



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

**JULY 1, 2016 – JUNE 30, 2019**

**Approved by the Glendora City Council**

**On June 28, 2016**

**Resolution No. CC 2016-28**

**GLENDORA MANAGEMENT ASSOCIATION  
MEMORANDUM OF UNDERSTANDING  
JULY 1, 2016 – JUNE 30, 2019**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GLENDORA MANAGEMENT ASSOCIATION AND THE CITY OF GLENDORA  
(July 1, 2016 – June 30, 2019)**

**ARTICLE 1 - PURPOSE**

Representatives of the Glendora Management Association-GMA ("ASSOCIATION") and the City of Glendora have met and conferred in good faith relative to wages, hours and other terms and conditions of employment of the employees covered herein. It is the purpose of the Memorandum of Understanding to set forth the full and entire understanding of the parties reached as a result of good faith negotiation, 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 Resolution, the City of Glendora hereby recognizes the Glendora Management Association as the certified bargaining representative for the members of the Association listed in Exhibit C.

**ARTICLE 3 - TERM**

The term of this Memorandum of Understanding shall commence on July 1, 2016, which is deemed the "effective date" of the MOU, and shall conclude on June 30, 2019, and shall supersede any other agreements in effect at that time. Unless otherwise provided herein, all of the provisions of this Memorandum of Understanding will remain in effect until amended.

**ARTICLE 4 - CITY FACILITIES**

The Association shall have use of 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 Glendora City Hall building, including the City Council Chambers. Association may book and use other City facilities subject to the required facility use and insurance rules, and City will waive any applicable rental fees.

**ARTICLE 5 - DUES DEDUCTION**

Upon written authorization by each Member, the City shall, on behalf of the Association, deduct monthly association dues from the Members' salary. The Glendora Management Association agrees to indemnify the City and to hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purposes of complying with the provisions of this article.

## **ARTICLE 6 - WAGES**

- A. Effective the first payroll period commencing on or after July 1, 2016, base salaries shall be increased by 2.0%.
- B. Effective the first payroll period commencing on or after July 1, 2017, base salaries shall be increased by 1.5%.
- C. Effective the first payroll period commencing on or after July 1, 2018, base salaries shall be increased by 2.0%.

## **ARTICLE 7 - OVERTIME AND COMPENSATORY TIME**

- A. The following classifications within this bargaining group are "Exempt-Executive" positions under FLSA and do not earn overtime:

Assistant Finance Director, Accounting Manager, Senior Librarian, Support Services Manager, Recreation Superintendent, Recreation Supervisor, Human Services Superintendent, Parks/Community Services Manager, Parks Supervisor, Support Services Supervisor, Police Records Supervisor, City Planner, Public Works Maintenance and Operations Manager, Street Supervisor, Equipment Maintenance Supervisor, Principal Civil Engineer, Assistant Public Works Director/City Engineer, Water Division Manager, Water Superintendent, Senior Planner, Building and Safety Superintendent.

- B. The following classifications within this bargaining group are "Exempt-Administrative" positions under FLSA and do not earn overtime:

Assistant to the City Manager, Accounting Supervisor, Deputy City Clerk, Information Systems Technology Supervisor, Transportation Programs Analyst, Landscape/Contracts Supervisor, Executive Assistant, Human Resources and Risk Management Analyst, Human Resources and Risk Management Technician, Management Analyst.

- C. The following classification within this bargaining group is "Not Exempt" under FLSA and overtime or Comp time accrue pursuant to Council Resolution 85-119. Comp time may be accrued up to a maximum of 50 hours:

Administrative Assistant.

- D. In reference to the court decision of "Abshire vs County of Kern", 908F.2D (483)(9th Cir. 1990), the City of Glendora has never had a policy of "docking" exempt employees' paychecks for absences of less than one day when there was not sufficient accrued leave time on account. Subject to any court decision or forthcoming federal or state employment regulation, the "Exempt Executive and Administrative" positions listed above are subject to the following policy:

Short-term absences for less than a day for personal reasons require advance approval of a Supervisor or Department Head. Violation as to abuse of this policy is grounds for

discipline. Absences of less than one day may be charged as personal emergency leave, sick leave, or as administrative leave as determined by the Department Head and City Manager. In the event that there is insufficient leave on account or approval by the Department Head is denied, absences of less than one day will be charged to "a negative leave balance account" which will then be deducted from accrued sick leave as it accumulates.

