

RESOLUTION CC 2018-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING THE 2018-2020 MEMORANDUM OF UNDERSTANDING AGREEMENT WITH THE GLENDORA POLICE MANAGEMENT ASSOCIATION.

**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 a 2018-2020 Memorandum of Understanding, which was voted upon and approved by the PMA membership.

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

SECTION 1. That the City Council approves the 2018-2020 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 Human Resources and Risk Management Director.

APPROVED and PASSED this 14th day of August, 2018.

City Council of Glendora, California

BY: 
MENDELL THOMPSON, Mayor

APPROVED AS TO FORM:
Aleshire & Wynder, LLC



WILLIAM W. WYNDER, City Attorney

CERTIFICATION

I, Kathleen R. Sessman, City Clerk 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 14th day of August, 2018, by the following vote:

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

Dated: August 15, 2018



KATHLEEN R. SESSMAN, City Clerk

EXHIBIT A



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE GLENDORA POLICE MANAGEMENT ASSOCIATION

AND

THE CITY OF GLENDORA

JULY 1, 2018 - JUNE 30, 2020

**Approved by the Glendora City Council
on August 14, 2018**

Resolution CC 2018-38

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POLICE MANAGEMENT ASSOCIATION MOU
7/1/18- 6/30/20**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENORA POLICE MANAGEMENT ASSOCIATION & THE CITY OF GLENORA
TWO YEAR TERM: JULY 1, 2018 – JUNE 30, 2020**

ARTICLE 1 - PURPOSE

It is the purpose of this Memorandum of Understanding to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours and other terms and conditions of employment of the employees covered hereby, which understanding the parties intend jointly to submit and recommend for approval and implementation to the Glendora City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties unless and until said Glendora City Council acts, by majority vote, formally to approve said Memorandum of Understanding.

ARTICLE 2 - RECOGNITION

Pursuant to the provisions of the City's Employee Relations Ordinance, the City of Glendora hereby recognizes the Glendora Police Management Association as the certified bargaining representative for sergeants, lieutenants and captains of the Glendora Police Department.

ARTICLE 3 - NON-DISCRIMINATION

The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.

The Association and the City agree that they shall not illegally discriminate against any employee because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other basis protected by law and shall act affirmatively to accomplish equal employment opportunities for all employees. The Association and the City shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal antidiscrimination laws.

ARTICLE 4 - CITY RIGHTS

It is understood that all rights, powers and authority possessed by the City prior to the execution of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City. Such rights include, but are not limited to, determinations as to appropriate levels of service; consideration of the merits, necessity or organization of any service; determining the missions of its constituent departments;

setting standards of service; determining manning requirements; assigning and approving overtime; determining the procedures and standard of selection for employment and promotion; directing its employees; contracting for any work or operation; determining the number and location of work stations; determining employee performance standards including but not limited to, quality and quantity standards; determining the methods, means and personnel by which government operations are to be conducted; determining the content of job classifications; taking disciplinary action up to and including discharge for cause; relieving employees from duty because of lack of work or other economic reasons; taking all necessary actions to carry out its missions in emergencies, including the determination of whether or not an emergency exists; exercising control and discretion over its organization and the technology of performing its work, and establishing reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services.

ARTICLE 5 - GLENDORA POLICE MANAGEMENT ASSOCIATION RIGHTS

It is understood and agreed that the Glendora Police Management Association has the right to:

- A. Represent unit members at meet and confer sessions with Management representatives regarding wages, hours, and other terms and conditions of employment as the certified bargaining representative.
- B. Inspect an employee's personnel file at a reasonable time, by appointment, during normal business hours, provided the employee is present. The Association may not inspect background investigation material obtained from other employers and agencies at the time the employee was hired.
- C. Use City facilities for membership meetings and conferences upon reasonable advance notice to the appropriate City official, subject to applicable City regulations and availability. No Association meetings to interview and/or to endorse political candidates will be held within the Police Department or the Glendora City Hall building including the City Council chambers. Association may book and use other City facilities for such political purposes subject to the required facility use and insurance rules, and City will waive any applicable rental fees. However, Association meetings that are not utilized to interview and/or to endorse political candidates may be held at the Police Department, City Hall or other City facilities, subject to the facility use being pre-approved and availability, but without showing of insurance or payment of rental fees, unless rental fees are imposed upon the City for use of the facility. The Association shall pay any such rental fees.
- D. In compliance with *Janus v. AFSCME* 585 U.S. ____ (2018) and California Senate Bill No. 866, upon written authorization by each Member, the City shall, on behalf of the Glendora Police Management Association, deduct monthly Association dues from the Members' salary.

ARTICLE 6 - TERM

The term of this Memorandum of Understanding shall commence on July 1, 2018 and shall supersede any other agreements in effect at that time. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12 midnight on June 30, 2020.

