

**RESOLUTION CC 2012-45**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GLENDDORA, CALIFORNIA, APPROVING THE 2012-2015  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
GLENDDORA AND THE GLENDDORA POLICE MANAGEMENT  
ASSOCIATION**

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

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

**WHEREAS**, the City of Glendora is experiencing financial difficulties which causes it to perceive that it may be unable to provide the services it promises to its citizens in an effective manner.

**WHEREAS**, the City of Glendora and the Glendora Police Management Association (PMA) met and negotiated a 2012-2015 Memorandum of Understanding, which was voted upon and approved by the PMA membership.

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

**SECTION 1.** That the City Council approves the 2012-15 MOU between the City of Glendora and the Glendora Police Management Association attached as Exhibit A.

**SECTION 2.** That the current City of Glendora salary compensation schedule shall be amended by the Director of Finance to incorporate the salary and benefit changes listed in Exhibit A for all Glendora Police Management Association unit employees.

**SECTION 3.** The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution, shall enter the same in the Book of Original Resolutions and that this resolution shall take effect and be in force on this date.

**SECTION 4.** The City Clerk is hereby directed to forward a copy of this resolution to the Interim Human Resources Director.

**APPROVED and PASSED** this 26<sup>th</sup> day of June, 2012.

City Council of Glendora, California

BY:   
GENE MURABITO, Mayor

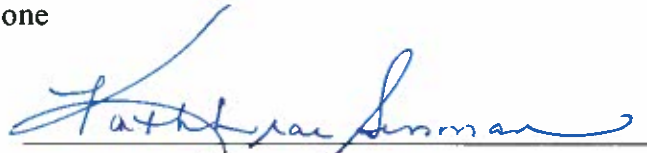
APPROVED AS TO FORM:

  
D. WAYNE LEECH, City Attorney

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 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis, Santoro, and Murabito
NOES:	COUNCIL MEMBERS:	Nelson
ABSENT:	COUNCIL MEMBERS:	Tessitor
ABSTAIN:	COUNCIL MEMBERS:	None

Dated: June 27, 2012

  
KATHLEEN R. SESSMAN, City Clerk



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GLENDORA POLICE MANAGEMENT ASSOCIATION**  
**AND**  
**THE CITY OF GLENDORA**

**JULY 1, 2012 - JUNE 30, 2015**

**Approved by the Glendora City Council  
on June 26, 2012**

**Resolution No. 2012-45**

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7/1/12 - 6/30/15**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GLENDDORA POLICE MANAGEMENT ASSOCIATION & THE CITY OF GLENDDORA  
THREE YEAR TERM: JULY 1, 2012 – JUNE 30, 2015**

**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, color, sex, age, national origin, sexual orientation, political or religious opinions or affiliations 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. 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, 2012 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, 2015.

## **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. Managers 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 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. Managers 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. Managers not working patrol will work either a 4/10 or 9/80 schedule at the discretion of the Chief of Police. Non-patrol managers 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 Managers 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 Manager 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 Manager 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. Managers 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 and administrative hearings will be compensated at a 2 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 Managers to provide necessary coverage.

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

f. Training/Travel Time

When a manager 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.

Managers, 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 Manager 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

Managers 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 payroll period commencing on or after January 1, 2014, the base salary of each unit member shall be increased by 1%.
- B. Employees 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**

The City will maintain its contract with PERS to provide coverage for Full-time Police Managers under the Public Employees' Medical and Hospital Care Act, 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 at their cost subject to PERS regulations.

**Police Managers are allotted \$1,005 + 1.5% of salary per month to be applied to a flexible benefit plan to be used as shown below. However, any and all amounts in excess of \$855 monthly shall not be convertible to cash.**

- A. Additionally, the following City-funded amounts shall be made available on the designated dates for allocation by employees to purchase health, vision and/or dental coverage. *The amounts are:*
1. January 2013 – \$1,055 + 1.5% of salary monthly
  2. January 2014 – \$1,105 + 1.5% of salary monthly
  3. January 2015 – \$1,155 + 1.5% of salary monthly
- B. Effective January 2013 the maximum amount that is eligible for conversion to cash shall be \$905 monthly. Effective January 2014 the maximum amount that is eligible for conversion to cash shall be \$955 monthly. Effective January 2015 the maximum amount that is eligible for conversion to cash shall be \$1,005 monthly.
- C. Pursuant to Government Code Section 22825 of the Public Employees' Medical and Hospital Care Act (PEMHCA), commencing January 2012, the first **\$112** of this amount will be designated as the employer's contribution towards the PERS Health Care Plan. (Per section 22892 of PEMHCA, commencing January 1, 2009, the employer contribution shall be adjusted annually by the PERS board to reflect any change in the medical component of the Consumer Price Index and shall be rounded to the nearest dollar.) For Calendar Year 2013, the employer contribution amount will be **\$115**.

