MEMORANDUM OF UNDERSTANDING

City of Glendale and the Glendale Management Association

July 1, 2020 – June 30, 2021	General Managers
July 1, 2018 – June 30, 2022	Sworn Fire Managers
July 1, 2019 – June 30, 2022	Sworn Police Managers

CITY OF GLENDALE

AND

GLENDALE MANAGEMENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING

July 1, 2020 – June 30, 2021	General Managers
July 1, 2018 – June 30, 2022	Sworn Fire Managers
July 1, 2019 – June 30, 2022	Sworn Police Managers

Adopted
06/09/20
Najarian/Devine
Noes: Kassakhian

RESOLUTION NO. 20-80

A RESOLUTION OF THE CITY OF GLENDALE APPROVING AND ADOPTING A ONE YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND THE GLENDALE MANAGEMENT ASSOCIATION (GMA) ON BEHALF OF GENERAL (NON-SWORN) MANAGERS COMMENCING ON JULY 1, 2020 AND TERMINATING AFTER JUNE 30, 2021.

WHEREAS, the City of Glendale (hereinafter referred to as "City") and the Glendale Management Association (hereinafter referred to as "Association"), on behalf of non-sworn general managers, have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Association have agreed to the terms of a Memorandum of Understanding for a period of one year, covering general managers commencing on July 1, 2020 and terminating after June 30, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:

Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein by this reference as Exhibit "1", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding. The Director of Human Resources is authorized to make minor clerical and other minor language clarifications to the MOU so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

Section 2. The City Council further authorizes the City Manager and

Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Section 4. The compensation and fringe benefits provided to Association employees pursuant to this Memorandum of Understanding shall also be provided to "GMA-Exempt" employees in the same manner as set forth in the MOU for Association employees.

Adopted this 9th day of June 2020.

Vrej Agajanian
Mayor

Aram Adjemian
City Clerk

APPROVED AS TO FORM
CITY ATTORNEY
DATE 6/9/20

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Aram Adjemian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 9th day of June, 2020, and that the same was adopted by the following vote:

Ayes: Brotman, Devine, Najarian, Agajanian
Noes: Kassakhian
Absent: None

Aram Adjemian
City Clerk

Adopted
08/28/18
Gharpetian/Devine
Absent: Najarian

RESOLUTION NO. 18-171

A RESOLUTION OF THE CITY OF GLENDALE APPROVING AND ADOPTING A FOUR YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND THE GLENDALE MANAGEMENT ASSOCIATION (GMA) ON BEHALF OF SWORN FIRE MANAGERS COMMENCING ON JULY 1, 2018 AND TERMINATING AFTER JUNE 30, 2022.

WHEREAS, the City of Glendale (hereinafter referred to as "City") and the Glendale Management Association (hereinafter referred to as "Association"), on behalf of sworn fire managers, have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Association have agreed to the terms of a Memorandum of Understanding for a period of four years, covering sworn managers of the Glendale Fire Department commencing on July 1, 2018 and terminating after June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:

Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein by this reference as Exhibit "1", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding. The Director of Human Resources is authorized to make minor clerical and other minor

language clarifications to the MOU so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

Section 2. The City Council further authorizes the City Manager and Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 28th day of August 2018.

Mayor

City Clerk

APPROVED AS TO FORM

CITY ATTORNEY

DATE 8/22/18

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Ardashes Kassakhian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 28th day of August, 2018, and that the same was adopted by the following vote:

Ayes: Agajanian, Devine, Gharpetian, Sinanyan
Noes: None
Absent: Najarian

City Clerk

Adopted
10/08/19
Gharpetian/Devine
All Ayes

RESOLUTION NO. 19-142

A RESOLUTION OF THE CITY OF GLENDALE APPROVING AND ADOPTING A THREE YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND THE GLENDALE MANAGEMENT ASSOCIATION (GMA) ON BEHALF OF SWORN POLICE MANAGERS COMMENCING ON JULY 1, 2019 AND TERMINATING AFTER JUNE 30, 2022.

WHEREAS, the City of Glendale (hereinafter referred to as "City") and the Glendale Management Association (hereinafter referred to as "Association"), on behalf of sworn police managers, have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and

WHEREAS, the City and the Association have agreed to the terms of a Memorandum of Understanding for a period of three years, covering sworn managers of the Glendale Police Department commencing on July 1, 2019 and terminating after June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE:

Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein by this reference as Exhibit "1", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding. The Director of Human Resources is authorized to make minor clerical and other minor

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language clarifications to the MOU so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

Section 2. The City Council further authorizes the City Manager and Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 8th day of October 2019.

Mayor

City Clerk

APPROVED AS TO FORM

CITY ATTORNEY

DATE 10/2/19

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Ardashes Kassakhian, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 8th day of October, 2019, and that the same was adopted by the following vote:

Ayes: Agajanian, Devine, Gharpetian, Quintero, Najarian
Noes: None
Absent: None

City Clerk

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ARTICLE ONE

I. PARTIES TO MEMORANDUM OF UNDERSTANDING (All Managers)

This Memorandum of Understanding (herein referred to as MOU or Agreement, interchangeably) has been prepared pursuant to the terms of the City of Glendale Employee Relations ordinance, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of Glendale (hereinafter referred to as "City") on behalf of the City Manager and by representatives of the Glendale Management Association (hereinafter referred to as "Association") pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this agreement.

II. GENDER (All Managers)

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION (All Managers)

A. GMA - Recognized Employee Organization

Pursuant to the provisions of the Employee Relations Ordinance of the City of Glendale, as amended, the City recognizes the Glendale Management Association as the exclusive recognized employee organization on behalf of all full-time salaried management and mid-management employees of the City of Glendale.

B. Exclusions

Those classifications and positions excluded include employees designated as confidential or executive.

C. Classifications Recognized

Specific classifications recognized by the City of Glendale being represented by the Glendale Management Association are listed in Appendix "A" of this agreement.

D. Categories for Purposes of This Agreement

For purposes of clarity, this agreement will state “All Managers”, “General Managers”, “Sworn Fire Managers”, and “Sworn Police Managers” as applicable to various sections of this agreement. “All Managers” is inclusive of “General Managers”, “Sworn Fire Managers” and “Sworn Police Managers”.

IV. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES (All Managers)

A. Association and Employee Rights

The City and the Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law which cannot otherwise be waived by this agreement.

B. Payroll Distribution

1. Payroll is distributed on a bi-weekly basis, with the distribution of paychecks occurring every other Thursday. Under the bi-weekly distribution, the pay period shall occur every two weeks, commencing the first (1st) Sunday and concluding on the second (2nd) Saturday of the pay period, with payroll distribution occurring the second (2nd) Thursday following the close of the pay period.

C. Payroll Deduction

The City shall, during the term of this Agreement, deduct monies for membership dues on a paycheck basis from all Managers whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing.

D. Indemnification – Transmittal of Funds

The Association agrees to hold the City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of the deduction or transmittal of such funds to the Association, except the failure of the City to transmit monies legally deducted from employees pursuant to this article to the Association.

E. Payroll Direct Deposit Program

All Managers are required to participate in the City's payroll direct deposit program.

F. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all Managers without discrimination, interference, restraint, or coercion and to comply with exclusive representation responsibilities as set forth in the City's Employee Relations Ordinance as amended.

G. Association Release Time - Meeting and Conferring

The Association negotiating committee shall be allowed release time as approved by

management in order to prepare for meet and confer sessions required for subsequent new Memoranda of Understanding. Unless otherwise agreed to by both parties, the negotiating teams for the Association and City shall not exceed six (6) members each.

H. Release Time - Board of Director Meeting

The Association's Board of Directors or their designated alternate shall be granted release time from their assigned duties to attend regular or special called Board meetings of the Association. Whenever elections are held, the Association shall provide to the City a list of names and classifications of all officers and Board Members and a tentative schedule of all planned Board of Director's Meetings for the calendar year.

I. Release Time - Representation/Business/Recreational Issues

Release time from their assigned duties for on-duty Association Officers, Board of Directors or other unit employees for all other representation and business and/or social/ recreational issues may be granted by the City with prior notification to a supervisor.

J. Association Office Space

1. The City agrees to provide an office space which is available and not needed for City functions and activities for the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.

2. The Association, therefore, agrees that the City maintains the right of access without notice under emergency conditions as set forth in Article Eight of the Memorandum of Understanding between the parties and has the right to periodically inspect this space for maintenance of condition provided that a 24 hour prior notice is given to the President or Vice President and the Association has the opportunity to have a representative in attendance during inspection.