## **ARTICLE 8 - FLEXIBLE BENEFIT PLAN/HEALTH INSURANCE**

### **A. Health, Dental, Vision, and Long-Term Disability Insurance**

#### **(1) Medical Insurance**

(a) **Employer Contribution to Health Insurance:** Effective January 1, 2017, the City will contribute a monthly amount equal to the Public Employees' Medical and Hospital Care Act (PEMHCA) minimum, but no lower than \$125 per month, towards the cost of any City offered medical plan. This amount cannot be taken as cash or allocated for any purpose other than City offered medical insurance. Any GMA member that opts out of the City offered medical insurance is not entitled to this amount.

(b) **Plans Offered:** The City will maintain its contract with PERS to provide coverage under the Public Employees' Medical and Hospital Care Act. Annuitants may participate at their cost subject to PERS regulations.

(c) **Circumstances under which an Employee May Opt Out of City Coverage:** An employee is required to carry one of the City's designated medical plans unless he or she opts out. An employee 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 s/he 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 described below in Section B. Any employee who opts out of the City's offered health insurance is not entitled to cash out the employer contribution referenced in subsection (a) above, but may cash out the flexible benefit amount described in Section B below as long as he/she has provided proof of enrollment in an alternative group health plan.

(2) **Dental Insurance:** It is mandatory for employees to enroll in the City's designated dental plan and pay the premium unless during the annual open enrollment period, the employee provides a written waiver and documentation confirming that s/he is enrolled in an alternative dental health plan. Dependent coverage is optional (and at the employee's cost).

(3) **Vision Insurance:** It is mandatory for employees to enroll in the City's designated vision plan. The City will pay the employee's portion of the Vision Plan cost. Dependent coverage is optional (and at the employee's cost).

(4) Long-Term Disability Insurance: It is mandatory for employees in this group to participate in a long-term disability insurance plan. The amount of monthly income shall be 60% of the first \$5,000 of the member's basic monthly earnings (maximum of \$3,000), reduced by any deductible benefits and subject to all terms and conditions of the policy of coverage (60 day elimination period). City pays one-half of the long-term disability premium, the balance to come from employee Flexible Benefit Plan.

**B. Flexible Benefits**

(1) Flexible Benefit Amount: The Flexible Benefit Plan amount shall be \$820 plus 1.25% of monthly salary per month. However, any and all amounts in excess of \$820 +1.25% of salary per month shall not be convertible to cash.

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

- (a) Employees may direct flexible benefit amounts to City designated medical plans in addition to the Employer Contribution (defined in Section A(1)(a) above). To the extent any premium exceeds the aggregate amount of the Employer Contribution plus any flexible benefit amount the employee may direct toward premiums, the employee will pay the additional cost.
- (b) Employees may use flexible benefit amounts to purchase coverage for City dental and/or vision plans. If the premium exceeds the flexible benefit amount the employee will pay the additional cost.
- (c) Employees may use flexible benefit amounts toward the purchase of 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. If the premium exceeds the flexible benefit amount the employee will pay the additional cost.
- (d) Employees may use flexible benefit amounts to participate, up to the maximum amount allowed by law, in a City provided deferred compensation plan. (Participation is not limited to flexible benefit funds.)
- (e) Employees may receive cash payment of the flexible benefit amount as set forth in Section B, subsections (1) and (2) above, or any portion thereof, as long as the employee has enrolled in a City health plan or has presented proof of enrollment in alternative group health coverage, unless otherwise required by PERS or the I.R.S. Any flexible benefit amount taken as cash shall be made as a direct payment subject to state and federal taxable deductions. The flexible benefit amount may not be used to reimburse an employee for any premium expenses an employee may incur for an individual health insurance policy, including a policy purchased through Covered California.

- (f) Employees may purchase with excess Flexible Benefit Plan funds, up to an additional five days of vacation at salary rate at time vacation days are purchased.

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).

### **ARTICLE 9 - LIFE INSURANCE**

The City of Glendora shall maintain, for the benefit of full-time employees within the Association, term life and accidental death insurance policy in the amount of \$50,000 (premiums paid by the City). Employees may purchase additional term insurance to a maximum of \$500,000 or five times annual salary (whichever is less), subject to the terms and conditions of the insurance policy.

