Mayor

APPROVED AS TO FORM:

Aleshire & Wynder, LLP



WILLIAM W. WYNDER, City Attorney

**CERTIFICATION**

I, Kathleen R. Sessman, City Clerk/Communications Director of the City of Glendora, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 14<sup>th</sup> day of July, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:	Boyer, Fredendall, Thompson, Davis, and Allawos
NOES:	COUNCIL MEMBERS:	None.
ABSENT:	COUNCIL MEMBERS:	None.
ABSTAIN:	COUNCIL MEMBERS:	None.

Dated: July 15, 2020

  
KATHLEEN R. SESSMAN,  
City Clerk/Communications Director

**TENTATIVE AGREEMENT PURSUANT TO GOVERNMENT CODE § 3505.1  
BY AND BETWEEN CITY OF GLENDORA & THE GLENDORA POLICE  
MANAGEMENT ASSOCIATION (PMA)**

That certain MEMORANDUM OF UNDERSTANDING ("MOU") by and between the CITY OF GLENDORA, a general law city & municipal corporation ("City" or "Glendora"), and Glendora Police Management Association ("Association") (collectively the "Parties") was scheduled to expire on or about June 30, 2020. On or about July 3, 2020, the parties reached a tentative agreement on select terms for a successor Memorandum of Understanding (the "New MOU"), the deal points of which are set forth below and affirmed by the parties by and through the execution of this formal written Tentative Agreement between the parties' labor representatives.

This Tentative Agreement was ratified by the association on July 3, 2020. This Tentative Agreement represents a joint recommendation from the negotiation teams of both City and Association to City's City Council. This Tentative Agreement, however, shall not become effective until accepted, approved, and adopted by City's City Council as specified in California Government Code § 3505.1, which provides:

"If a tentative agreement is reached by the authorized representatives of the public agency and a recognized employee organization or recognized employee organizations, the governing body shall vote to accept or reject the tentative agreement within 30 days of the date it is first considered at a duly noticed public meeting. A decision by the governing body to reject the tentative agreement shall not bar the filing of a charge of unfair practice for failure to meet and confer in good faith. If the governing body adopts the tentative agreement, the parties shall jointly prepare a written memorandum of understanding." (Emphasis added.)

All terms and conditions of the MOU shall be maintained unless expressly modified or changed herein and until a New MOU is fully negotiated, reduced to a writing, accepted, approved, and adopted by City's City Council.

**TENTATIVE AGREEMENT DEAL POINTS**

1. **TERM (Article 6)**  
Three and one-half (3 ½) year MOU (July 1, 2020 through January 31, 2024)
2. **SHIFT DIFFERENTIAL (NEW PROVISION)**  
Add sub-section to Section C, denoting 2.5% pay for staff assigned to patrol working the 5:10 p.m. to 5:30 a.m. shift.
3. **WAGES (Article 9)**
  - a. Effective the first full pay period commencing on or after August 1, 2020, base salaries shall be increased by 0%.
  - b. Effective the first full pay period commencing on or after July 1, 2021, base salaries shall be increased by 1.0%.
  - c. Effective the first full pay period commencing on or after July 1, 2022, base salaries shall be increased by 1.5%.
  - d. Effective the first full pay period commencing on or after July 1, 2023, base salaries shall be increased by 0%.

4. SPECIAL ASSIGNMENT PAY (NEW Provision)

- a. Sergeants and Lieutenants regularly assigned to the Detective Bureau shall receive additional salary compensation of 5%.
- b. Sergeants and Lieutenants shall retain 2.5% after regular assignment in the Detective Bureau ends. The 2.5% retention is a maximum amount and will not be cumulative. Employees may only receive pay for special assignment or retention, but not both. Sergeants and Lieutenants who have previously been assigned to the Detective Bureau as a Sergeant or Lieutenant shall be eligible for the 2.5% retention pay.
- c. This provision shall eliminate Article 31 – Non-patrol Management Compensation. The flat amount will become a percentage based on the proposal.
- d. Special assignment pay, and/or special assignment retention pay, shall not be carried over when an employee promotes from a position within the Police Officer Association unit to a position within the Police Management Association unit.

5. EDUCATION PAY (Article 36)

Education. Members with a BA or BS degree will receive 3.0% additional pay and Members with a MA or MS degree will receive 5.5% in additional pay. Education pay is not cumulative, and an employee shall receive the highest amount for which he or she qualifies.

Changes are effective the first full pay period following approval of this tentative agreement by the City Council.

6. PEACE OFFICER STANDARDS AND TRAINING (POST) PAY (NEW Provision)

Employees who obtain and maintain a POST Supervisory Certificate are eligible to receive POST Certification Pay in the amount of \$400 per month in additional compensation to base salary. Employees who obtain and maintain a POST Management Certificate, are eligible to receive POST Certification Pay in the amount of \$600 per month in additional compensation to base salary. An eligible member shall receive such pay for either the Supervisory or Management Certificate, but not both.

7. UNIFORMS (Article 18)

The amount of the annual allowance shall be \$1,050.00 paid in equal installments through the City's payroll process. The monthly installments shall commence in the first full pay period in August 2020.