K. Revocation

City reserves the right to revoke Association's use of any facility, space, or equipment for any reason upon prior notification of sixty (60) days to Association. In the event of an emergency, as set forth in Article Eight, the notification provision is waived.

L. Indemnification – Facilities

1. In lieu of charging a rental fee, the Association agrees to hold the City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of any Association's use, placement, installation, operation, goods, services, or device or any publication of libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by the City.

2. Association further agrees to reimburse the City for any costs of repair to any building space or structure provided to them by the City under the terms of this agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees related to the Association use of such facilities.

M. Limitations

The Association, its officers, representatives, and/or members shall conduct Association business, including employee relations matters, as set forth in this Agreement, or with the approval of management.

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES (All Managers)

A. Management Rights

The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City's Employee Relations Ordinance as amended, and including but not limited to, the following rights:

1. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours; work schedules, including call back, stand-by, and overtime; and to make assignments to administrative or operational schedules for Sworn Fire Managers; and general assignments, as the work demands, except as otherwise listed by this agreement.

2. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

3. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

5. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

6. To hire, transfer intra-or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Civil Service Rules and Regulations.

7. To determine policies, procedures, and standards for selection, training, and promotion of employees.

8. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

9. To maintain order and efficiency in its facilities and operations.

10. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

11. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

12. To determine the issues of public policy and the overall goals and objectives of the City's departments and to take necessary action to achieve the goals and objectives of the City's departments.

13. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

14. To take any and all necessary steps and actions to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Impact of Management Rights

The City agrees to meet and confer with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact and consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Civil Service Rules and Regulations, or Departmental Rules and Regulations.

VI. NO STRIKE/JOB ACTION PROVISION (All Managers)

The Association acknowledges the no strike/job action provisions and penalties in the City's Employee Relations Ordinance.

A. Employee Conduct

Any employee who participates in any conduct prohibited in Employee Relations Ordinance shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City.

B. Association Responsibilities

If the Association performs all of the responsibilities in good faith set forth in the

Employee Relations Ordinance, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

VII. BI-MONTHLY MEETING – CITY/GMA (All Managers)

The City Manager or his/her designee and the Director of Human Resources shall meet bi-monthly with representatives of the Association appointed by the Association's president. The purpose of said meeting is to discuss employee relations matters.

ARTICLE TWO

SALARIES AND COMPENSATION

I. SALARY SCHEDULES

All Salary Schedules for General Managers, Sworn Fire Managers, and for Sworn Police Managers are set forth in this Article pursuant to their respective terms.

A. General Managers

1. In recognition of the severe budgetary crisis brought on by the COVID-19 pandemic "stay-at-home" orders, for the fiscal year beginning July 1, 2020 through June 30, 2021, there will be no cost-of-living salary adjustment for General Managers.

B. Sworn Fire Managers

1. Effective the adoption of the MOU between the City and Sworn Fire Managers (August 28, 2018) and the pay period which includes August 28, 2018, Emergency Medical Services (EMS) pay ($1,084.56 annually) and Uniform pay ($1,000 annually) shall be incorporated into the base salaries for the Sworn Fire Manager classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief. Additionally, effective the adoption of the MOU between the City and Sworn Fire Managers (August 28, 2018) and the pay period which includes August 28, 2018, Holiday In-Lieu pay (4.93%) or Administrative Assignment pay (13%) shall be incorporated into the base salaries for the Sworn Fire Manager classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief, depending upon the assignment.

2. Effective with the pay period which includes July 1, 2019, a new Step 6 (which is five and one half percent (5.5%) above the current Step 5) will be added to the salary schedule for the Sworn Fire Manager classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief. Sworn Fire Managers will become eligible for advancement to Step 6 if they have been at Step 5 for at least one (1) year and have received a "successfully meets standard" or above performance evaluation.

C. Sworn Police Managers

1. Effective the pay period beginning September 29, 2019, all Sworn Police Managers in the classifications of Police Lieutenant, Police Captain and Assistant Police Chief shall receive a one and one-half percent (1.5%) salary adjustment above their classifications' current assigned salary range.

2. For the fiscal year beginning July 1, 2020 through June 30, 2021, there will be no cost of living salary adjustment.

3. Effective the commencement of the first pay period that includes July 1, 2021, all Sworn Police Managers in the classifications of Police Lieutenant, Police Captain and Assistant Police Chief shall receive a three percent (3.0%) salary adjustment above their classification's current assigned base salary.

4. Effective the commencement of the first pay period that includes July 1, 2021, one salary step (Step 6) will be added to the existing salary range for all Sworn Police Managers in the classifications of Police Lieutenant, Police Captain and Assistant Police Chief. The new salary step (Step 6) shall be five percent (5%) above Step 5. Unit employees are required to have served or serve a minimum of twelve months at Step 5 (with a minimum "Successfully Meets" evaluation rating) prior to advancement to Step 6.

II. SALARY MARKET ADJUSTMENTS

A. General Managers

The City agrees to survey ten (10) GMA-represented General Manager classifications as selected by the GMA in each year of this agreement.

B. Sworn Fire Managers

No market adjustment proposed.

C. Sworn Police Managers

No market adjustment proposed.

III. GAIN SHARE

During the term of this agreement, the City may provide a one-time, non-PERSable "gain-share" bonus payment between half (0.5%) and one (1.0%) percent of base salary to all unit employees. Said payment will be conditioned upon each year's year end fiscal year budget financial results, at the discretion of the City Manager.

IV. DEFERRED COMPENSATION (All Managers)

A. 457 Deferred Compensation Program

The City administers a 457 deferred compensation program for all Managers, which enables the employee to set aside salaried funds up to the maximum dollar figure allowed under federal law.

B. 401(a) Defined Contribution Plan

The City administers a 401(a) Defined Contribution Plan for all Managers. Each employee may irrevocably elect to participate or not participate in this plan, on a one-time basis only. Each employee who elects to participate shall mandatorily contribute either three and a half percent (3.5%) of their base salary for Management level employees or two percent (2.0%) of their base salary for Mid-Management employees to this plan.

C. Deferred Compensation Included in Employee Base Salary

Any deferred compensation paid by the City either in the form of a 457(c) or 401(a) plan shall be included in the employee's base salary. It is understood and agreed that this City-paid deferred compensation shall be included in all salary and compensation comparisons.

V. STEP ADVANCEMENT IN RATE OF COMPENSATION (All Managers)

A. Salary Steps Advancement

1. **Step 1** - shall be entry step for new Managers in all classifications in this unit.

2. **Step 2** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of six (6) months of service in Step 1 in the same classification.

3. **Step 3** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 2 in the same classification.

4. **Step 4** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 3 in the same classification.

5. **Step 5** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 4 in the same classification.

6. **Step 6** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 5 in the same classification. (General Managers and Fire Sworn Managers only, until the commencement of the first pay period that includes July 1, 2021, when a sixth (6th) salary step will be added to the Sworn Police Manager classifications.)

7. **Step 7** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 6 in the same classification. (General Managers only).

8. **Step 8** - A Manager who receives an evaluation that successfully meets standards or is exemplary should receive this step after the completion of one (1) year of service in Step 7 in the same classification. (General Managers only).

9. **Does Not Meet Standards Evaluation** - A Manager who receives an evaluation that does not meet standards shall not be advanced to the next step until they receive an evaluation that successfully meets standards or is exemplary. All Managers so affected shall be reevaluated within six (6) months. Any employee denied a step increase shall be notified in writing of reasons for denial.

10. **Right to Hire and Appoint Above Step 1** - The City reserves the right to hire and appoint a new or promoted employee at a salary step above Step 1.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, other compensation, and benefits during the term of this agreement. The City will meet and consult with the Association prior to implementing increased compensation and benefits.

D. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reallocation, or reclassification, or job rehabilitation results in the lowering of the incumbent Manager's salary range, the affected incumbent Manager's salary may be "Y-rated" by the City.

2. "Y-rated" shall mean the maintenance of the incumbent Manager's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the Manager in a lower salary range.

3. The Manager's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those Managers on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected Manager and the City.

E. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form or compensation.

F. Extra Pay / Compensation

Extra pay shall be defined as compensation above the Manager's base salary for special assignments, differentials, and bonuses.

VI. MERIT BONUS PAY (All Managers)

A. Definition

Merit Bonus Pay (MBP) is defined as a management tool to encourage and reward excellence among Management and Mid-Management unit employees. This program is specifically designed to recognize outstanding performance without employee expectation of continual receipt of an award. This bonus pay is not intended to be a compensation benefit, nor an automatic right.

B. Compensation

The amount of MBP awarded to a Manager shall be a range of one (1%) to five (5%) percent of his/her base annual salary less appropriate taxes.