### **ARTICLE 10 - IRS SECTION 125 AND 129**

City will maintain the 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, dental and vision insurance and other eligible costs, with the understanding that if a third party administrator is retained, any service or administration fees 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 select and change the third party administrator as necessary.

### **ARTICLE 11 - PERS RETIREMENT**

The City of Glendora has a three tier retirement plan as follows:

#### **Tier 1**

2.5% at 55 formula for employees hired on or before April 30, 2012.

The employee pays 100% of the mandated CalPERS employee contribution, which is eight percent (8%) of compensation.

#### **Tier 2**

2% at 60 formula for employees hired May 1-December 31, 2012 and for employees hired on or after January 1, 2013 who are considered "Classic Employees" by CalPERS under PEPRA.

The employee pays 100% of the mandated CalPERS employee contribution, which is seven percent (7%) of compensation.

#### **Tier 3**

2% at 62 formula for employees hired on or after January 1, 2013 that meet the definition of a "New Member" under PEPRA.



The employee pays 100% of the mandated CalPERS employee contribution, which is equal to 50% of the Employer's normal cost as calculated annually by CalPERS. (The current mandated Employee contribution is 6.25% of compensation.)

### **ARTICLE 12 - PERS CONTRACT AMENDMENTS**

- A. City agrees to maintain contract with PERS to include Section 21024, "Military Service Credit as Public Service".
- B. City to maintain contract with PERS to retain "single-highest year retirement compensation" formula (Retirement Law Section 20042) for Tier 1 employees (2.5% at 55 formula).  
  
Tier 2 employees (2% at 60 formula) and Tier 3 employees (2% at 62 formula) are subject to a "final compensation" determination based on the highest average annual compensation earnable by a PERS member during the three consecutive years of employment immediately preceding the effective date of the member's retirement.
- C. City to maintain contract with PERS to provide unused sick leave credit (Section 20965). This retirement formula modification was made in 1986 in consideration for dropping prior sick leave bonus paid upon retirement.
- D. 1959 Survivors Benefit Revision: The City will maintain its contract with PERS for the 1959 Survivors Benefits Program "increased" level (Level 2) at no additional cost to the employee. (The current standard level monthly employee cost is \$2 and will remain an employee cost.)
- E. Section 21237 is now Section 21551 and, as of January 1, 2000, automatically covers a spouse of a deceased local member who has remarried. If, at some future time, the City amends its contract with PERS to include Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance), the City will include Section 21635 (formerly Section 21266) allowing a surviving spouse to continue to receive benefits after remarriage.

### **ARTICLE 13 - RETIREE MEDICAL PLAN CONTRIBUTION**

The City pays and will continue to pay the current minimum employer contribution for retiree medical insurance as required by PEMHCA towards the cost of any City designated PERS retiree medical plan.

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 directly from their employment with the City of Glendora by taking a regular service retirement, and drawing a retirement allowance, provided the member has a minimum of 15 years of service as a Glendora City employee, and at the time of retirement, has a minimum balance of 500 hours of accumulated sick leave. If a retiree ceases drawing a retirement allowance (by reinstatement to the PERS system), this payment shall cease forever and will not be reestablished upon a future retirement. This benefit shall also cease upon the death of the retiree and the retiree's survivors shall receive no further benefit under this provision.

Any member retiring after June 29, 1998, shall be eligible for a supplemental medical insurance reimbursement payment of up to \$100 per month, paid quarterly, to age 65. Payment will only be made upon submittal of evidence satisfactory to the City of medical insurance coverage and costs actually incurred by the retiree during the period claimed for reimbursement.

The quarterly payments shall be subject to withholding tax and other deductions required by law.

At the time of retirement, the employee must sign a written agreement containing these terms and conditions prior to the commencement of supplemental payments.

#### **ARTICLE 14 - VACATION LEAVE ACCUMULATION**

Employees will stop accruing vacation leave if they have more than 160 working hours of vacation leave accumulated at the first pay period that ends in January. Only under abnormal or special situations may more than this amount be carried over and then only with the consent of the Department Head and City Manager. An example of an "abnormal situation" would be if the employee sought, and received prior approval, extended vacation leave for an unusually long pre-planned vacation in Europe or where, due to the work demands of his/her department, the employee was not allowed to take requested vacation time during that year.