ARTICLE 7 - NO STRIKE

- A. It is agreed and understood that there will be no concerted strike, sympathy strike, work stoppage, slowdown, obstructive picketing, or concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement. Compliance with the request of other labor organizations to engage in such activities is included in this prohibition.
- B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing its members not to engage in any strike, sympathy strike, work stoppage, slowdown, or obstructive picketing. If such should occur, the Association agrees in good faith to actively take affirmative action to cause those employees to cease such action.
- C. It is agreed and understood that any employee concertedly violating this Article may be subject to disciplinary action up to and including discharge.
- D. The expiration or violation of this Agreement shall not prejudice the City's right to assert the illegality of any such activities mentioned above if engaged in by the Association or employees.

ARTICLE 8 - HOURS

- A. Definitions - Work Shift
 - 1. The work period for employees covered by the MOU will be 160 hours in a 28 day work period as defined below:
 - a. Members working patrol will work shifts designed to provide optimal public safety coverage and service to the community. The following schedules are available to be assigned and may be changed as deemed necessary by the Chief of Police, provided that he/she will meet and confer with the GPMA and a 30 day notice be provided before changes are implemented. The 30 day notice can be waived in the event of a natural disaster or other citywide emergency/crime spree that threatens public safety.

- b. Members working patrol will work 3 consecutive 12 1/3-hour shifts and will be required to work one additional 12-hour shift each 28-day work period.
- c. Members not working patrol will work either a 4/10 or 9/80 schedule at the discretion of the Chief of Police. Non-patrol Members will receive a 30 minute lunch period included in their assigned work day. They may also take another 30 minute meal break that is uncompensated.

The parties agree that the work schedule for the classification of Captain shall be established as determined at the sole discretion of the Chief of Police.

- d. With the exception of the schedule for Captain, other schedules as may be agreed to between the Chief of Police and the GPMA.
- e. DISASTER SHIFT SCHEDULE: Patrol employees will be assigned 12 hours on/12 hours off. Some Members may be assigned to overlap shifts of 8 or 10 hours as needed to properly staff and manage the emergency. This deployment will be discontinued at the direction of the Chief once the disaster has been controlled and the City returns to normal operations.

B. Rules Governing Overtime

1. Supervisorial Authority

A supervisory Member shall have the authority to exercise control over a subordinate's work hours for the purpose of assuring adequate staffing to meet Department needs. A Member may award CTO instead of paid overtime, provided that he shall notify the subordinate in advance. All such CTO must be used during the same pay period in which it was accrued or within the following pay period.

2. Accumulation of Comp Time Off (CTO)

Sergeants or lieutenants may accumulate a maximum of 100 hours of CTO subject to current departmental rules regulating the scheduling of compensatory time off. All time accumulated above 100 hours shall be compensated for by pay. At the first pay period in June of each year, all accumulated CTO will be paid off at the current rate of pay. Members may carry over up to 40 hours into the next fiscal year.

3. Overtime Calculation

All paid leaves shall be considered as time worked for purposes of overtime calculation.

C. Compensation Schedule

1. Captains are not eligible for overtime compensation or CTO. Upon promotion to Captain, existing CTO hours may be retained or cashed out at the employee's option and at the employee's current rate of pay as a Captain.

2. Time and One-Half Compensation

Sergeants and lieutenants will receive one and one-half their normal hourly rate for:

- a. Involuntary hours worked in excess of their normal daily work shift.
- b. Involuntary work in excess of 171 hours in a work period.
- c. Off duty court appearances or administrative hearings will be compensated at a 3 hour minimum or for actual hours spent in court, whichever is longer. Travel time to Pomona and Citrus Courts will not be compensated. All other required appearances on behalf of the City will include normal travel time.
- d. Range attendance, off duty, when pre-approved by a Captain, will be compensated for time actually spent at the range with a minimum rate of two hours.
- e. Special Duty Compensation

Sergeants or lieutenants who work special duty assignments shall not receive CTO, but be paid cash only.

Special duty assignments will have a three hour minimum and, whenever possible, they will be filled on a voluntary basis.

When there are too few volunteers for the special duty assignments available, the Field Operations Commander or the Chief shall have the authority to assign members to provide necessary coverage.

A member may be assigned to special duty whenever three or more officers have been assigned to the same event.

f. Training/Travel Time

When a Member is assigned to training or other outside administrative duties, he/she will, to the extent possible, have his/her work period adjusted by his/her immediate supervisor to travel on duty time. Overtime for travel/training may be awarded whenever adjustment of work hours is not feasible or practical.

Members, who request non-assigned training, are subject to the discretionary approval of the Chief of Police for compensation.

3. Straight Time Compensation

Sergeants and lieutenants will receive straight time for:

a. Extradition

If extradition duties are conducted during the normal work week, a maximum of four hours straight time will be paid regardless of the number of hours involved over eight hours per 24 hour period. If extradition duties are conducted entirely while the Member is off duty, he/she will be compensated at straight time for the hours worked to a maximum of 12 hours per 24 hour period.

b. On Call Status

Members who have been subpoenaed into court, workers' compensation hearings, DMV hearings, or summoned by the District Attorney or City legal counsel, of which they are not a party, on an "on call" status, shall receive 3 hours of compensation for all time spent on call prior to noon and 3 hours of compensation for all time spent on call after noon.