C. Procedure

The department head, with the approval of the City Manager, grants Merit Bonus Pay to eligible unit employees, utilizing form CM-29.

D. Limitations

1. Merit Bonus Pay awards are one-time payments which may be awarded at any time during the fiscal year.

2. The number of eligible Managers receiving Merit Bonus Pay may not exceed twenty percent (20%) of the total number of eligible Managers citywide.

3. As a general rule, MBP may not be awarded to an individual or a team within two consecutive years. However, consecutive year awards may be made in exceptional circumstances to an individual whose efforts have resulted in exceptional achievement of significant importance to the City while at the same time maintaining an overall outstanding performance level, or in the case of a team award, to a team that achieves outstanding results on a new project separate and apart from the project for which it received the previous year's award. Such candidates for consecutive year awards shall be evaluated on a case by case basis.

4. Because of its desired impact as a management tool, it is the intent that the awarding of MBP be kept confidential between the City Manager, the Department head, the MBP recipient(s) and any other appropriate individuals involved in the process.

VII. ACTING ASSIGNMENT (All Managers)

A. Eligibility

On occasion, the City Manager may grant a Manager an acting or interim assignment for a vacant Executive, Management or Mid-Management position. Such assignments will be designated at the discretion of the City Manager during circumstances where a rare or unusual need of continuity of leadership is specifically warranted.

B. Fulfill Responsibilities of Vacant Position

Acting assignments may be made only to fulfill the responsibilities of the vacant position until such time as an appointment is made, until such time as the incumbent has returned to duty, or as otherwise determined by the City Manager.

C. Assignment Limitations

Acting assignments are limited to one (1) move-up per vacancy. Vacant positions created by acting assignments shall not be deemed vacancies for the purposes of this provision. Additional move-ups may be approved for acting assignment, depending upon business necessity, as determined by management.

D. Compensation

Upon assignment of an acting appointment, an employee will begin to earn a salary which is equal to Step 1 of the salary range of the position assigned to, but shall receive at least a salary five percent (5%) above the current base salary of the employee's permanent position, unless the five percent (5%) exceeds the top step of the acting assignment classification. In this event the acting assignment salary range shall be top step of the acting assignment classification.

E. Time Accrues Towards Salary Step Increases

While working in an acting capacity, an employee will continue to accrue time toward salary step increases in their permanent position.

VIII. LIMITATION ON EXTRA PAY ASSIGNMENTS (All Managers)

Assignments to extra pay positions are temporary, not a separate classification, and do not have Civil Service status and are not subject to Civil Service selection procedures, appeals, or seniority. Assignments are not a property right.

IX. UNIFORM AND EQUIPMENT MAINTENANCE ALLOWANCE

A. General Managers

General Managers in the classifications of Police Records Administrator, Police Communications Administrator, Forensic Supervisor and Wireless Systems Supervisor shall receive a uniform allowance of four hundred twenty-nine dollars ($429) per year. Unit employees in the classification of Jail Administrator shall receive a uniform allowance of six hundred fifty dollars ($650) per year. General Managers in the classifications of Fire

Marshal, Assistant Fire Marshal, Fire Prevention Supervisor, Fire Prevention Coordinator, Fire Protection Engineer II, Fire Protection Specialist II, Environmental Management Coordinator, Principal Fire Environmental Safety Specialist, Ambulance Operator Coordinator, and Executive Administrator/Verdugo Fire Communications shall receive a uniform allowance of seven hundred fifty four dollars ($754) per year.

Uniform allowance shall be paid as earned and pro-rated into each semi-monthly paycheck.

B. <u>Sworn Police Managers</u>

1. Unit employees in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a uniform cleaning and replacement allowance of one thousand four hundred dollars ($1,400) per year.

2. Uniform allowance shall be paid as earned and pro-rated into each semi- monthly paycheck.

C. <u>Safety Boot Issuance (General Managers)</u>

1. General Managers in the field operation classifications designated in Sections D-2 and D-3 below shall be provided one pair of work boots meeting all existing safety standards, as defined by either ANSI or ASTM, of the City's choice as set forth below:

2. General Managers in the classifications listed below shall be provided boots on an annual basis:

   Community Forest Supervisor
   Electrical Line Mechanic Supervisor II
   Electrical Mechanic Supervisor II
   Electrical Operations Supervisor
   Electrical Superintendent
   Electrical Test Supervisor
   Equipment Maintenance Supervisor
   Facilities Maintenance Supervisor
   Integrated Waste Supervisor
   Park Services Manager
   Power Plant Instrumentation and Control Supervisor
   Power Plant Maintenance Supervisor
   Power Plant Mechanic Supervisor
   Power Plant Operations Supervisor
   Power Plant Shift Supervisor
   Power Plant Superintendent
   Safety Administrator
   Safety Services Specialist

Sr. Safety Services Specialist
Sr. Power Plant Shift Supervisor
Station Electrician/Operator Supervisor II
Stores Supervisor
Street Maintenance Supervisor
Street Superintendent
Survey Supervisor
Telecommunications Supervisor
Traffic & Parking Supervisor
Underground Distribution Construction Supervisor II
Urban Forester
Utility Safety Officer
Wastewater Maintenance Superintendent
Water Facilities Supervisor
Water Quality Manager
Water Quality Supervisor
Water Superintendent
Water System Operations Supervisor
Water System Supervisor II
Water System Supervisor III

3. General Managers in the classifications listed below shall be provided boots every two years:

Assistant Fire Marshal
Building Inspection Supervisor
Building Official
Civil Engineer II
Construction Services Manager
Customer Service Field Supervisor
Deputy Building Official
Deputy Director of Community Services & Parks
Deputy Director Housing
Deputy Director - Planning
Deputy Director of Public Works/City Engineer
Electrical Engineer II
Electrical System Dispatch Supervisor
Environmental Management Coordinator
Facilities Management Administrator
Facilities Services Coordinator
Fire Marshal
Fire Prevention Coordinator
Fire Protection Engineer II
Fire Protection Specialist II
Fire Prevention Supervisor
Fleet Manager

GIS Analyst (Assigned to Public Works Engineering)
Hazardous Materials Supervisor
Housing Project Manager
Information Services Project Manager (assigned as Network Project Manager)
Integrated Waste Superintendent
Mechanical Maintenance Superintendent
Park Services Administrator
Parking Manager
Planner
Principal Building Code Specialist
Principal Civil Engineer
Principal Development Officer
Principal Electrical Engineer
Principal Fire Environmental Safety Specialist
Principal Neighborhood Services Supervisor
Principal Planner
Principal Power Systems Operator
Principal Traffic Engineer
Principal Urban Designer
Project Manager
Sr. Building Code Specialist
Sr. Civil Engineer
Sr. Code Compliance Inspector
Sr. Development Officer
Sr. Electrical Engineer
Sr. Environmental Program Specialist
Sr. Housing Project Manager
Sr. Park Services Manager
Sr. Planner
Sr. Project Manager
Sr. Street Maintenance Supervisor
Sr. Traffic Engineer
Sr. Urban Designer
Sr. Traffic Engineer
Telecommunications Supervisor
Traffic Engineer II
Urban Designer

4. The allowable expenditure for safety footwear for the classifications set forth above shall not exceed one hundred and seventy-five dollars ($175) inclusive of taxes.

5. Should excessive wear or damage as a result of work-related use of safety boots cause the need for premature replacement of said boots, management may authorize their replacement.

X. GENERAL MANAGER'S SPECIAL PAY

A. Water Supervisor Stand-By

1. **Stand-by Pay**

   a. General Managers in the classifications of Water System Supervisor II and Water Facilities Supervisor shall receive an assignment extra pay of six hundred fifty ($650) per month above the base salary, when assigned to stand-by assignment. Unit employees assigned to stand-by assignment, when called in to work, shall receive a minimum of two (2) hours of overtime, commencing from the time of the call and ending at the time of the return home from the call, and shall continue receiving the full monthly assignment pay of $650 per month. Two (2) work time hours of overtime will also be granted for each remote response to alarms using the SCADA system by unit employees on stand-by assignment and shall continue receiving the full monthly assignment pay of $650 per month. Multiple alarm responses within the same two (2) hour period will not trigger additional hours of overtime.

   b. Effective the pay period including July 1, 2020, the Water Supervisor stand-by assignment pay shall be increased to eight hundred dollars ($800) per month.

2. **Duration of Assignment**

   The City will limit the stand-by assignment to a one-week duration per month for each unit employee assigned unless extenuating circumstances dictate the need for additional assignments.