When an employee has reached the maximum permitted 160 hours of accrued vacation leave, and the employee and department head agree that, because of the employee's work load, a vacation would interfere with that employee's ability to complete an assignment or project, the department head may recommend to the City Manager, approval of converting up to 40 hours of vacation time to cash provided that, during that calendar year, the employee has taken at least 40 hours of vacation. The decision on whether vacation time or cash conversion may be taken shall be exclusively that of the City of Glendora.

#### **ARTICLE 15 - VACATION LEAVE SCHEDULE**

All full-time employees hired prior to August 23, 2011 earn hourly vacation credits per biweekly pay period according to the rate schedule below:

<u>End of Year</u>	<u>Days of Vacation</u>	<u>Hrs/Pay Period</u>
1	13	4.00
5	14	4.31
6	15	4.62
7	16	4.92
8	17	5.23
9	18	5.54
10	19	5.85
12	20	6.15
15+	21	6.46

All unit members initially hired on or after August 23, 2011 shall earn hourly vacation credits per biweekly pay period according to the rate schedule below. ("Initial Hire" includes only those employees not currently holding a full-time probationary or permanent position with the City of Glendora, regardless of representation unit):

<u>End of Year</u>	<u>Days of Vacation</u>	<u>Hrs/Pay Period</u>
1	10	3.08
5	11	3.39
6	12	3.69
7	13	4.00
8	14	4.31
9	15	4.62
10	16	4.92
12	17	5.23
15+	18	5.54

### **ARTICLE 16 - HOLIDAYS**

The following twelve (12) holidays shall be equivalent to a regularly scheduled work shift:

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

One (1) floating holiday will be included in the annual holiday schedule, subject to supervisory approval of scheduling, which must be used prior to the end of the last pay period with a June pay date.

Christmas Eve and New Year's Eve will be designated as holidays except when Christmas and New Year's days fall on a Sunday or Monday. Employees scheduled to work on one or both of these holidays shall receive eight hours of holiday pay for each period worked in addition to regular compensation. Employees scheduled to work on one or both of these times but on an approved leave shall receive holiday pay in lieu of leave pay.

### **ARTICLE 17 - ADMINISTRATIVE LEAVE**

All "Exempt" classifications as defined under Article 7, will receive 40 hours of Administrative Leave each fiscal year. Starting the first pay period in July, the 40 hours must be used by the end of the last pay period with a June pay date.

Both Exempt and Non-Exempt employees can receive additional occasional Administrative Leave as approved by the Department Head and City Manager. Neither shall be construed as CTO or compensable at time of separation, nor may it be carried forward into a succeeding 12 month period. All leave to be taken is subject to the advance approval of the employee's Supervisor or Department Head.

All full-time "Exempt" employee classifications represented by GMA hired on or after August 23, 2011 shall receive 24 hours of Administrative Leave per fiscal year.

### **ARTICLE 18 - SICK LEAVE ACCRUAL**

Sick leave for full-time employees is accumulated on a biweekly basis at the rate of 3.69 hours per pay period on an unlimited basis.

### **ARTICLE 19 - 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 full-time employee (including Probationary employees) shall be allowed to use up to 5 days (i.e., 40 hours) of bereavement leave. In the event that the deceased family member's place of residence or the interment service is more than a 500-mile radius from Glendora, one additional bereavement leave day (i.e., 8 hours), will be allowed.

### **ARTICLE 20 - PERSONAL EMERGENCY AND FAMILY ILLNESS LEAVE**

**Part A:** Full-time employees may, upon their request and with department head pre-approval, use up to five (5) days (i.e., 40 hours) of sick leave as "Personal Emergency Leave" per 12 month period commencing the first pay period with a January pay date. 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:** (California Family Sick Leave) Section 233 of the California Labor Code allows for employees may use up to one-half of his/her annually accrued sick leave to attend to the illness of a family member as defined under this law.

### **ARTICLE 21 - JURY DUTY**

Full-time employees who are called to jury service during their regularly scheduled work period shall be encouraged to perform this civic responsibility and shall be excused from work 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 22 - MEDICARE DEDUCTION**

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

## **ARTICLE 23 - MILEAGE REIMBURSEMENT**

Vehicle mileage reimbursement shall be made at the same rate as approved by the IRS effective January 1 each year for the authorized use of a personal vehicle on City business. This does not apply to employees designated and receiving a fixed monthly vehicle allowance from the City or who are provided with a city owned vehicle for business purposes.