D. Days/Hours

Any reference to "day" in this or any other section of the MOU shall be changed to the hourly equivalent of eight (8) hours.

ARTICLE 9 - WAGES

A. Effective the first payroll period commencing on or after July 1, 2018, Members shall receive a 4.0% base salary increase.

Effective the first payroll period commencing on or after July 1, 2019, Members shall receive a 4.0% base salary increase.

All Members on the City's payroll as of the date of adoption by the City Council of this Memorandum of Understanding ("MOU") are eligible to receive up to a maximum of two (2) off-schedule lump sum employee retention payments (not

subject to CalPERS treatment as "special compensation"), as follows: one (1) payment in the amount of \$2,000 to be paid within forty-five (45) of the date of adoption by the City Council of this MOU, and one (1) \$4,000 payment to all Members on the City's payroll as of January 1, 2019, shall be paid the first payroll period commencing on or after January 1, 2019.

- B. Members may contribute wage earnings into a City deferred compensation plan up to the maximum amount allowed by law.

ARTICLE 10 - IRS SECTION 125 AND 129

City will continue to include GPMA to the current City provided IRS Section 125 and Section 129 plans to allow employees within this group the option to set aside pretax salary for excess premium costs for health and dental insurance and other eligible costs, with the understanding that any service or administration fees for a third party administrator will be employee costs and with the added condition that the Finance Department can accommodate implementation without additional administrative burden. The City retains the right to structure the plan and select the third party administrator as necessary.

ARTICLE 11 - FLEXIBLE BENEFIT PLAN

A. Flexible Benefits:

1. Sworn Employees shall receive a flexible benefit amount of \$1,155 + 1.5% of base salary per month to be applied to benefits described in Article 11.
 - a. Any and all amounts in excess of \$1,005 per month shall not be convertible to cash (cash out).
2. Effective July 1, 2019, Members are allotted a flexible benefit amount of \$1,400 + 1.5% of base salary per month to be applied to benefits described in Article 11. Cash out provisions remain the same as allowed in Section A(1)a.
3. For Members (including any Sworn Member previously covered under POA MOU) hired by the City of Glendora on or after January 1, 2018, none of the flexible benefit amount in Section A(1)a, above, is convertible to cash as otherwise may be allowed in any subsection of Article 11 and none of the flexible benefit is eligible for deposit into a Deferred Compensation Plan as otherwise may be allowed in any subsection of Article 11.

B. Allocation of Flexible Benefit Amounts: The Member will designate how the flexible benefit amount will be allocated for medical insurance, dental insurance, vision coverage, CLEA, cash (which is taxable), deferred compensation (Medicare taxable) or additional life insurance, subject to the following provisions:

1. Required Coverage:

a. Medical Coverage:

The City will maintain its contract with CalPERS to provide coverage under the Public Employees' Medical and Hospital Care Act (PEMHCA), including Section 22821. Section 22821 allows continuation of medical plan availability for survivors of an employee at the survivor's expense. City will not contribute to any premium under Section 22821. Annuitants may participate in PEMHCA plans at their cost subject to CalPERS regulations. The City pays the required employer contribution amount for eligible Annuitants (currently \$133/month). Annuitants who opt out are not eligible to take this payment as cash.

A Member is required to carry one of the City's designated medical plans unless he or she opts out. To the extent any premium exceeds the flexible benefit amount the employee will pay the additional cost.

b. Circumstances Under Which an Employee May Opt Out of City Coverage:

A Member may opt out of the City's designated medical plans during the annual open enrollment period by signing a written waiver each year. If the employee provides a written waiver and documentation confirming that he/she is enrolled in an alternative group health plan that satisfies the Patient Protection and Affordable Care Act's (ACA) group health plan mandates, that employee will also be entitled to the flexible benefit as described in Section A.

c. It is mandatory for Members to enroll in the City's designated **dental** plan, unless waived with proof of other comparable insurance coverage, with optional dependent coverage applied to the Flexible Benefit Plan or at employee's cost

d. Members are required to carry **long-term disability** (LTD) insurance, and all PMA members are enrolled in the California Law Enforcement Association (CLEA) LTD plan. The City will deduct the prescribed monthly premium for each PMA member, as an after tax deduction, from the member's paycheck. This monthly LTD premium, divided in half, will be added to the current twice a month check made payable to the PMA.

The PMA will handle all enrollments and financial transactions for the PMA members enrolled in CLEA, and the City will only be responsible for deducting and conveying those prescribed monthly premiums to the PMA.

In the future, PMA Members may enroll in the long-term disability plan offered by the City (through The Standard Insurance Company, if they elect in a subsequent MOU to participate as a group.