B. Water Safety Supervisor Pay

1. **Water Safety Assignment**

   The Manager of the Glendale Water & Power, Water Section, so designated by GWP management as the "Water Safety Supervisor," shall receive an assignment pay equivalent to the fourth step of the City's Safety Administrator classification.

C. Water Section License Incentive Program

1. General Managers in the classifications of Water System Supervisor II, Water System Supervisor III, Water Facilities Supervisor, Water Quality Supervisor and Water Quality Manager shall receive incentive pay as follows:

   a. Eight and a half percent (8.5%) extra pay for obtaining the Level 4 Distribution License (D4).

   b. Eleven and a half percent (11.5%) extra pay for obtaining the Level 5 Distribution License (D5).

c. An additional one a one-half percent (1.5%) extra pay for obtaining a Level 3 Treatment license (T3) or higher, in addition to the above Distribution licenses listed in part a and b.

d. The above incentive pay is non-cumulative.

2. General Managers in the classifications of Water Systems Operations Supervisor and Water Superintendent that obtain the State of California Department of Water Resources Control Board Level 5 Distribution (D5) and the Level 2 Treatment (T2) licenses shall receive extra pay in the amount of ten percent (10%) above their base salary, except as set forth below.

   a. General Managers in the classification of Water Systems Operations Supervisor shall receive extra pay in the amount of eleven and a half percent (11.5%) for obtaining the Level 5 Distribution (D5) and Level 3 Treatment (T3) license.

   b. General Managers in the classification of Water Superintendent shall receive extra pay in the amount of eleven and a half percent (11.5%) for obtaining the Level 5 Distribution (D5) and Level 4 Treatment (T4) license.

   c. An additional one a one-half percent (1.5%) extra pay for obtaining a Treatment license higher than listed in part a and b.

3. General Managers in the classifications of Civil Engineer II, Senior Civil Engineer, Principal Civil Engineer, Water Services Administrator, Assistant General Manager and Chief Assistant General Manager that pass the State of California Department of Water Resources Control Board Level 3 Distribution (D3) licensing examination shall receive extra pay in the amount of four percent (4%) above their base salary.

4. The City shall reimburse unit employees described above for the cost of the examination and renewal fees.

5. Unit employees in the Water Quality group shall receive two percent (2%) of base pay for a Cross-Connection Control Specialist Certification

6. Unit employees in the Water System Supervisory Series shall receive two percent (2%) of base pay for obtaining and maintaining a Class A California Driver's license.

D. <u>Longevity Pay – Electrical Line Mechanic Supervisory Series</u>

General Managers in the classifications of Electrical Line Mechanic Supervisor II, Electrical Superintendent/Transmission & Distribution and Electrical Superintendent shall receive the following:

- Four percent (4%) of base salary – after working for the City between five (5) years and the end of the employee's ninth (9th) year of employment with the City.

- Nine percent (9%) of base salary – after working for the City for ten (10) years or more.

E. Electrical Operations Cross-Training Switching Pay

General Managers in the classifications of Electrical Test Supervisor and Station Electrician/Operator Supervisor II shall receive extra pay of three percent (3%) above their base salary for obtaining cross-training to operate and switch electrical substations. This extra pay shall only apply following the completion of the cross-training program.

F. Assignment Pay – Electrical Division 12kV Rubber Gloving

1. **Compensation Upon Completion of Training Program**

Unit employees in the classification of Electrical Line Mechanic Supervisor II, Electrical Superintendent / Transmission / Distribution, Electrical Superintendent / Substations, Metering & Communications, and Station Electrician/Operator Supervisor II shall receive an extra assignment pay of six percent (6%) above their current base salary following the completion of a formalized training program on maintenance and construction work on energized 12kV power lines using insulate / isolate procedures with rubber gloves. The assignment pay set forth above shall apply for all normal work hours and hours of overtime worked.

G. Assignment Pay – Fiber Optic Cable Splicing

1. **Compensation Upon Completion of Training Program**

Unit employees in the classifications of Electrical Line Mechanic Supervisor II, Station Electrician/Operator Supervisor II, Electrical Test Supervisor, Electrical Superintendent/Construction, Transmission & Distribution, Electrical Superintendent/Substations, Metering & Communications and Electrical Superintendent shall receive an extra assignment pay of one and three-quarters percent (1.75%) above their current base salary following the completion of a formalized training program on splicing and maintenance of City-owned fiber optic cable.

H. Station Electrician/Operator Supervisor II – Base Wage Differential

The base salary for the classification of Station Electrician/Operator Supervisor II shall maintain a differential of no more than six percent (6%) of the base salary of the corresponding classification of Electrical Line Mechanic Supervisor II.

I. Forty-Two Hour Work Week – Assignment Pay – GWP Power Plant

1. **Assignment**

   Unit employees in the classifications of Power Plant Shift Supervisor, Sr. Power Plant Shift Supervisor and Power Plant Operations Supervisor may be assigned to a schedule which averages forty two (42) working hours per week; in which event the work time so scheduled shall be considered the regular employment work schedule.

2. **Compensation – Holiday In Lieu Pay**

   During such time as an employee is scheduled to work a forty two (42) hour work week assignment as provided in this section, the employee shall receive a thirteen percent (13%) assignment pay above the base salary rate otherwise applicable to the classification as sole and entire compensation paid for the extra two (2) hours of overtime worked in each workweek and for compensation in lieu of the Holiday sections of this Memorandum of Understanding.

J. Shift Pay – GWP Power Plant

Unit Employees in the classifications of Power Plant Shift Supervisor and Sr. Power Plant Shift Supervisor in the GWP Power Plant who are assigned to certain shifts shall receive extra pay as follows:

a. **Evening Shifts**: Unit employees who are assigned to work any hours that begin on or after 3:00pm but before 12:00am shall receive ninety cents ($0.90) per hour extra above their base hourly rate for each hour worked within this time period.

b. Effective the pay period that includes July 1, 2020, the compensation for Evening Shift pay shall increase to one dollar and twenty-five cents ($1.25) per hour.

c. **Night Shifts**: Unit employees who are assigned to work any hours that begin on or after 12:00 am but before 8:00am shall receive one dollar ($1.00) per hour extra above their base hourly rate for each hour worked within this time period.

d. Effective the pay period that includes July 1, 2020, the Night Shift pay shall increase to one dollar and fifty cents ($1.50) per hour.

K. Public Works Department - Storm Water Pollution Prevention Plan (SWPPP) Certification Pay

Unit employees in the classifications of Civil Engineer II, Senior Civil Engineer and Principal Civil Engineer who review Storm Water Pollution Prevention Plans for development projects and hold a certification as a Qualified SWPPP Developer from the State of California Department of Water Resources Control Board shall receive extra pay in the amount of four percent (4%) above their base salary.

L. Environmental – Underground Storage Tank (UST) Inspector Certification Pay

Unit employees in the classification of Principal Fire/Environmental Safety Specialist who perform Underground Storage Tank (UST) inspector duties and obtain and maintain an Underground Storage Tank Inspector certification issued by the International Code Council (ICC) shall receive a certification pay of one hundred dollars ($100) per month above their base salary.

M. Public Works Integrated Waste Truck Mechanical Maintenance Assignment

Unit employees in the classification of Equipment Maintenance Supervisor, who are assigned to the Public Works Mechanical Maintenance Division and perform maintenance on Integrated Waste trucks, shall receive extra compensation in the amount of one hundred twenty-five dollars ($125) per month above their base salary. The trucks being maintained under this provision include all Integrated Waste packer units (front-loaders, rear loaders, automated side loaders and manual side loaders). This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to the Public Works Mechanical Maintenance Division and perform maintenance on the refuse vehicles described in above, on a regular basis.

XI. SWORN FIRE MANAGER'S SPECIAL PAY

A. Fire Department Educational Incentive Program

Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive additional compensation above the base salary for possession of one of the following educational degrees or certificates, as follows:

1. **Associate Degree, 60 Units or Fire Officer Certification**

   a. Sworn Fire Managers who possess an Associate of Arts (A.A.) or Associate of Science (A.S.) degree from an accredited college, or complete sixty (60) units of college accredited courses, or receive certification as a Fire Officer by the California Fire Marshal's Fire Service Training and Education Service, shall receive two-hundred dollars ($200) per month of extra compensation above their base salary.

2. **Bachelor's Degree**

   a. Sworn Fire Managers, who possess a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from an accredited college, shall receive two hundred fifty dollars ($250) per month of extra compensation above their base salary.

3. **Master's Degree**

   a. Sworn Fire Managers who possess a Master of Arts (M.A.), Master of Science (M.S.) or higher level degree from an accredited college, shall receive three hundred dollars ($300) per month of extra compensation above their base salary.