Employees receiving a fixed monthly vehicle allowance, or who use their personal vehicle on City business and receive mileage reimbursement, shall obtain and maintain personal vehicle insurance as required by California law and said employee's insurance shall be "primary". Once annually these employees shall provide their department head with evidence (such as an insurance identification card), that their personal vehicle is insured to at least the minimum level required by state law. Employees by doing so do not waive any sections of the State Government, Insurance or Vehicle Codes that may relate to driving while employed.

## **ARTICLE 24 - VEHICLE ALLOWANCE**

The City provides a monthly vehicle allowance of \$300 for the Building and Safety Superintendent, Public Works Maintenance and Operations Manager, Water Division Manager, Parks/Community Services Manager, Recreation Superintendent and Support Services Supervisor.

## **ARTICLE 25 - TEMPORARY ASSIGNMENT COMPENSATION**

As provided under Section 4.16 of the City Personnel Rules, a full-time employee working in a higher classification assignment for a period exceeding 30 consecutive calendar days shall receive additional temporary compensation commencing the pay period that includes the 31<sup>st</sup> day, as adjusted to the next salary step within the employee's current salary range or in circumstances when no next step within the existing salary range is available, to the next closest salary step in a higher pay range that would provide a minimum 5 percent additional compensation. If an employee is assigned in the same acting capacity again within twelve (12) months of the first acting assignment, he/she will not have to "requalify" for acting pay if he/she served in that same acting capacity a minimum of ten (10) or more consecutive working days. (This article is not applicable in cases involving a vacation of ten (10) working days or less.)

## **ARTICLE 26 - TUITION REIMBURSEMENT**

All regularly appointed full time Glendora Management Association Unit employees who have passed their initial probation shall be eligible for the tuition reimbursement program. The courses of study or specialized training taken at an Accredited College or University, shall be directly related to the employee's current occupation or for preparing for future promotions within the City, subject to the limitations and provisions as described below:

All course work must be personally attended by the employee at an Accredited community college, college or university. . With the approval of the Department Head and the Human Resources Director, on-line courses of instruction offered by a community college or state college or university may be substituted in lieu of personal attendance in a classroom.

Each eligible employee shall obtain approval from his/her department head and the Human Resources Director for his/her courses of study a minimum of two weeks prior to enrollment. Approval must be obtained for place of education, course of study, and time of completion. Reapproval must be obtained for each change in course or place of education. The City, for the purposes of reimbursement to employees, will view the academic year as September through August and will reimburse the actual cost of tuition in an amount not to exceed \$6,200 per academic year for eligible employees who obtain approval in accordance with the above process. Such eligible employees will also receive \$500 towards course required books at approved programs, laboratory fees, and other related educational materials directly correlating to the approved course(s)..

Coursework as described herein must be completed at a college or university accredited by the Western Association of Schools and Colleges (WASC) or one of the equivalent Regional Accrediting Organizations which include:

1. Middle States Association of Colleges and Schools (MSACS)
2. New England Association of Schools and Colleges on Institutions of Higher Learning (NEASC-CIHE)
3. Northwest Commission on Colleges and Universities (NWCCU)
4. North Central Association of Colleges and Schools Higher Learning Commission (NCACS-HLC)
5. Southern Association of Colleges and Schools Commission on Colleges (SACS)

Credits given for non-classroom assignments such as life experience, military training, and professional training are not reimbursable under this provision.

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 all costs related to the program. The tuition reimbursement form and required back-up documentation must be submitted to Human Resources within sixty (60) calendar days of the completion of the approved course(s) and of receiving final grade(s).

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.

## **ARTICLE 27 - EMPLOYEE ASSISTANCE PLAN (EAP)**

City will maintain the current Employee Assistance Plan and supervisor training. Selection of the provider and administration of the plan will continue to be at discretion of City. Current provider: Community Action EAP.

## **ARTICLE 28 - PHYSICALS**

Where specific circumstances warrant, the City Manager may authorize a management physical by the City's designated physician no more often than once every other year. Costs to be processed through employee's health insurance and the balance submitted to the City for reimbursement.