2. Elective Coverage:

Members may purchase any of the following benefits with the remainder of their flexible benefit allowance or may opt to receive up to their current amount convertible to cash as stated in this Article 11, Section A(1)a , in cash (taxable), in lieu of the following:

- (a) Members may purchase up to 40 hours of **vacation** each calendar year at the hourly rate being earned at the time the vacation is purchased (not subject to PERS & taxable).
- (b) Purchase **additional life insurance** to a maximum of \$500,000 or 5 times annual salary whichever is less subject to the terms and conditions of the insurance policy.
- (c) Members hired before January 1, 2018 may participate, up to the maximum amount allowed by law, in any **deferred compensation** plan provided by the City. (Participation is not limited to Flexible Benefit Funds.)
- (d) Members may enroll in the City's designated **vision** plan (currently VSP) for themselves and eligible dependents.

C. Reopener: Either party may reopen negotiations at any time during the term of the MOU to address the impact of the Affordable Care Act (ACA) or any other change in state or federal law.

ARTICLE 12 - BEREAVEMENT LEAVE

If there is a death in the immediate family, including grandparents, great-grandparents, grandparents-in-law and great-grandparents-in-law, as defined under Section 10.8 of the Personnel Rules, a Member may be allowed a leave of absence to attend to family needs up to 40 hours, with full pay.

ARTICLE 13 - COMMUNITY SERVICE

Members may receive a reimbursement of up to \$50 per fiscal year for community organization membership on a budgeted basis.

ARTICLE 14 - RETIREMENT MEDICAL INSURANCE

In recognition of increased medical insurance costs for retirees, in addition to the employer contribution described above, a supplemental reimbursement payment will be paid to Members who retire from their employment with the City of Glendora after September 16, 1998, by taking a regular service retirement in accordance with

CalPERS and PEMHCA requirements, provided the Member has a minimum of 20 years of service as a California Peace Officer with a minimum of 10 years of service as a Glendora Police Officer or Manager, under the following terms and conditions.

The supplemental reimbursement payment will be for medical insurance premium costs incurred for the retiree, reimbursed quarterly upon submittal quarterly of proof of retiree incurred medical insurance coverage and costs of coverage, to age 65. The City supplemental reimbursement will only be allowed for actual out-of-pocket medical insurance premium expenses incurred by the covered retiree up to the appropriate amount stated below with proof of payment.

- Up to \$400/month for Members who retire on or after 7/1/2019
- Up to \$300/month for Members who retire on or after 1/1/16-6/30/19
- Up to \$200/month for Members who retire 1/1/04-12/31/15
- Up to \$150/month for Members who retire 7/1/98-12/31/03

For eligible retirees currently, or in the future, enrolled in one of the CalPERS authorized health plans and reported monthly to the City as enrolled, the City will waive the requirement for proof of coverage and automatically reimburse the retiree on a quarterly basis.

The quarterly payments shall be subject to withholding tax and other deductions required by law. If the State and/or Federal governments enact legislation to require the employer to pay toward retiree's medical insurance an amount equal to or greater than the above supplemental payment, this payment shall cease. If such legislation requires the employer to pay a lesser amount, the supplemental payment shall be reduced by that amount.

ARTICLE 15 - RETIREMENT

A. Retirement Formula

1. The City of Glendora is a contracting agency of the State Public Employees Retirement System (CalPERS). Full-time Police Officers, unless otherwise exempted, become members immediately upon appointment. The City of Glendora has a three tier safety retirement plan as follows:

Tier 1

3% at 50 formula for employees hired on or before October 15, 2012.

The employee pays 100% of the mandated CalPERS member contribution, which is **nine percent (9%)** of compensation according to the terms provided in Article 15,G.

///

Tier 2

2% at 50 formula for employees hired after October 15, 2012 and for employees hired on or after January 1, 2013 who are considered "Classic Members" by CalPERS under PEPR A.

The employee pays 100% of the mandated CalPERS member contribution, which is **nine percent (9%)** of compensation according to the terms provided in Article 15,G..

Tier 3

2.7% at 57 formula for employees hired on or after January 1, 2013 that meet the definition of "New Member" under PEPR A.

Pursuant to PEPR A, Gov. Code section 7522.30, Tier 3 employees shall pay the employee contribution of 50% of the total normal cost of the plan as calculated annually by CalPERS.

2. The City amended its contract with CalPERS, to become effective the first pay period beginning in July 2004, to add Section 21024, "Military Service Credit as Public Service. **Note:** A Member opting under Section 21024 is to be responsible for payment to CalPERS for any employee "catch up" contributions owed to CalPERS.

B. Unused Sick Leave Credit

The City shall contract with CalPERS to provide the unused sick leave credit (Section 20965).

1. At the time the City's election pursuant to Government Code Section 20965 became effective, a permanent record of each Member's accumulated sick leave time and current salary was made and placed on file.