B. Fire Department Chief Officer Certification & Command Pay

1. **California Incident Command Strike Team Leader Certification**

   a. Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief, who attain a California Incident Command Strike Team Leader certification shall receive two hundred fifty dollars ($250) per month extra compensation above their base salary.

2. **Chief Officer/National Fire Academy Executive Fire Officer Certifications**

   a. Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief, who achieve and maintain either the State of California Chief Officer certification or National Fire Academy Executive Fire Officer certification, shall receive five hundred dollars ($500) per month of extra compensation above their base salary.

C. Paramedic Continuing Education Pay

1. **Compensation**

   Sworn Fire Managers in the classification of Deputy Fire Chief and Fire Battalion Chief, in possession of a Paramedic license shall be compensated for the required twenty-four (24) hours of off-duty continuing education each calendar year by means of receiving two (2) hours of overtime compensation per month at time and one-half (1-1/2) of top step (Step Six) of the Firefighter classification.

2. **Limitations**

   Paramedic continuing education classes, as set forth in "1" above, shall only be those authorized by the Los Angeles County Department of Health Services. Sworn Fire Managers shall attend these classes on their own time (not work time), providing their own transportation and covering all related costs. Specific Paramedic-related classes presented on-duty, as authorized by the Glendale Fire Department's EMS battalion chief, shall not count toward the required twenty-four (24) hours of paramedic continuing education.

D. Cell Phone Stipend

1. Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief who agree to receive work-related email on their personal phone devices shall receive a monthly stipend in the amount of one-hundred dollars ($100) per month.

XII. SWORN POLICE MANAGER'S SPECIAL PAY

A. Firearm Proficiency Pay

Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive additional compensation above the base salary each month for marksmanship as follows:

Standard	Compensation Per Month
Marksman	$ 0.00 per month
Sharpshooter	$12.00 per month
Expert	$18.00 per month
Master	$30.00 per month

B. Limitations

1. Employees shall receive this extra compensation only for the twelve month (12) period immediately following the demonstration of proficiency as herein provided to the satisfaction of the Police Chief and the certification of such proficiency to the Director of Human Resources.

2. The Police Chief shall determine the firearms qualifying procedure; the firearms course and the required minimum point qualification for both combat and target courses. The determination of the Police Chief on all scoring is final and conclusive.

3. The Police Chief may excuse employees from the firearms proficiency requirements and without loss of firearms proficiency pay if there is sufficient information to warrant a waiver of participation.

C. Post Educational Incentive Program

Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive additional compensation above the base salary for possession of one of the following certificates awarded by the Peace Officer Standards and Training (POST). Such compensation shall commence on the pay period following the employee meeting the eligibility requirements for the POST certificate as follows:

CLASSIFICATION	CERTIFICATE	MONTHLY CONTRIBUTION
Police Lieutenant	Intermediate	$1,350
	Advanced	$1,375
Police Lieutenant / Police Captain / Assistant Police Chief	Supervisor	$1,425
	Management	$1,625

D. Future Increases

Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive POST Certificate compensation adjustments equal to each and every future adjustment to the Police Sergeant POST Certificate extra pay.

E. Education Pay

1. **Assistant Police Chief / Captain Classification**

   a. Sworn Police Managers in the classifications of Assistant Police Chief and Police Captain who have successfully completed the FBI Academy, Command College, Supervisory/Leadership Institute, Los Angeles Police Department Leadership Program (formerly West Point Leadership Program) or Executive Developments shall receive additional compensation above the base salary as set forth below.

   b. **Compensation**

   Education pay for unit employees in the classifications of Assistant Police Chief and Police Captain, as set forth in any of the above POST-certified educational programs shall be four hundred dollars ($400) per month above the base salary. Such unit employees who have successfully completed two (2) or more of the above educational programs shall receive six hundred dollars ($600) per month above the base salary. Unit employees who have successfully completed only one (1) of the above educational programs shall continue to receive four hundred dollars ($400) per month above the base salary.

2. **Police Lieutenant Classification**

   a. Sworn Police Managers in the classification of Police Lieutenant who have successfully completed the FBI Academy, Command College, Supervisory/Leadership Institute, Los Angeles Police Department Leadership Program (formerly West Point Leadership Program) or Executive Development shall receive additional compensation above the base salary as set forth below.

   b. **Compensation**

      1) Education pay for unit employees in the classification of Police Lieutenant, as set forth in any of the above POST-certified educational programs shall be three hundred twenty-five dollars ($325) per month above the base salary. Such unit employees who have successfully completed two (2) or more of the above educational programs shall receive four hundred seventy-five dollars ($475) per month above the base salary. Unit employees who have successfully completed only one (1) of the above educational programs shall continue to receive three hundred twenty-five dollars ($325) per month above the base salary.

F. Mandatory Weekend / Holiday Staff Duty Pay – Police Captains

1. Police Sworn Managers in the classifications of Assistant Police Chief and Police Captain shall receive three hundred fifty dollars ($350) per month above the base salary when assigned by the Police Chief to Mandatory Weekend/Holiday Staff Duty.

2. **Limitations**

   This extra compensation shall be paid only when Police Sworn Managers in the classifications of Assistant Police Chief and Police Captain are actually assigned to the Mandatory Weekend/Holiday Staff Duty. Said assignments and any changes and/or revocations of said assignments shall be determined solely at the discretion of the Police Chief. Should a unit employee be unable to perform this function due to a non-job-related illness or injury for a period of twenty-one (21) calendar days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

G. On-Call Duty Pay – Police Lieutenants

1. Police Sworn Managers in the classification of Police Lieutenant shall receive two hundred fifty dollars ($250) per month above the base salary when assigned by the Police Chief to on-call responsibilities.

2. **Limitations**

   This extra compensation shall be paid only when Police Sworn Managers in the classification of Police Lieutenant are in assignments which require their response to work-related duties during non-work hours. Said assignments and any changes and/or revocations of said assignments shall be determined solely at the discretion of the Police Chief. If an On-Call Police Lieutenant is recalled to work, there will be no Emergency Recall overtime paid; however, if a Police Lieutenant not On-Call is recalled to work, Emergency Recall overtime would be paid, as per Article Three, Section VI-E. Should a unit employee be unable to perform this function due to a non-job-related illness or injury for a period of twenty-one (21) calendar days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

H. SWAT Commander Assignment

1. Police Sworn Managers in the classification of Police Lieutenant assigned to SWAT shall receive four (4) hours of compensatory time per month. The compensatory time granted for this assignment is non-cumulative and shall not exceed four hours, should a Police Lieutenant be assigned to more than one of the above assignments.

2. **Limitations**

This extra compensation shall be paid only when Police Sworn Managers in the classification of Police Lieutenant are actually assigned to SWAT. Said assignments and any changes and/or revocations of said assignments shall be determined solely at the discretion of the Police Chief. Should a unit employee be unable to perform this function due to a non-job-related illness or injury for a period of twenty-one (21) calendar days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

I. Deputy Police Chief Assignment

1. The Police Chief may assign or rotate employees in the classification of Police Captain to the non-Civil Service position of Deputy Police Chief. The Police Chief shall be solely responsible for the selection and appointment of these positions based on the needs of the organization. Appointments made under this provision are subject to review and are revocable at any time by the Police Chief based on the needs of the organization. The Deputy Police Chief designation is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals or seniority; appointments to Deputy Police Chief is not a property right and may be revoked by the Police Chief at any time.

2. Police Captains assigned to the Deputy Police Chief position shall receive extra compensation in an amount of three percent (3%) to five percent (5%) per month above their base salary. The amount of extra compensation for the Deputy Police Chief shall be determined by the Police Chief in his/her sole discretion.

J. Longevity Compensation

1. Compensation

Unit employees in the Sworn Police Manager classifications shall receive additional monthly compensation at the rates and for the service periods as a sworn peace officer as set forth in the table below.

a. Effective the pay period beginning September 29, 2019:

% of Payment	Years of Sworn Service
2% of base salary	Beginning year 20

b. Effective the commencement of the pay period that includes July 1, 2020, the cumulative total percentages for Longevity Compensation shall be:

% of Payment	Years of Sworn Service
2% of base salary	Beginning year 10
4% of base salary	Beginning year 20

c. Effective the commencement of the pay period that includes July 1, 2021, the cumulative total percentages for Longevity Compensation shall be:

% of Payment	Years of Sworn Service
4% of base salary	Beginning year 10
8% of base salary	Beginning year 20

d. Unit employees shall be responsible for notifying the Professional Standards Bureau of their eligibility to receive longevity compensation. Compensation will be effective the commencement of the pay period in which the notification is received or the date of eligibility, whichever is the latter.