## **ARTICLE 29 - PROFESSIONAL DUES**

Employees of this Group are compensated for organizational dues and conference attendance on a budgeted basis with prior approval of the City Manager.

## **ARTICLE 30 - RESIDENCY REQUIREMENT**

In order to provide an adequate response in the event of a natural disaster, major civil disobedience or other City needs, any employee hired by the City to fill represented positions after July 1, 1997, must have and maintain a permanent primary (i.e. 51% or more of the time) residence within sixty-five (65) miles or less of the Glendora City Hall.

## **ARTICLE 31 - CITY RIGHTS**

It is understood that all rights, powers and authority possessed by the City prior to the execution of the 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 staffing 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 32 - EMPLOYEE RELEASE TIME**

For meet and confer issues with management, City agrees to grant paid employee release time for up to four regular committee members and one alternate to attend scheduled bargaining or negotiating sessions including one-half hour release time at the beginning and at the end of each session for preparation. The alternate member shall only be released to attend a bargaining session when a "regular" member has indicated he/she is unable to attend. No employee shall receive overtime compensation for time spent in the meet and confer process. No more than two employees from the same department may serve on a committee.

### **ARTICLE 33 - PREGNANCY LEAVE**

City shall administer employee pregnancy leaves in accordance with attached Policy, Exhibit A.

### **ARTICLE 34 - DISCIPLINE AND GRIEVANCE**

- A. **Minor Discipline:** Employees from this bargaining group subjected to “minor discipline” of suspension of 3 days or less, written reprimand, or a performance evaluation, may meet one-on-one with the City Manager to discuss the matter. No one else is to be present and this meeting will not be conducted as an evidentiary hearing and does not constitute an appeal hearing. The City Manager’s decision shall be final, whether verbal or written.
- B. **Group/Association Grievance:** A group grievance may be filed when one (1) set of circumstances or occurrences affects more than one (1) employee in the same manner or to the same extent. The group may file one (1) document which all members of the group have read and signed. Members of the group shall be limited to those who have signed the grievance. The resolution of a group grievance may not be consistent among all employees in the group grievance due to differences in the circumstances or occurrences that brought about the grievance.

A group grievance affecting all members of an employee organization may be brought by the employee organization itself. In such case the procedure shall be commenced directly within fifteen (15) working days after authorized representatives of the employee organization knew or by reasonable diligence should have known of the condition giving rise to the grievance and shall be subject to all applicable time limitations and the provisions set forth in Rule 11 of the Personnel Rules.

- C. Section 11.1 of the City Personnel Rules shall be amended to read as follows: Matters subject to grievance procedures. Any alleged violation(s) of the Personnel Rules or adopted MOU, except matters subject to Rule 9.0, shall be considered to be a matter subject to review through the grievance procedure.
- D. Section 9.7.7 and Section 9.7.8 of the City Personnel Rules dealing with disciplinary appeal hearing procedures, shall be inapplicable to this bargaining unit and replaced by the procedures contained in attached Exhibit B.
- E. Section 11.4 of the City Personnel Rules dealing with grievance appeal procedures, shall be inapplicable to this bargaining unit. The Advisory Arbitration process set forth in the Amendments to Rule 9 contained in attached Exhibit B, shall be utilized if the employee does not agree with the decision reached by the Department Head. It is expressly agreed and understood that the burden of proof, and the burden of going forward with the evidence, rests with the grievant(s) rather than the City.



## **ARTICLE 35 - WAIVER OF BARGAINING DURING THE TERM OF THIS AGREEMENT**

Except as provided herein, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours and terms and conditions of employment, whether or not covered by the Memorandum of Understanding or in the negotiations leading thereto, and whether or not such matters were discussed or were even within contemplation of the parties hereto during the negotiations leading to this Memorandum of Understanding except as provided herein. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement in writing, agree to meet and confer about any matter during the term of this Memorandum of Understanding.

## **ARTICLE 36 - SAVINGS CLAUSE**

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

## **ARTICLE 37 - FMLA POLICY**

In accordance with City Administrative Policy 6.11 FMLA, 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.

## **ARTICLE 38 - PERSONNEL RULE 4.5(2)**

A unit member shall be eligible for salary step 2 (i.e., B) upon completion of twelve (12) months of employment and for continued satisfactory and efficient service and continued improvement in the effective performance of the duties of the position. All remaining personnel rule conditions precedent to advancement to salary step 2 (i.e., B) shall remain unchanged.