All sick leave time taken subsequent to that date will be paid at the rate in effect at the time sick leave is taken and shall reduce the hours of sick leave accumulated on a "last in, first out basis." In the event a Member is awarded a work related disability retirement, he/she shall receive a cash payment for sick leave time accumulated prior to the City's election of Government Code Section 20965, less debited sick leave usage, at the salary rate at the date of retirement.

For the purposes of Government Code Section 21025.2, the provisions of this part constitute the "provisions of a local ordinance or a resolution of the rules or regulations of the employer" and shall have no further force or effect in the event that the effective date of a Member's disability retirement does not have to be extended pursuant to statutory or case law until all accumulated sick leave has been exhausted.

2. When a Member receives a normal retirement, all accumulated sick leave time earned prior to the effective date of the City's election pursuant to Government Code 20965, less debited sick leave usage, plus sick leave time subsequently credited and on account, shall be reported to CALPERS upon retirement, so as to implement the provisions of Government Code 20965 in extending service time credit.

C. Final Retirement Compensation

The City shall maintain contract with CalPERS to retain "single highest year retirement compensation" formula (Retirement law Section 20042) for **Tier 1** employees (3% at 50 formula).

Tier 2 employees (2% at 50 formula) and **Tier 3** employees (2.7% at 57 formula) are subject to a "final compensation" determination based on the highest average annual compensation earnable by a CALPERS member during the three consecutive years/"three highest years" of employment.

D. Increased 1959 Survivor Benefit Program (4th Level)

The City shall contract with the Public Employees Retirement System to provide the 1959 survivor benefit coverage to the fourth level of coverage. Members agree to pay the additional \$3 per month employee cost (total payment of \$5 per month).

- E. The City will contract with CALPERS to include Sections 21635 and 21551 allowing surviving spouses to continue to receive benefits after remarriage.

F. Reporting the Value of Employer Paid Member Contributions (EPMC) to CALPERS

Pursuant to Resolution No. 98-88 the City will continue reporting the value of Employer Paid Member Contributions (EPMC) as additional compensation for all Tier 1 and Tier 2 members of the PMA as allowed under Government Code Section 20636(c)4. In other words, the employees will continue to receive their current base salary and the City will continue to contribute up to 9% of the member's "compensation earnable" as EPMC. The EPMC (9%) will be reported to CALPERS as additional compensation, and only the regular base salary will be reported to the IRS as ordinary income, as allowed by 414h2 of the IRS Code of Regulations. In return, each bargaining unit employee's flexible benefit plan allotment as described in Article 11 A, was reduced by an amount equal to 1.5% of base salary effective July 1, 1999.

In the event that a court of law or IRS regulation later determines that the value of reported EPMC is subject to Federal or State income, Social Security or Medicare taxation, both employer and employee will pay their respective tax liabilities.

G. All Tier 1 and Tier 2 unit members shall individually reimburse the City 9% of PERSable compensation to CalPERS compensation to offset a portion of the City's costs related to CalPERS retirement benefits via payroll deduction.

1. The employee cost sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(f). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Section 20516(f) and in the event that, subsequent to the effective date of this provision approved in any approved MOU, the IRS determines that such deductions do not qualify for pre-tax status, the parties agree to meet to discuss the effects thereof. Additionally, should there be a CalPERS determination that such employee contributions are not permitted under CalPERS law, the parties will meet and confer to resolve how future contributions will be accomplished. Moreover in the event that there is a change in law that mandates employees' payment of some or all of the required employee's contribution to CalPERS, the parties shall immediately take whatever action is required to decrease Government Code Section 20516(f) method of cost sharing by the amount of the employee's required payment of the employee contribution to CalPERS. For example, if a law is passed that requires that employees pay 4% of their retirement costs and at such time sworn employees are paying 6% through Government Code Section 20516(f) method of cost sharing, the parties shall immediately take all action necessary to reduce the employee's payment of the 20516(f) cost sharing by 4% to 2%.

H. Post Retirement Survivor Allowance: Pursuant to Glendora Resolution No. 79-107, the City amended its contract with CALPERS, effective October 29, 1979, to provide the Post-Retirement Survivor Allowance, Sections 21263 and 21263.1 (now Sections 21624, 21626 & 21628 of the Government Code).

ARTICLE 16 - HOLIDAYS

There shall be 96 hours of paid holidays earned during the pay period occurring for the holidays listed below, for eligible full-time employees covered by this Agreement. These holidays shall be:

New Year's Eve Day	Labor Day
New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

A. Non-patrol Personnel: These Members will normally be required to take off each of the City designated holidays, as set forth above, unless required to work that day or another day in the same pay period by the Bureau Commander or the Chief of Police, in which case a full eight (8) hour holiday may be taken off within the two week pay period it occurs.

Except as provided above, in lieu of such holidays, if a Member below the rank of Captain works a full regular work schedule of 80 hours, including accumulated leave, during a 14 day pay period which includes a holiday, he/she shall receive eight (8) hours additional pay for the pay period in which the holiday falls.