D. The employee will designate how the flexible benefit amount will be allocated for health, vision, dental coverage, cash (which is taxable), deferred compensation (Medicare taxable) or additional life insurance.

1. Required Coverage:

- (a) Police Managers are required to carry one of the City's designated **medical** plans unless waived with proof of other comparable insurance coverage. Unless otherwise required by PERS or a ruling or regulation of the I.R.S., employees with proof of comparable health insurance coverage may receive the entire flexible benefit amount, including the designated "employer contribution," as a direct payment subject to state and federal taxable deductions.
- (b) It is mandatory for Police Managers 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.
- (c) Police Managers 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.

It is agreed that the last sentence of Paragraph 3 in the "Authorization for Long-Term Disability Amendment" previously signed by each PMA member, be disregarded as it relates to the City issuing a check made payable to CLEA.

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 Standard Insurance), if they elect in a subsequent MOU to participate as a group.

2. Elective Coverage:

Police Managers 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, subsection B, in cash (taxable), in lieu of the following:

- (a) Police Managers 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) Employees 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) Employees may enroll in the City's designated **vision** plan (currently VSP) for themselves and eligible dependents.

**ARTICLE 12 - BEREAVEMENT LEAVE**

If there is a death in the immediate family, including grandparents of the employee or spouse, as defined under Section 10.8 of the Personnel Rules, a Police Manager may be allowed a leave of absence to attend to family needs up to 40 hours, with full pay.

**ARTICLE 13 - COMMUNITY SERVICE**

Police Managers 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 premium costs for retirees, a supplemental reimbursement payment will be paid to Managers who retire from their employment with the City of Glendora on or after July 1, 1998, by taking a regular service retirement, provided the Manager has a minimum of 20 years of service as a California Peace Officer with a minimum of 10 years service as a Glendora Police Officer or Manager, under the following terms and conditions.

The supplemental reimbursement payment will be up to \$200 per month for Managers retiring after January 1, 2004, and \$150 per month for those Managers retiring on or after July 1, 1998 through December 31, 2003, for medical insurance premium costs incurred for the retiree, reimbursed quarterly upon submittal by November 15<sup>th</sup> of each year 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 above with proof of payment.

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 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 (PERS). Full-time Police Managers, unless otherwise exempted, become members immediately upon appointment and are subject to the safety retirement formula as indicated below plus Government Code Section 21024, "Military Service Credit as Public Service." Note: Employee opting under Section 21024 is to be responsible for payment to PERS for any employee "catch up" contributions owed to PERS.
  - a. For sworn employees hired prior to the effective date of the City's contract amendment with CalPERS specified in section b below, the City shall maintain its contract with PERS for retirement benefits to be calculated on the 3% at 50 formula.
  - b. Following adoption of this Memorandum of Understanding between the City and the Police Management Association, the City shall amend its PERS contract to provide for the 2% at 50 benefit formula with final three years compensation, which shall apply to all sworn employees hired on and after the effective date of said contract amendment.

### **B. Unused Sick Leave Credit**

The City shall contract with PERS 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 Police Manager'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 Police Manager 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 Manager'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 Police Manager 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 PERS upon retirement, so as to implement the provisions of Government Code 20965 in extending service time credit.

C. Single Highest Year

For sworn employees hired prior to the effective date of the City's contract amendment with CalPERS specified in Section A, sub-section b above, the City shall contract with PERS to provide the "single highest year retirement compensation formula" (Retirement law Section 20042) for .

Following adoption of this Memorandum of Understanding between the City and the Police Management Association, the City shall amend its PERS contract to provide for final three years compensation, which shall apply to all sworn employees hired on and after the effective date of said contract amendment.

D. Increased 1959 Survivor Benefit Program (4<sup>th</sup> Level)

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

- E. The City will contract with PERS 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 PERS

Pursuant to Resolution No. 98-88 the City will continue reporting the value of Employer Paid Member Contributions (EPMC) as additional compensation for all 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 PERS 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. Effective July 9, 2012 all unit members shall individually reimburse the City 3% of PERSable compensation to CalPERS compensation to offset a portion of the City's costs related to CalPERS retirement benefits via payroll deduction. Effective the first payroll period commencing on or after July 1, 2013 and the first payroll period commencing on or after July 1, 2014, additional 3% employee-funded member contributions shall be made, resulting in each effected employee reimbursing the City 9% of PERSable compensation as of July 2014.