Revise language to:

*Eligible members shall receive a uniform allowance of \$87.50 per month (annual equivalent is \$1,050) upon successful completion of one (1) year of employment. The allowance shall be paid through the City's normal payroll process. To be eligible for the Uniform Allowance, members must purchase and maintain uniforms or other articles of clothing designated as required by the Chief of Police and/or those currently listed in Police Department Policy. If required uniforms or other articles of clothing are not maintained, the City may remove the Uniform Allowance at any time. Safety equipment, uniforms or personal clothing damaged in the line of duty will be repaired or replaced at City expense with the approval of the Chief of Police or the Chief's designee.*

**8. SPECIAL ENFORCEMENT TEAM (FSET) BONUS (Article 38)**

Revise current language to:

*Sergeants and Lieutenants who belong to the Foothills Special Enforcement Team (FSET) and who pass the annual physical agility test shall receive a bonus amount of \$150 per month.*

**9. VACATION LEAVE (Article 17)**

Delete obsolete language – *"Captains receive (24) hours of management comp time off (MCTO) per fiscal year which must be used during each year with no credit given at termination. This provision shall not apply to any individual appointed to the classification of Captain after June 26, 2012."*

**10. IRS Section 125 and 129 (Article 10) – Propose clarifying language:**

*Eligible employees shall be provided with the opportunity to choose between paying premiums on a pre-tax or after tax basis for medical insurance, dental insurance, vision insurance, voluntary life (to the IRS specified limit), accidental death and dismemberment insurance and/or dependent care premiums. The City retains the right to structure the plan and select the third-party administrator as necessary.*

**11. LONGEVITY PAY (Article 37)**

Revise current language as follows:

*Employees are eligible for Longevity Pay of \$400 per month upon completion of fifteen (15) years of continuous full-time employment with the City of Glendora Police Department.*

**12. SERGEANT AND CAPTAIN PAY:**

The City and PMA shall continue to meet and discuss the pay for Sergeant and Captain following implementation of the provisions contained in this Tentative Agreement.

**13. FLEXIBLE BENEFIT PLAN/HEALTH INSURANCE (Article 11)**

This Agreement establishes the Medical Task Force, which PMA has already participated in, and the parties agree to continue exploring other medical benefit plan options outside of CalPERs Health.

**14. LIKE ARTICLES TO BE COMBINED AND LARGER ARTICLES WILL INCLUDE SUBSECTIONS:**

- A. Special Pays and Differentials (New Article Name): Combine Article 36 – Education pay, Article 38 – Special Enforcement Team (FSET) bonus, new Shift Differential (item #2) and new Special Assignment Pay provision (item #4).
- B. Expense, Tuition and Membership Reimbursements (New Article Name): Combine Article 25 – Compensation for Vehicle Use, Article 34 Meal Reimbursement, Article 13 – Community and Service and Article 26 – Tuition Reimbursement
- C. Leave Provisions (New Article Name): Combine Article 12, Bereavement Leave, Article 16, Holidays, Article 17, Vacation, Article 19, Jury Duty, Article 20 Personal Emergency leave and Family Illness Leave, Article 24, Sick Leave, and Article 33, Pregnancy leave.
- D. Medical, Dental and Other Benefits (new Article Name): Combine Article 11 – Flexible Benefit Plan and Article 29 – Life Insurance.

E. Pre-Discipline, Discipline and Appeals (new Article Name): Combine Article 27 Discipline and Article 40 – Personnel Rule 9.0 Pre-Discipline, Discipline and Appeals Procedure.

15. RENAME ARTICLES FOR CLARITY:

- A. Article 42 – Personnel Rule 6.0 Probation – Rename to Probationary Period
- B. Article 41 -- Personnel Rule 4.5 Salary Step Advancement – Rename to Promotional Step Advancement.
- C. Article 8 – Hours – rename to Work Hours and Overtime

16. MOU ORGANIZATION:

Once Articles are renamed and combined, remove article numbering from all provisions and organize alphabetically with the exception of the following articles which will be the first three (3) articles: Purpose, Recognition, Term.

17. LANGUAGE CLEAN UP:

The City proposes to clean up language for the purpose of clarity and conciseness, provided that the clean-up does not change the meaning, purpose or intent of any provision(s) contained within the Memorandum of Understanding between the parties. The City shall notify PMA of all cleanup and provide the specific changes in the format agreed upon (e.g., tracked changes documents, etc.).

[SIGNATURES ON FOLLOWING PAGE]

The parties agree to this tentative agreement (TA) on this 3rd day of July 2020.

CITY OF GLENDORA


Dated: 7-7-2020

By:   
Adam Raymond  
City Manager

Dated: 7/7/2020

By:   
June Overholt  
Administrative Services Director

APPROVED AS TO FORM:

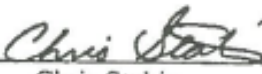
  
William Wynder  
City Attorney

ATTEST:

  
Kathleen R. Sessman  
City Clerk/Communications Director

GLENDORA POLICE MANAGEMENT ASSOCIATION (PMA)

Dated: 7-6-20

By:   
Chris Stabio  
PMA President