XIII. RETIREMENT

A. PERS (All Managers)

The City provides all Managers retirement coverage through the Public Employees' Retirement System (PERS). The City of Glendale recognized two categories of coverage through PERS: Miscellaneous for General Managers and Safety for Sworn Fire Managers and Sworn Police Managers.

B. Employer PERS Contribution Rate (All Managers)

The employer PERS contribution rate is established and adjusted annually for the employer by PERS Board of Administration. The City shall be solely responsible for payment of the employer contribution rate established by PERS, except as set forth in the respective employee cost-sharing provisions in Sections “F” and “J”.

C. Employee PERS Contribution Rate (All Managers)

1. It is understood that the employee contribution rate is added to salaries by the City and shall be included in all salary and compensation comparisons.

2. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.

3. The City has adopted the CalPERS resolution in accordance with IRS code secion 414(h)2 to ensure that the employee contribution is made on a pre-tax basis.

4. AB 340 (the California Public Employees’ Pension Reform Act of 2013,) as it may from time to time exist, shall in its entirety be given full force and effect during and after the adoption of this agreement. Any provision in this agreement which contradict any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall

be deemed to impair any provision of this agreement or any MOU, Agreement, Rule or Regulation predating this agreement.

"New members" as defined by AB 340 on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of fifty percent (50%) of the normal cost rate for the Defined Benefit Plan effective July 1, 2013 in which said new member is enrolled, rounded to the nearest quarter of one percent (1%), or the current contribution rate of similarly situated employees, whichever is greater. (AB 340 – Government code section 7522.30)

"New members" as defined by AB 340 on and after January 1, 2013, shall be enrolled in the AB 340 7522.20(a) provided for retirement formula (2.5% at 67 – miscellaneous; 2.7% at 57 – sworn safety) (Government Code section 7522.20(a). Final pensionable compensation (as defined for new members in Government Code section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of thirty six (36) consecutive months (Government Code section 7522.32(a)).

Miscellaneous PERS Formula

Employment Start Date	Category	PERS Formula
Hired before 01/01/11	Classic Member*	2.5% @55
Hired between 01/01/11 and 12/31/12	Classic Member* (2nd Tier)	2.0% @55
Hired on or after 01/01/13	New Member	2.5% @67

Sworn Safety Police PERS Formula

Employment Start Date	Category	PERS Formula
Hired before 01/01/12	Classic Member*	3.0% @50
Hired between 01/01/12 and 12/31/12	Classic Member* (2nd Tier)	3.0% @55
Hired on or after 01/01/13	New Member	2.7% @57

Sworn Safety Fire PERS Formula

Employment Start Date	Category	PERS Formula
Hired before 01/01/11	Classic Member*	3.0% @50
Hired between 01/01/11 and 12/31/12	Classic Member* (2nd Tier)	3.0% @55
Hired on or after 01/01/13	New Member	2.7% @57

*Classic members are those hired before 01/01/2013 under CalPERS or do not fit the definition of new member.

D. <u>Additional Retirement Benefits (All Managers)</u>

1. Survivors Continuance

2. One year highest compensation

3. Post retirement survivors allowance to continue after re-marriage

4. Military buy back

5. 1959 Survivor's Benefit – Level Four

6. Unused Sick Leave Credits (Gov't. Code 20965)

E. <u>General Managers</u>

1. General Managers (Miscellaneous employees) contribute seven percent (7%) of their salary exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.

2. Effective upon the implementation of the PERS 2.5% at 55 retirement enhancement, the employee contribution rate shall increase to eight percent (8%) of their salary.

3. The employee contribution rate applies to: Holiday Cashout, Foreign Language Interpreter Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.

4. "2% at 55" formula effective October 1, 1994.

5. "2.5% at 55" Formula effective December 1, 2005 (single highest year).

6. "2% at 55" formula with the highest three average years, as adopted by the City effective January 1, 2011 for all new unit employees hired on or after January 1, 2011. For new unit employees hired under the 2% at 55 formula, the employee contribution rate shall be seven percent (7%) of their salary.

7. Retirement Optional Settlement 2 Death Benefit (Govt. Code Section 21548) to be adopted by the City effective July 1, 2007.

F. <u>PERS Cost Sharing (General Managers)</u>

1. Effective July 1, 2011, General Managers agree to contribute 3.0% of their salary to the employer PERS contribution rate.

2. Effective July 1, 2016, General Managers agree to contribute 4.0% of their salary to the employer PERS contribution rate.

3. <u>Employer PERS Contribution Rate</u>: For the purposes of this section, "employer PERS contribution rate" means the percentage rate established annually by PERS as the employer cost for retirement benefits.

4. Salary and Extra Pay: For the purposes of this section, "salary" means those categories of salary and PERS reportable extra pay.

5. Employee Contribution to Employer Contribution Rate – Pre-Tax: The City has retained specialized legal counsel in order to render a written opinion as to whether or not said employee contributions to the employer-side contribution requirement can be considered on a "pre-tax" basis. If the rendered legal opinion is, in the opinion of the Office of the City Attorney, supportive of City treatment of said contributions as "pre-tax", the City shall undertake the steps, including adoption of appropriate City Council resolution(s), necessary to allow the Payroll Section to treat these distributions as "pre-tax". However, it is expressly agreed to and understood by the parties that the City itself has no authority or jurisdiction by which to bind the IRS, the Franchise Tax Board, or any other agency to a determination that said contributions are indeed "pre-tax". Thus, the parties agree and acknowledge that the City shall have no liability to any individual employee, should a taxing agency or other administrative body reject treatment of said contributions as being "pre-tax".

G. "Favored Nations" Clause (General Managers)

Should the GCEA or IBEW bargaining units negotiate any further retirement enhancements, the City will meet and confer with the GMA to discuss providing the same or equivalent retirement options for GMA general manager employees. Further, if the GCEA or IBEW bargaining units negotiate a lesser increase in retirement cost sharing than the amount set forth in Section (F)(1) and (F)(2) above, that lesser cost savings shall concurrently be provided to GMA general manager employees.

H. Sworn Fire Managers

1. Sworn Fire Managers (Safety employees) contribute 9.0% of their salary, exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.

2. The employee contribution rate applies to: Fire Command Pays, Fire Department Education Pay, Fire Department Administrative Assignment Pay, Fire Department Holiday-in-lieu Pay, Holiday Cashout, Foreign Language Interpreter Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.

3. "3% at 50" formula, effective June 30, 2001.

4. "3% at 55" formula as adopted by the City effective January 1, 2011 for all new unit employees hired on or after January 1, 2011.

5. "3% at 55" (with highest three average years) formula as adopted by the City effective January 1, 2014 for all new unit employees hired on or after January 1, 2014.

6. Retirement Option Settlement 2 Death Benefit (Govt. Code 21548) effective

September 1, 2002.

I. Sworn Police Managers

1. Sworn Police Managers (Safety employees) contribute nine percent (9%) of their salary, exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.

2. The employee contribution rate applies to: Police Command Pay, Firearm Proficiency Pay, POST Education Pay, Police Mandatory Weekend/Holiday Staff Duty Pay, Police Holiday Cashout, Foreign Language Interpreter Pay, Longevity Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.

3. "3% at 50" formula, effective June 30, 2001.

4. "3% at 55" formula (with highest three average years), as adopted by the City effective January 1, 2012 for all new unit employees hired on or after January 1, 2012.

5. Retirement Option Settlement 2 Death Benefit (Govt. Code 21548) Effective no later than January 1, 2005.

J. PERS Cost-Sharing – Sworn Police Managers

1. In the event that the employer Public Employees' Retirement System (PERS) contribution rate established (by PERS) for the category of public safety Police employees of the City of Glendale exceeds 4% of salary, the City and unit employees agree that the City and the unit public safety Police employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 4% of salary.

2. The maximum amount a unit employee will pay is not to exceed one and a half (1.5%) of base salary annually during the life of the benefit.

3. Effective August 1, 2011, the maximum amount a unit employee will pay is not to exceed three and a half percent (3.5%) of "PERSable" salary annually during the life of the benefit.