1. The employee cost sharing will be accomplished through pre-tax deductions in the manner contemplated by Government Code Section 20516(a). The parties recognize that the IRS has yet to take a position on the pre-tax status of deductions made under Section 20516(a) 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(a) 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(a) method of cost sharing, the parties shall immediately take all action necessary to reduce the employee's payment of the 20516(a) cost sharing by 4% to 2%.

2. Any Unit members who commence an initial hiring process after City Council adoption of the MOU, and who are subsequently hired, shall upon hire, individually reimburse the City 9% of PERSable compensation. This does not apply to any current City of Glendora sworn employees unless they are already paying a higher percentage toward their retirement contribution.

H. Post Retirement Survivor Allowance: Pursuant to Glendora Resolution No. 79-107, the City amended its contract with PERS, 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 ( <u>eff. 12-12</u> )	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 ( <u>eff. 12-12</u> )
Independence Day	Christmas Day

A. Non-patrol Personnel: These Managers 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 Manager 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: Managers 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 (24) 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

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 the date of adoption of this MOU.

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

Managers 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 Departmental Order 6.100.16(c). New employees shall be provided uniforms and equipment as designated in Department Order No. 6.100.16(c) 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 designee.

## **ARTICLE 19 - JURY DUTY**

When required to serve on jury duty, a Manager 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 up to 48 hours of earned sick leave annually to attend to the illness of a child, parent, or spouse of the employee.

## **ARTICLE 21 - TEMPORARY ASSIGNMENT COMPENSATION**

As provided under Section 4.16 of the City Personnel Rules, a Manager 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 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 lay off, 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 Police Managers 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 Police Manager 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 Police Manager 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.

Effective upon implementation of this MOU, reimbursement shall be limited to tuition costs only. There shall be no reimbursement for books and/or fees. This limitation shall not apply to reimbursement for classes that were approved prior to implementation of this MOU.

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 with out 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.

#### **ARTICLE 27 - DISCIPLINE**

Notwithstanding City Personnel Rule No. 9.6, a Manager 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. Police Managers 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 21. (See City of Glendora Administrative Policy No. 6.11).

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**

Managers hired by the City of Glendora after April 1, 1986, will have a monthly amount as specified by law (currently 1.45%) deducted from their salary for Medicare. (City pays a matching amount).

### **ARTICLE 31 - NON-PATROL MANAGEMENT COMPENSATION**

- A. Effective July 2012, **Sergeants** not assigned to patrol shall receive additional compensation of \$465 per month.
- B. Effective July 2012, **Lieutenants** not assigned to patrol shall receive additional compensation of \$565 per month.

### **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 Glendora Police Managers 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 the attached policy (**Attachment A**).

### **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. Effective July 2012, Managers who possess a Master of Arts or Master of Science degree will receive \$200 additional compensation to their base monthly salary.
  - 1. Effective July 2013, the additional compensation for a Masters of Arts or Master of Science degree will be increased to \$300 per month.
- B. Effective July 2012, Managers who possess a Bachelor of Arts or Bachelor of Science degree will receive \$100 additional compensation to their base monthly salary.
  - 1. Effective July 2013, Managers 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 - 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 38 - 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 39 - PERSONNEL RULE 9.0 PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURE**

- A. Effective concurrent with Council adoption of this 2012-2015 MOU, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 9.0, subsection 9.7.5 shall be 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 40 - PERSONNEL RULE 4.5 – SALARY ADVANCEMENT**

- A. Effective concurrent with Council adoption of this 2012-2015 MOU, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 4.50, paragraph 3 shall be 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 41 - PERSONNEL RULE 6.0 - PROBATION**

- A. Effective concurrent with Council adoption of this 2012-2015 MOU, City of Glendora Personnel Rules for Sworn Police Officers and Sworn Management Police Officers, Rule 6.0, subsection 6.3 shall be 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.