- B. Patrol Personnel: For patrol personnel, holiday pay shall be paid as part of the regular payroll process at 3.69 hours/pay period. At the employee's option, they can annually advise payroll that they wish to continue to receive holiday pay in the pay period in which the holiday occurs in lieu of 3.69 hours/pay period. This compensation should be in lieu of time off for the designated holiday.
- C. Additional Compensation: Members who work a designated holiday will receive compensation in the pay period in which the holiday occurs.
- D. Floating Holiday: Captains, Lieutenants and Sergeants receive (32) hours of management Floating Holiday per fiscal year which must be used during each year with no credit given at termination.

ARTICLE 17 - VACATION LEAVE

All eligible full-time employees earn vacation credits at the rate of eight (8) hours per month. After completion of five (5) years of service, sworn employees will receive longevity vacation hours credited each pay period on a prorated basis. The schedule below shows the number of hours of vacation relative to years of service.

<u>Beginning of Year</u>	<u>Hours</u>
6	120
7	128
8	136
9	144
10	152
13	160
16	168
20	172

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.

Employees will stop accruing vacation leave if they have more than 160 working hours of vacation leave at the time of the first pay period that ends in January of each year. Only under special situations may more than 160 hours be carried over to the next calendar year and then only with the consent of the City Manager and the department head.

If an employee has more than 160 hours of vacation leave at the end of the calendar year, the employee shall cease accruing vacation leave until the employee no longer has hours in excess of 160. If the City Manager and the department head agree to carry over hours in excess of 160 hours, this will not effect the employee's ability to accrue additional hours as vacation leave.

ARTICLE 18 - UNIFORMS

Members receive an annual uniform allowance check in the first pay period of December of each year provided each member purchases and maintains the uniform or personal clothing designated by the Chief of Police, currently listed in in Police Department Lexipol Policy 1023.. New employees shall be provided uniforms and equipment as designated in Police Department Lexipol Policy 1023 and will not be eligible to receive the uniform allowance check until the second year of employment. The uniform allowance (which is subject to the employees' 9% PERS), shall be set at an amount equal to that received by the police officer rank for the life of this Agreement. 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 his/her designee.

ARTICLE 19 - JURY DUTY

When required to serve on jury duty, a Member shall be assigned to a day shift or a day watch and shall receive regular compensation during and up to a maximum of ten calendar jury service days (whole or partial day = one day), pursuant to Section 10.7 of the City Personnel Rules. In the event an employee is impaneled on a jury case prior to the completion of ten days service, regular compensation will be paid for the duration of that case not to exceed an additional ten days.

ARTICLE 20 - PERSONAL EMERGENCY LEAVE AND FAMILY ILLNESS LEAVE

Part A: (Personal Emergency Leave) Employees who have at least 144 accumulated hours of sick leave on record may, with department head approval, use up to twenty-four (24) hours of sick leave as "Personal Emergency Leave" per 12 month period commencing the last pay period in the month of December. Personal emergency leave may include such situations as lawyers and doctors appointments, driver license renewal, home repair appointments, domestic situations not involving family illnesses, and business appointments which normally cannot be done at other non-work times. It shall not be used to extend vacation time.

Part B: (Family Illness Leave) Subject to the provisions of this MOU, the City Personnel Rules, and Section 233 of the California Labor Code, employees may use one-half (not to exceed 48 hours) of his/her annually accrued earned sick leave annually to attend to the illness of a family member, child, parent, spouse or registered domestic partner of the employee as defined under applicable law.

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ARTICLE 21 - TEMPORARY ASSIGNMENT COMPENSATION

As provided under Section 4.16 of the City Personnel Rules, a Member working in a higher classification assignment for a period exceeding 30 consecutive calendar days shall receive additional temporary compensation retroactive back to the first day of the pay period that includes the first day in that assignment, pro-rated on an hourly basis for the period of time worked in the higher classification as follows:

Acting Lieutenant	\$363 per month
Acting Captain	\$422 per month

ARTICLE 22 - CITY PERSONNEL RULES

The parties to this Memorandum of Understanding agree that the City Personnel Rules, dated July 1, 1985, and later amended by City Council action of December 13, 1999, are adopted and herein incorporated by reference as a part of this Agreement. In the event there is a conflict between the Rules and the MOU, the MOU shall prevail.

ARTICLE 23 - LAY OFF RANKING

For purposes of determining the order of lay off under City Personnel Rule No. 8, seniority ranking (SR) shall mean the total months of City service in the rank or classification. Once an employee(s) has been reduced in rank due to a layoff, that employee(s) shall be placed at the top of the layoff ranking (LR) of the reduced rank.

ARTICLE 24 - SICK LEAVE ACCRUAL

Sick leave for a full-time employee is accumulated at the rate of eight (8) hours for each month of service on an unlimited basis.