The parties hereto have caused this Memorandum of Understanding to be executed this 29<sup>th</sup>  
day of June, 2016.

**CITY OF GLENDORA**

Dated: 6/29/16

By:   
Chris Jeffers, City Manager

Dated: 6/29/16

By:   
Victoria Cross, Human Resources and Risk  
Management Director

**GLENDORA MANAGEMENT ASSOCIATION**

Dated: 6/29/16

By:   
Chief Bargaining Representative

## EXHIBIT A

### **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

## **EXHIBIT B**

### **THIRD PARTY ADVISORY PROCESS FOR DISCIPLINARY APPEALS**

The "third party" advisory process is the step between the Department Director's action and the City Manager's final decision. In the Department Director's notice of final disciplinary action (which should be served by certified mail or personal delivery) shall be a statement which clearly informs the employee that he/she has the right, within ten (10) working days after receipt of the response, to request the next level of appeal. The day the employee receives the Department Director's final notice shall not count as one of the ten (10) days.

The employee's request for the next level of appeal must be addressed to the Personnel Director and received in the Personnel Office so that same is date stamped by the Personnel Office within the ten-day period.

If, within the ten-day appeal period, the employee involved does not file said appeal, unless good cause for the failure is shown, the action of the Department Director shall be considered conclusive and shall take effect as prescribed. If within the ten-day appeal period, the employee involved files such notice of appeal by giving written notice of appeal to the Personnel Director, an appeal hearing shall be established as follows:

- a) If a single third party hearing officer cannot be agreed upon by the Personnel Director and the employee's representative (or employee alone if unrepresented), the American Arbitration Association shall be requested to submit a list of seven (7) persons qualified to act as arbiters to the City and the employee. Within ten (10) days following receipt of the list of arbiters, the parties shall meet to select the arbiter. The parties shall alternately strike one (1) name from the list of arbiters (the right to strike the first name to be determined by lot) until one (1) name remains, and that person shall be the arbiter.
- b) Where practicable, the date for a hearing shall not be less than twenty (20) days, nor more than sixty (60) days, from the date of the filing of the appeal with the Personnel Director. The parties may stipulate to a longer or shorter period of time in which to hear the appeal. All interested parties shall be notified in writing of the date, time and place of hearing.
- c) All hearings shall be private, however, the arbiter shall, at the request of the employee, open the hearing to the public.
- d) Subpoenas and subpoenas duces tecums pertaining to a hearing shall be issued at the request of either party, not less than five (5) working days, prior to the commencement of such hearing. After the commencement of such hearing, subpoenas shall be issued only at the discretion of the arbiter.

**THIRD PARTY ADVISORY PROCESS FOR  
DISCIPLINARY APPEALS (continued)**

- e) The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence shall be excluded. The arbiter shall not be bound by technical rules of evidence. The arbiter shall rule on the admission or exclusion of evidence.
  
- f) Each party shall have these rights: To be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the respondent does not testify in his/her own behalf, he/she may be called and examined as if under cross-examination. Oral evidence shall be taken only on oath or affirmation. A court reporter will be engaged to record the hearing, unless the parties (City, employee/employer representative) mutually agree that same is not necessary. In the event that both parties mutually agree that a court reporter is not necessary, the hearing shall be electronically recorded. If either party requests a transcript of the electronic recording, the City shall have the recording transcribed by a court reporter.
  
- g) The hearing shall proceed in the following order, unless the arbiter, for special reason, otherwise directs:
  - (1) The party imposing discipline shall be permitted to make an opening statement;
  - (2) The appealing party shall then be permitted to make an opening statement;
  - (3) The party imposing disciplinary action shall produce the evidence on his/her part; the City bears the burden of proof and burden of producing evidence;
  - (4) The party appealing from such disciplinary action may then open his/her defense and offer his/her evidence in support thereof; the employee bears the burden of proof and the burden of producing evidence for any affirmative defenses asserted;