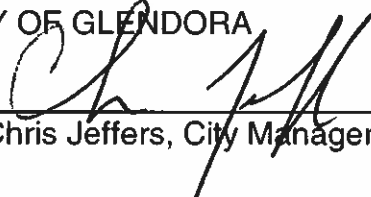
**ARTICLE 42 – REOPENER**

- A. During the term of this 2012-2015 MOU, effective concurrent with the annual CalPERS notification of the City of Glendora's employer contribution rates for the ensuing fiscal year(s), if such notice is indicative of a 7% or greater increase in employer contribution rate over the 2012-2013 rate (26.416%), there shall be an immediate reopener as to any and all matters within the scope of representation. This reopener provision expires at the termination of the 2012-2015 MOU; AND IN ADDITION:
  
- B. During the term of this 2012-2015 MOU, if there is a 5% or greater total combined reduction in the City's receipts of its share of sales and use tax and current secured property tax revenue as compared to the same 6 month period in the preceding year, or if the 5% or greater reduction is evidenced by virtue of the State limiting the manner in which the City can utilize its sales and use tax and/or current secured property tax revenues, there shall be an immediate reopener as to any and all matters within the scope of representation.
  
- C. During the term of this MOU, the parties agree to develop non-mandated Drug Testing Policies and, as regards State or Federal mandated programs, to negotiate the impact of implementing said mandatory programs.

The parties hereto have caused this Memorandum of Understanding to be executed this 28<sup>TH</sup> day of JUNE, 2012.

Dated: 6/28/12

CITY OF GLENDORA

By:   
Chris Jeffers, City Manager

Dated: 6/28/12

GLENDORA POLICE MANAGEMENT ASSOCIATION

By:   
Joe Ward, President

**CITY OF GLENDORA  
PREGNANCY DISABILITY LEAVE (PDL) SUMMARY**

1. If the need for PDL is foreseeable, an employee must give the City 30 days advance oral notice of the date the leave will begin and her estimated date for returning to work (Government Code 12945(b)2; 2 Cal. Code Regs. Section 7291.10(a)(2).
2. PDL for a normal pregnancy, childbirth or related medical conditions is six weeks; however, a pregnant employee is entitled to take up to four months of PDL while she is disabled (per a doctor's certification) by pregnancy, childbirth or related medical conditions, including the prenatal period (Government Code Section 12945(b)(1) and (2); 2 Cal. Code Regs. Section 7291.2(g).
3. The City will start the 12 week Family Medical Leave Act (FMLA) period at the beginning of the PDL and require the employee to use accrued vacation and sick leave during the period of "serious health condition" which includes the prenatal period. (See No. 5).
4. At the expiration of all of the employee's accrued leave, if the employee still requires PDL time off for a serious health condition or related medical conditions or has requested to use California Family Rights Act (CFRA) leave (see No. 6), then the employee must file a written request to the City Manager asking for a leave of absence without pay for the balance of her requested leave.
5. The City is responsible for maintaining the employee's health benefits during the 12 week FMLA leave unless the employee is using accrued leave time. If the employee uses her accrued leave during FMLA, then the cost of health benefits is included as part of the employee's regular benefits. If the employee is still medically disabled during the fourth month of PDL (weeks 13-16), then health benefit costs must be paid by the employee.
6. At the end of the PDL, the employee may request up to 12 weeks of CFRA leave for bonding and/or family care. If the employee has used all her accrued leave and is on a leave of absence without pay, then the health benefit costs must be paid by the employee.
7. The difference between FMLA leave and CFRA leave is that CFRA does **not** cover the period of prenatal, pregnancy and delivery recovery, but FMLA **does** cover these periods. CFRA covers up to 12 weeks for bonding and/or family care during the succeeding 12 month period after birth. CFRA also does not require the employer to pay the employee's health benefits, so the health benefit costs must be paid by the employee.

**Summary:** PDL for a normal pregnancy, childbirth or related medical condition is six weeks and may continue until the employee's doctor states that the employee is no longer disabled and can return to work; however, PDL may not exceed four months. The City will designate the first 12 weeks of PDL as FMLA leave. At the end of the initial six week presumptive PDL period, a doctor's certification of the employee's disability must be submitted to the City. Thereafter, a new doctor's certification will be required every four weeks until the conclusion of the PDL. Anytime during the 12 month period after the birth of the child, the employee may request to take up to 12 weeks of CFRA leave for bonding and/or family care.

The City is responsible for maintaining the employee's health benefits during the 12 week FMLA leave if the employee runs out of accrued leave time during that time. After the 12 week FMLA leave, the health benefit costs must be paid by the employee. If an employee exhausts all accrued time before any of her requested leave is up, she must file a written request to the City Manager asking for approval of a leave of absence without pay for the balance of her requested leave.

**Maximum amount of time employee may be off: 28 weeks**

16 weeks PDL (first 12 weeks also designated as FMLA leave)

12 weeks CFRA leave

28 weeks total