4. Examples

The following examples illustrate this agreement between the City and GMA Sworn Police Managers (as of 8/1/11):

a. **Employee Contribution Example**

EMPLOYER PERS CONTRIBUTION RATE	CITY PAYS	EMPLOYEES PAY
1.0%	1.0%	0.0%
2.0%	2.0%	0.0%
3.0%	3.0%	0.0%

4.0%	4.0%	0.0%
PAY 50/50 IN EXCESS OF 4%		
5.0%	4.5%	0.5%
6.0%	5.0%	1.0%
7.0%	5.5%	1.5%
8.0%	6.0%	2.0%
10.0%	7.0%	3.0%
20.0%	16.5%	3.5%
30.0%	26.5%	3.5%
40.0%	36.5%	3.5%
(Maximum amount of 3.5% to be paid by unit employees annually)		

K. PERS Cost-Sharing – Sworn Fire Managers

1. Effective January 1, 2011, in the event that the employer Public Employees' Retirement System (PERS) contribution rate established (by PERS) for the category of public safety Fire employees of the City of Glendale exceeds 4% of salary, the City and unit employees agree that the City and the unit public safety Fire employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 4% of salary for the life of the benefit.

2. Effective January 1, 2011, the unit employee will pay 2.0% of "PERSable" salary for the PERS cost-sharing.

3. Effective January 1, 2013, the unit employee will pay 2.25% of "PERSable" salary for the PERS cost-sharing.

4. Effective January 1, 2014, the unit employee will pay 3.0% of "PERSable" salary for the PERS cost-sharing.

5. Effective January 1, 2015, the unit employee will pay 3.5% of "PERSable" salary for the PERS cost-sharing.

6. Effective August 16, 2016, the unit employee will pay 4.0% of "PERSable" salary for the PERS cost-sharing.

7. **Examples**

The following examples illustrate this agreement between the City and GMA Sworn Fire Managers effective August 16, 2016:

a. Employee Contribution Example

EMPLOYER PERS CONTRIBUTION RATE	**CITY PAYS**	**EMPLOYEES PAY**
1.0%	1.0%	0.0%
2.0%	2.0%	0.0%
3.0%	3.0%	0.0%
4.0%	4.0%	0.0%
PAY 50/50 IN EXCESS OF 4%		
5.0%	4.5%	0.5%
6.0%	5.0%	1.0%
7.0%	5.5%	1.5%
8.0%	6.0%	2.0%
10.0%	8.0%	4.0%
20.0%	18.0%	4.0%
30.0%	28.0%	4.0%
40.0%	38.0%	4.0%
(Maximum amount of 4.0% to be paid by unit employees annually during the life of the benefit.		

L. PERS Cost-Sharing Limitations

The employee contribution shall not exceed fifty percent (50%) of the full PERS rate (employee share plus employer share), regardless of the negotiated PERS cost-sharing. The employee contribution, however, shall not fall below ten percent (10%) (employee share plus employer share).

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. FLSA EXEMPT (All Managers)

Managers in management and mid-management classifications are exempt under the Fair Labor Standards Act (FLSA), and are therefore not eligible for overtime. Certain management and mid-management classifications may receive overtime on an exception basis, under limited circumstances, as recommended by the department head and approved by the City Manager.

II. TIME NOT CONSIDERED AS WORK TIME

A. Meal Time (All Managers)

1. **One Hour Meal Break**

   Except for some field and 24 hour operations, as specified by the City, the normal unpaid meal break shall be one hour in length – the purpose being to allow employees the opportunity to rest from work duties, exercise, socialize with co-workers and avail themselves of noon-time informational and training programs.

2. **Half-Hour Meal Break Exception**

   Employees normally assigned a one-hour meal break may request and be granted permission to have a one-half (1/2) hour meal break under certain conditions as follows:

   a. Service to the public, accomplishment of the City's operational mission and the staffing and work needs of the employees, co-workers and supervisor will take precedence over any one-half (1/2) hour lunch requests.

   b. All such requests when granted shall be considered temporary in nature and subject to revocation by the supervisor at any time.

3. Employee personal obligations may be considered in one-half (1/2) hour meal break requests; however, in granting such requests, first consideration will be given to those employees who have urgent personal emergency concerns such as serious documentable dependent care problems or ridesharing obligations.

B. General Managers

1. **Activities Not Considered Time Worked**

   The following activities shall not be considered time worked, except as provided for in this agreement.

a. Meal breaks.

b. Leave of absence taken without pay.

c. Travel time to work and returning home in either personal or City vehicle.

d. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)

e. Off-duty travel to training sites and returning home, except as provided elsewhere in this agreement.

f. Off-duty time spent on court stand-by time, except as provided elsewhere in this agreement.

g. Any time not authorized as work time.

h. Any time spent in and related to pursuit of a formal education degree.

i. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

C. <u>Sworn Fire Managers</u>

1. **<u>Activities Not Considered Time Worked</u>**

The following activities shall not be considered time worked, except as provided for in this agreement.

a. Meal breaks.

b. Leave of absence taken without pay.

c. Travel time to work and returning home in either personal or City vehicle.

d. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)

e. Off-duty travel to training sites and returning home, except as provided elsewhere provided in this agreement.

f. Off-duty time spent on court stand-by time, except as provided elsewhere provided in this agreement.

g. Any time not authorized as work time.

h. Any time spent in and related to pursuit of a formal education degree.

i. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

D. Sworn Police Managers

1. **Activities Not Considered Time Worked**

The following activities shall not be considered time worked, except as provided for in this agreement.

a. Leave of absence taken without pay.

b. Travel time to work and returning home in either personal or City vehicle.

c. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)

d. Off-duty travel to training sites and returning home, except as set forth in this article.

e. Off-duty time spent on court stand-by time, except as set forth in this article.

f. Any time not authorized as work time.

g. Any time spent in and related to pursuit of a formal education degree.

h. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

III. BREAKS – REST PERIODS

A. Benefit - Not Right (All Managers)

Break-rest periods are a benefit and not a right, and time must be earned as any other benefit and is computed at the rate of fifteen minutes per four hours worked, or major fraction thereof. Rest periods are scheduled or rescheduled by management as job requirements dictate.

IV. WORK SCHEDULES

A. City Work Schedules (General Managers and Sworn Police Managers)

City work schedules shall be as herein defined except as otherwise provided for:

1. **5/40 Work Schedule**

   The 5/40 schedule shall consist of a forty (40) hour work week schedule consisting of five (5) eight (8) hour paid work days in a seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.

2. **9/80 Work Schedule**

   The 9/80 work schedule shall consist of an eighty (80) hour work two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in an eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods as assigned by management.

3. **4/40 Work Schedule (General Managers)**

   The 4/40 work schedule shall consist of a forty (40) hour work week schedule consisting of four (4) ten (10) paid work hour days in a seven consecutive calendar day period exclusive of any meal periods assigned by management.

4. **4/40 Work Schedule (Sworn Police Managers)**

   The 4/40 work schedule shall consist of a forty (40) hour work week schedule consisting of four (4) ten (10) paid work hour days in a seven consecutive calendar day period inclusive of any meal periods assigned by management.

B. City Work Schedules (Sworn Fire Managers)

1. **24-Hour Shift Schedule**

   Sworn Fire Managers assigned to work the twenty four (24) hour work shift shall begin at 0730 hours and terminate work at 0730 hours the following day.

2. **40-Hour Work Week Schedule**

   Sworn Fire Managers assigned to work the forty (40) hour work week shall be assigned daily starting and terminating work time approved by Fire Management.

3. **Re-opener Clause – Change of Work Hours**

   The City and GMA agree to promptly meet and confer should any changes occur to the Operations (24-hour) work schedule as a result of a future collective bargaining agreement with the underlying bargaining unit (GFFA) during the term of this agreement.

C. Telecommuting (All Managers)

City employees may be eligible to participate in Telecommuting as part of their work schedule upon meeting the requirements of the City's Telecommuting Policy as set forth in the Administrative Policy Manual and approved by Management.

D. Flexible Work Schedules (All Managers)

The City and the employee association agree to comply with the provisions of the letter of agreement (Appendix D) regarding flexible work schedules and the various options addressed therein. The intent of this letter is to provide for a collaborative and cooperative approach in addressing work schedules, with the appropriate balance between service to the public, departmental operations, commitment to the environment and the needs and concerns of Managers.

V. TIME WORK INCREMENTS (All Managers)

A. Increments - Less Than One Hour

All authorized time worked which is beyond the Manager's work shift schedule which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0-3 minutes	-0-
4-8 minutes	0.1 hour
9-15 minutes	0.2 hour
16-20 minutes	0.3 hour
21-26 minutes	0.4 hour
27-33 minutes	0.5 hour
34-38 minutes	0.6 hour
39-45 minutes	0.7 hour
46-50 minutes	0.8 hour
51-57 minutes	0.9 hour
57-60 minutes	1.0 hour

B. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

VI. OVERTIME DEFINITIONS

Management and Mid-management employees covered by this Memorandum of Understanding are exempt under the Fair Labor Standards Act. However, in those instances where employees are eligible for overtime, the following shall define overtime.

