

RESOLUTION CC 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING A SIDE LETTER AGREEMENT TO THE 2016-2019 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE GLENDORA MANAGEMENT ASSOCIATION (GMA)

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

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

WHEREAS, in 2016 the Glendora City Council approved a three year Memorandum of Understanding (MOU) with the Glendora Management Association (GMA); and,

WHEREAS, representatives of the City of Glendora and GMA have meet and negotiated to regarding various terms and conditions of employment in a Side Letter Agreement attached hereto and incorporated herein by this reference; and,

WHEREAS, in April 2019, GMA membership approved negotiated modifications to the 2016-2019 GMA MOU and both parties have come to tentative agreement.

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

SECTION 1. That the City Council adopts the Side Letter Agreement dated May 2, 2019, between the City of Glendora and Glendora Management Association attached hereto as Exhibit A.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

SECTION 3. The City Clerk is hereby directed to forward a copy of this resolution to the Finance Director and Human Resources and Risk Management Director.

APPROVED and PASSED this 14th day of May, 2019.

City Council of Glendora, CA

BY: 
JUDY M. NELSON, Mayor

APPROVED AS TO FORM:
Aleshire & Wynder, LLP


WILLIAM W. WYNDER, City Attorney

CERTIFICATION

I, Kathleen R. Sessman, City Clerk of the City of Glendora, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 14th day of May, 2019, by the following vote:

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

Dated: May 15, 2019


KATHLEEN R. SESSMAN, City Clerk

Exhibit A
CITY OF GLENDORA AND GLENDORA MANAGEMENT ASSOCIATION
SIDE LETTER AGREEMENT
May 14, 2019

This Side Letter is entered into by and between the **CITY OF GLENDORA**, a general law city & municipal corporation (“City” or “Glendora”), and **THE GLENDORA MANAGEMENT ASSOCIATION** (“Association”). City and Association may be referred to, individually or collectively, as “Party” or “Parties.”

The Parties have previously entered into that certain **MEMORANDUM OF UNDERSTANDING**, covering the period July 1, 2016 through June 30, 2019 (the “MOU”), governing the wages, hours and working conditions for Association members employed by City. The Parties have met and conferred regarding various terms and conditions of employment and desire now to set forth their mutual understanding in this “Side Letter Agreement” (the “Agreement”).

This Agreement is entered into by the Parties to set forth an agreed upon understanding with respect to the matters set forth herein, pending further negotiations regarding the terms and conditions of the employment of the Association by the City. In entering into this Side Letter, the Parties acknowledge and agree that this Agreement shall not be deemed to constitute a “past practice” of the City or a final and binding Memorandum of Understanding between the Parties. The Parties understand and agree that the terms of this Agreement may be the subject of further negotiations between the parties at the time the MOU is open to new negotiations.

Section 1. To implement Assembly Bill (“AB”) No. 119, signed by the Governor on June 27, 2017, the Parties agree:

(a) Association representative(s) will be allowed up to twenty (20) minutes during each new employee orientation session to talk to new employees eligible to be members of the Association and to explain the rights and benefits under the MOU. Association representative(s) will be given notice of new employee onboarding session at least ten (10) calendar days prior to the session.

(b) “New Employee Orientation” shall mean and be understood by the Parties as the onboarding process of a newly hired, promoted, demoted, or transferred City employee(s), whether in person, online, or through other means or media, in which newly hired, promoted, demoted, or transferred City employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

(c) Within the earlier of 30 days after the date of hire of each newly hired City employee(s) eligible to become members of the Association, City will provide Association representative(s) with an electronic copy of the name, home address,

personal email address, employee number, classification title, pay rate, work location, work phone number, hire date, birthdate, ethnicity, gender and personal cell phone number of all new employees. City will further provide Association representative(s) with an electronic copy of the same information above for all employees eligible to be members of Association at least every 120 days.

Section 2. ARTICLE 25 - TEMPORARY ASSIGNMENT COMPENSATION

(a) An interim increase shall be afforded to all employees in the Bargaining Unit represented by Association, who have been temporarily assigned to a higher level position. The employee will be compensated at Step 1 of the higher level position or receive a five-percent (5%) increase, whichever is greater. Such interim placement shall be, in the exercise of City's management rights, at the unfettered discretion of the relevant department head(s) and the pay increase shall be effective beginning the first full workday of each assignment; provided, however, that such temporary increase shall not be given in the case of vacation relief.

(b) An employee in the Bargaining Unit represented by Association, who has been assigned on an interim basis to a higher level position for six (6) months during any consecutive 12-month period, shall be promoted to the higher level classification where, (i) there is no incumbent in the position; (ii) the assigned employee meets the minimum qualifications of the relevant position; and (iii) the relevant position is a budgeted vacant position. Vacancy assessment and any resulting reorganization may impact position qualifications, but shall not be used for the purposes of avoiding promotion. Should there be multiple employees qualifying for an acting assignment, it may be made on a rotating basis but shall not be rotated for the purposes of avoiding compensation under this section.

Section 3. ALTERNATIVE WORK SCHEDULE

Alternative work schedules may be afforded to employees in the Bargaining Unit represented by Association. It is City's intent whenever operationally feasible and within the sound discretion of the relevant department head(s), within his/her unfettered discretion, to enable employees in the Bargaining Unit represented by Association currently on such schedules to remain on that work schedule. Available schedules may include the 9/80, 4/10, 3/12, variants adapted to maintain operations; and the traditional 5/8 scheduling options. Employees on alternative schedules will accrue various vacation, sick, and other leave time(s) in the same manner as 5/8 schedules. Utilization of such leave time(s) will be charged based on the schedule worked (e.g. 10 hours of vacation charged for each vacation day on a 4/10 schedule).

The availability of alternative schedules will be determined by the relevant department head(s) with the approval of the City Manager, within their unfettered discretion, provided the same shall not be unreasonably denied. Every effort shall be made to honor alternative work schedules for those employees in the Bargaining Unit represented by Association currently on such schedule(s). Any movement of employees in the

Bargaining Unit represented by Association to and from modified work weeks shall be done in accordance with applicable Personnel Rules, Administrative Policies and or Procedures.

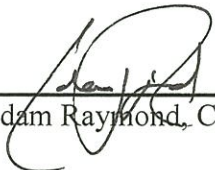
Section 4. PROMOTIONS

For position vacancies within the bargaining unit, the City shall consider all qualified employee applicants. Initial screening of internal candidates will be for minimum qualifications only; external candidates may be screened for additional highly desired criteria. Overall, the City will select the applicant who, in the City's judgement and discretion, is best qualified by virtue of skills, abilities, experience and other qualifications as defined in the job description and/or outlined in the City's positing for the vacancy. The City reserves the right to hire the most qualified candidate for any position, whether an internal or external candidate.

ACKNOWLEDGED & AGREED TO:

CITY OF GLENDORA

Dated: 5/14/19

By: 
Adam Raymond, City Manager

APPROVED AS TO FORM:


William Wynder, City Attorney

GLENDORA MANAGEMENT ASSOCIATION

Dated: 5/14/19

By: 
Elvia Harvey, GMA President

[END OF SIGNATURES]