ARTICLE 25 - COMPENSATION FOR VEHICLE USE

The authorized use of a personal vehicle on City business will be reimbursed at the same rate as approved by the IRS effective January 1st each year.

ARTICLE 26 - TUITION REIMBURSEMENT

All permanent Members of the City shall be eligible for the tuition reimbursement program for courses of study or training taken at an Accredited College or University, directly related to the job or for preparing for future promotions within the City, subject to the limitations and provisions as described below: (Nonetheless, in the event of provision of tuition reimbursement on a City-wide basis resulting in the necessity of either a General Fund deficit or in the transfer into the General Fund of revenues from other sources, the tuition reimbursement provision may be suspended until a deficit no longer exists, and any external funding source has been reimbursed for its transfer into the General Fund. However, in any instance where pre-course enrollment authorization to participate in the tuition reimbursement program was provided, a subsequent General Fund deficit as described herein, shall not impact eligibility of such an employee to receive the tuition reimbursement benefits set forth in this Article, but only

for the particular unit(s) for which authorized enrollment was granted prior to incurring of the budgetary shortfall.)

All course work must be personally attended by the Member at a California Community College or a non-profit California Institution of Higher Learning. With the approval of the Department Head and the City Manager, on-line courses of instruction offered by a California Community College or California State College or University may be substituted in lieu of personal attendance in a classroom.

Each eligible Member shall obtain approval from his department head and City Manager for his/her course of study a minimum of two weeks prior to enrollment. Approval must be obtained for place of education, course of study, time of completion and a total estimated cost to the City for the course or courses anticipated. Reapproval must be obtained for each change in course or place of education. Maximum costs for tuition and books taken each year under this program shall be reimbursed for actual out-of-pocket costs incurred, based on the current cost of one academic year's undergraduate tuition (or portion thereof), at Cal Poly Pomona. The City, for the purposes of maximum reimbursement to employees, will view the academic year as September through August and will reimburse tuition at an amount not to exceed the cost of an academic year for 6.1 or more undergraduate units taken at Cal Poly Pomona, as shown on the State University Fee Schedule.

Reimbursement shall be limited to tuition costs only. There shall be no reimbursement for books and/or fees.

Tuition reimbursement eligibility shall apply only to expenditures at State of California accredited community colleges and universities, or at State of California accredited private not for profit institutions. On-line or other home-study courses and institutions shall not be eligible for reimbursement unless they are from California colleges and universities.

The employee shall be reimbursed by the City, upon successful course completion and, upon submittal of verified receipts of pre-payment by the employee of tuition costs related to the program.

In order to receive reimbursement from the City for the course of study, the employee must complete the course with a minimum "C" or passing "credit" for classes without letter grades for each class taken within the time set forth, except for reasons of death, disability, involuntary service in the Armed Forces, or involuntary termination of employment.

If the employee voluntarily terminates his/her employment with the City within one year after completion of his/her course of study, the employee shall be required to repay to the City all sums expended in his/her behalf for the educational program during the one year prior to his/her termination, except that he/she will receive credit on the basis of one-twelfth (1/12) of the cost each month that he/she worked after completion of the course.

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ARTICLE 27 - DISCIPLINE

Notwithstanding City Personnel Rule No. 9.6, a Member given a suspension without pay for three (3) days or less shall be entitled to grievance procedure review as provided under Rule No. 11.0. This provision is in compliance with the "Police Officers Bill of Rights."

ARTICLE 28 - FAMILY LEAVE

- A. Members shall be eligible for family and medical leave to the extent mandated by Federal and State Law and may use Personal Emergency Leave in such situations as provided under Article 20. (See City of Glendora Administrative Policy No. 6.11-Family and Medical Leave Policy).
1. Effective concurrent with Council adoption of this MOU, City Administrative Policy 6.11 FMLA shall be modified to reflect that when an employee is eligible for and requests FMLA leave, or when the City acquires knowledge that an employee's leave is for an FMLA qualifying reason, the City shall require the employee to use paid accrued leave concurrently with FMLA qualifying leave. However, the City shall not require employees to use sick leave when leave is taken for an ill family member. FMLA will not commence during the period of time an employee is on 4850 medical leave.

ARTICLE 29 - LIFE INSURANCE

The City shall provide a one hundred thousand dollar (\$100,000) life insurance policy for each full-time employee represented by the Glendora Police Management Association. The parties understand that all or part of the premium paid by the City for the increased life insurance coverage, are mandated by the I.R.S. as being taxable income to the employee.

ARTICLE 30 - MEDICARE DEDUCTION

Members hired by the City of Glendora on or after April 1, 1986, must participate in Medicare with the appropriate amount deducted from wages.

ARTICLE 31 - NON-PATROL MANAGEMENT COMPENSATION

- A. **Sergeants** assigned to the Detective assignment shall receive additional compensation of \$465 per month.
- B. **Lieutenants** assigned to the Detective assignment shall receive additional compensation of \$565 per month.