**THIRD PARTY ADVISORY PROCESS FOR  
DISCIPLINARY APPEALS (continued)**

- (5) The parties may then, in order, respectively offer rebutting evidence only, unless the arbiter for good reason, permits them to offer evidence upon their original case;
  - (6) Closing arguments shall be permitted and written briefs may be permitted at the discretion of the arbiter.
- h) The arbiter shall determine relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the arbiter, in his/her discretion, for good cause, otherwise directs. No still photographs, moving pictures, or television pictures shall be taken in the hearing chamber during a hearing. The arbiter, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision. The arbiter shall render his/her written judgment as soon after the conclusion of the hearing as possible and in no event later than thirty (30) days after conducting the hearing. His/her decision shall set forth which charges, if any, are sustained and the reasons therefore. The opinion shall set forth findings of fact and conclusions. The opinion shall be advisory only.
- i) The arbiter may recommend sustaining or rejecting any or all of the charges filed against the employee. He/she may recommend sustaining, rejecting or modifying the disciplinary action invoked against the employee. He/she may not recommend for discipline more stringent than that invoked by the Department Director.

The arbiter's opinion and recommendation shall be filed with the City Manager, with a copy sent to the charged employee, and the Personnel Director, and shall set forth his/her findings and recommendations. If it is a dismissal hearing and a dismissal is not the arbiter's recommendation, the opinion shall set forth the recommended date the employee is recommended to be reinstated and/or other recommended action. The reinstatement date, if appropriate, may be any time on or after the date of disciplinary action.

**THIRD PARTY ADVISORY PROCESS FOR  
DISCIPLINARY APPEALS (continued)**

- j) Within thirty (30) days of the receipt of the arbiter's findings and recommendation, and transcript (if requested), whichever date is later, the City Manager shall adopt, amend, modify or reject the recommended findings, conclusions, and/or opinions of the arbiter. Prior to making a decision which modifies or rejects the recommendation of the arbiter, the City Manager shall order and read the transcript of the Third Party Advisory Process. Prior to making a decision which supports the arbiter, the City Manager may order and read the subject transcript, at his/her option. The City Manager shall not conduct a de novo hearing. The City Manager may, at his/her option, allow limited oral arguments and/or may request and review written statements from either side. The decision of the City Manager shall be final and conclusive. Copies of the City Manager's decision, including the arbiter's recommendation(s) shall be filed where appropriate, including the employee's personnel file, unless no discipline is upheld by the City Manager.

Each party shall bear equally the cost of facilities, fees and expenses of the arbiter, including the court reporter and transcripts. Each party shall bear its own witness and attorney fees. If either party unilaterally cancels or postpones a scheduled arbitration, thereby resulting in a fee charged by the arbiter or court reporter, then the party responsible for the cancellation or postponement shall be solely responsible for payment of that fee. This process shall not apply to mutual settlements by the parties which result in an arbitration fee.

- k) In the case of suspension, demotion, reduction in salary, or dismissal prescribed by the City Manager, the time of such suspension, demotion or dismissal shall be effective from the first day after such delivery of said decision or shall relate back to and be effective as of the date the employee was suspended from duty pending hearing before and decision by the City Manager, whichever is applicable. If discipline imposed resulted in loss of pay, and the decision results in reduction or elimination of loss of pay, the pay loss shall be restored to the employee based on the number of standard work hours lost computed at his/her then base hourly rate.
- l) The provisions of Section 1094.6 of the Code of Civil Procedure shall be applicable to proceedings under this Section.

**EXHIBIT C**

**Glendora Management Association**

Accounting Manager  
Accounting Supervisor  
Administrative Assistant  
Assistant Finance Director  
Assistant to the City Manager  
Assistant Public Works Director/City Engineer  
Building and Safety Superintendent  
City Planner  
Deputy City Clerk  
Transportation Programs Analyst  
Equipment Maintenance Supervisor  
Executive Assistant  
Human Resources and Risk Management Analyst  
Human Resources and Risk Management Technician  
Human Services Superintendent  
Information Systems Technology Supervisor  
Landscape/Contracts Supervisor  
Public Works Maintenance Operations Manager  
Management Analyst  
Parks/Community Services Manager  
Parks Supervisor  
Police Records Supervisor  
Principal Civil Engineer  
Recreation Superintendent  
Recreation Supervisor  
Senior Librarian  
Senior Planner  
Street Supervisor  
Support Services Manager (Library)  
Support Services Supervisor (Police)  
Water Division Manager  
Water Superintendent