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ARTICLE 32 - RESIDENCY REQUIREMENT

In order to provide an adequate response in the event of a natural disaster, major civil disobedience or other law enforcement needs, all Members hired by the City of Glendora Police Department after September 16, 1996, must have a permanent primary (i.e.: 51% or more of the time) residence within sixty-five (65) miles or less of the Glendora Police facility building.

ARTICLE 33 - PREGNANCY LEAVE

City shall administer employee pregnancy leaves in accordance with Federal and State laws.

ARTICLE 34 - MEAL REIMBURSEMENT

Commuter lunch for training purposes shall not exceed \$11. For POST or other authorized related off-site training, which requires an overnight stay, per diem meal reimbursement shall not exceed \$45 per day calculated in the amounts of \$9 breakfast, \$11 lunch, and \$25 dinner. No meal receipts are required for per diem meals. Any meals, excluding continental breakfast, provided by the hotel or training conference which are included in the registration or hotel fee will be deducted from the per diem. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.

ARTICLE 35 - MANAGEMENT AUTHORITY

The City Council, and its members, during the term hereof, shall deal with the administrative services of the City only through the City Manager, except for the purposes of inquiry; and neither the City Council nor any member thereof shall give orders to any subordinates of the City Manager. This is not to be interpreted so as to restrict communications initiated by the PMA or its members with the City Council or its members.

ARTICLE 36 - EDUCATION PAY

- A. Members who possess a Master of Arts or Master of Science degree will receive \$300 additional compensation to their base monthly salary.
- B. Members who possess a Bachelor of Arts or Bachelor of Science degree will receive \$200 additional compensation to their base monthly salary.
- C. Education Pay under this Article is not cumulative and an employee shall receive the highest amount for which he or she qualifies.

ARTICLE 37 - LONGEVITY PAY

All Members on the City's payroll as of the date of adoption by the City Council of this MOU, with twenty (20) or more years of continuous full-time employment with the City of Glendora Police Department shall receive an extra \$400 per month as and for

longevity pay; such longevity payments to commence effective the first full payroll period commencing on or after January 1, 2019.

ARTICLE 38 - SPECIAL ENFORCEMENT TEAM (FSET) BONUS

Supervisors who belong to the FSET TEAM and pass the annual physical agility test shall receive the same yearly bonus in December, as the POA FSET members.

ARTICLE 39 - SAVINGS CLAUSE

If any part or provision of this Memorandum of Understanding is held to be invalid or unenforceable by any tribunal of competent jurisdiction, such decision shall not affect the validity of the remainder of this Memorandum of Understanding.

ARTICLE 40 - PERSONNEL RULE 9.0 PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURE

- A. Effective June 26, 2012, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 9.0, subsection 9.7.5 was modified to read as follows:

9.7.5 Appeal of Disciplinary Action. Any employee may appeal a proposed suspension without pay in excess of three (3) work days, demotion, restitution, or dismissal to the City Clerk within 10 working days after the receipt by the employee of the department head's answer. An appeal within the described time frame **shall not** suspend the effective date of the discipline.

- B. All remaining personnel rule conditions precedent to Pre-Discipline, Discipline and Appeals Procedures shall remain unchanged.

ARTICLE 41 - PERSONNEL RULE 4.5 – SALARY ADVANCEMENT

- A. Effective June 26, 2012, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 4.50, paragraph 3 was modified to read as follows:

“In the event an employee is appointed or promoted to a higher classification (Sergeant, Lieutenant, or Captain), regardless of their appointment step, they will be eligible for advancement to the next step after 12 months of service and annually thereafter. This provision does not apply to any sergeant, lieutenant, or captain who is a member of the Police Management Association prior to the adoption of this MOU. For those current members who promote to a higher rank, they will continue to advance to the next step at the conclusion of 6 months and annually thereafter)”

- B. All remaining personnel rule conditions precedent to Salary Advancement shall remain unchanged.

ARTICLE 42 - PERSONNEL RULE 6.0 - PROBATION

A. Effective June 26, 2012, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 6.0, subsection 6.3 was modified to read as follows:

6.3 Probation on Promotion, Reinstatement or Reclassification. On accepting a promotion, reinstatement or an appointment to a different classification, an employee serves a new probationary period of twelve (12) months. Promotions, reinstatements or reclassifications will not be permanent until the successful completion of this probationary period.

B. All remaining personnel rule conditions precedent to Probation shall remain unchanged.

The parties hereto have caused this Memorandum of Understanding to be executed this 14th day of August, 2018.

CITY OF GLENDORA

Dated: 8/15/18

By: JAO Overholt
Acting City Manager

Dated: AUG 13 2018

By: Victoria Cross
Victoria Cross, Human Resources and Risk Management Director

ATTEST
Dated: 8/14/2018

By: Kathleen Rae Sessman
Kathleen Rae Sessman, City Clerk

GLENDORA POLICE MANAGEMENT ASSOCIATION

Dated: AUG 13 2018

By: Mull
President