A. Regular Overtime (General Managers and Sworn Police Managers)

Overtime for Managers on the **5/40** work week schedule is time worked in excess of eight (8) paid hours in a work day except as set forth in this agreement.

Overtime for Managers on a **9/80** work schedule is time worked in excess of nine (9) paid hours in a work day except for any scheduled eight (8) paid hour work day as set forth in this agreement.

Overtime for Managers on a **4/40** work week schedule is time worked in excess of ten (10) paid hours in a work day except as set forth in this agreement.

B. Time Worked - Flexible Work Schedules (All Managers)

Overtime for all Managers who work flexible (staggered) work schedules by mutual agreement between supervisor and Managers shall be paid overtime only for hours worked in excess of forty (40) hours per work week.

C. Court Time (All Managers)

Court time is work time required of a Manager to attend court in response to a "go" subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case, at a time other than the employee's assigned work shift schedule, for the purpose of testifying as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the City. Travel time to work and returning home shall not be counted as time worked except as provided for Sworn Police Managers.

D. Overtime (Sworn Fire Managers)

1. **Operations Assignment**

   Overtime for Sworn Fire Managers on a 56-hour work schedule is time worked in excess of 204 hours in a 27-day work period. Work time shall include all paid leave hours.

2. **Administrative Assignment**

   Overtime for Sworn Fire Managers on a 5/40, 9/80 or 4/40 Administrative Assignment work schedule is time worked in excess of eight (8), nine (9) or ten (10) paid hours, respectively, in a workday, when specifically assigned to either an Operations Assignment or Emergency Response callout. Work time shall include all paid leave hours.

E. Overtime (Sworn Police Managers)

1. **Police Lieutenant Overtime**

Police Lieutenant overtime is limited to Emergency Recall work, SWAT Commander On-Call Compensatory Time hours or reimbursed overtime. Police Lieutenants agree to adjust their daily and weekly work schedules to accommodate all other work demands, to include court appearances.

2. **Emergency Recall Work**

Emergency recall work is performed by a unit employee who is ordered to duty when:

a. When such order occurs after going off duty; and it is deemed necessary or advisable to properly handle an emergency incident(s); or

b. To maintain necessary staffing levels; or

c. Unit employee is ordered to duty from emergency standby.

3. **Emergency Recall Minimum Hours**

Unit employees recalled to work on an emergency recall basis shall be granted a minimum of four (4) hours of overtime.

4. **Emergency Recall Travel Time**

Travel time to work shall be counted as work time. Total work time for travel time to work for emergency recall purposes shall not exceed one hour per incident. Travel time returning home shall not be considered work time.

5. **Reimbursed Overtime**

The Police Chief shall have the discretion to approve overtime for Police Lieutenants for overtime assignments that are grant-funded or reimbursed by non-City funds. Grant-funded overtime may be approved if permitted by the terms of the grant.

VII. OVERTIME COMPENSATION RATE

A. Regular Overtime Payment (All Managers)

1. For those Managers eligible for overtime, overtime shall be paid in cash or compensatory time at one and one-half (1½) times the employee's regular hourly rate of pay.

B. Stand-By Assignment - Glendale Water & Power and Police Department / IT (General Managers)

1. **Payment**

Glendale Water & Power General Managers assigned to off duty stand-by assignment, excluding Water Section employees assigned to Water Stand-By duty, shall be paid an assignment extra pay equal to 35% of their hourly rate of pay for each hour on stand-by during the hours between the end of the normal field work schedule and the start of the next normal field work schedule.

2. **Water Assignment Pay**

Glendale Water & Power General Managers in the classification of Water System Supervisor II shall not be entitled to stand-by pay as defined in this section. In lieu of stand-by pay, Water System Supervisor II shall receive an assignment pay, as defined in Article Two.

3. **Police Department Assignment/ISD Employees**

Unit employees (General Managers) of the Information Services Department (ISD), when assigned to the Police Department Information Technology Division, shall be eligible for standby pay at the rate of 15% of the hourly rate for each hour on stand-by. Such employees shall remain eligible for management or mid-management leave.

C. Stand-by Assignment Limitations

1. **Limitations**

Eligible General Managers shall receive stand-by pay only for those hours on stand-by assignment duty and shall not receive stand-by pay for any overtime worked during those assigned stand-by hours.

2. **Non-Work Time**

It is understood that such time on stand-by assignment is non-work time for the purposes of determining overtime compensation.

3. **Full and Entire Compensation**

Except as otherwise provided for in this article, this compensation shall represent full and entire compensation for stand-by assignment.

D. Sunday Overtime - Glendale Water & Power Department – Electrical and Water Division Field Operations

1. General Managers of Glendale Water & Power Department – Electrical and Water Division field operations in the classifications of Electrical Line Mechanic Supervisor II, Electrical Mechanic Supervisor II, Station Electrician/Operator Supervisor II, Underground Distribution Construction Supervisor II, Electrical Test Supervisor,

Electrical Superintendent/Transmission & Distribution, Electrical Superintendent, Water Quality Manager, Water Quality Supervisor, Water System Operations Supervisor, Water System Supervisor II, Water System Supervisor III and Water Facilities Supervisor shall be compensated at double (2 times) the employees' regular hourly rate of pay for all overtime work assigned, both scheduled and unscheduled on Sundays. This double time overtime applies only during the hours assigned between 12:00 a.m. and 11:59 p.m. on Sundays. Any portion of a work assignment falling outside of these hours shall revert to either straight time pay or time and one-half pay, as provided by this agreement.

2. Unit employees while on standby assignment, and then assigned to work Sunday overtime, cease receiving standby pay upon assignment to this overtime assignment.

3. This double time payment shall only apply to overtime work and shall not apply to work and crews which are normally scheduled to work on Sundays.

E. <u>Unscheduled Overtime in Excess of Twelve Continuous Hours – Glendale Water & Power – Electrical Division Field Operations</u>

1. General Managers of Glendale Water & Power Department – Electrical Division field operations in the classifications of Electrical Line Mechanic Supervisor II, Electrical Mechanic Supervisor II, Station Electrician/Operator Supervisor II, Underground Distribution Construction Supervisor II, Electrical Test Supervisor, Electrical Superitendent/Transmission & Distribution and Electrical Superintendent shall be compensated at double (2 times) the employees' regular hourly rate of pay for any unscheduled overtime, after having worked in excess of twelve (12) continuous hours, until such time that the employee is relieved from duty.

F. <u>Continuous Overtime</u>

1. Unit employees called back to work six (6) or more hours prior to the start of their regular work shift, who work continuously through the start of the regular work shift, shall continue to receive overtime at the rate earned prior to the commencement of the regular work shift (double-time if between 12:00 am and 8:00 am), as set forth in #2 above, into the regular work shift. The unit employee shall continue to receive the double-time pay until relieved of duty for a rest period of six (6) continuous hours.

2. The unit employee on a rest period shall be paid at straight time for the duration of their regular work shift. If the rest period occurs outside of the regular work shift, there shall be no compensation.

3. Should the unit employee be called back to work less than six (6) hours following the commencement of the rest period, over time pay at the double-time rate shall resume when the work commences.

4. An appropriate rest area on City facilities will be provided for the rest period.

VIII. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility (All Managers)

Unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

B. Conversion (All Managers)

Overtime designated for compensatory time may be converted and banked at the rate of straight time, one and one half time, double time, double time and one half or half time at the mutual agreement between Management and the employee.

Example:	**Overtime Worked**	**Comp. Time Conversion**
Half-Time	1 hour	0.5 hours
Straight Time	1 hour	1.0 hours
One & One-half	1 hour	1.5 hours
Double Time	1 hour	2.0 hours
Double Time & One-half	1 hour	2.5 hours

C. Maximum Accumulation

Compensatory hours may be accumulated as follows unless otherwise set forth in this agreement:

1. **General Managers**

   May accumulate up to a total of 94 compensatory hours.

2. **Sworn Fire Managers**

   May accumulate up to a total of 72 hours compensatory hours.

3. **Sworn Police Managers**

   May accumulate up to a total of 144 hours compensatory hours. Effective the pay period beginning September 29, 2019, the maximum accumulation is 40 hours.

D. Use of Compensatory Time (All Managers)

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employee. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

E. Pay Out - Compensatory Time

1. **Excess Compensatory Time – Transfer to RHSP (All Managers)**

All Managers must transfer unused accumulated compensatory time over the limits set forth in Section VIII-C at the employee's current hourly rate of pay including extra pays that are normally subject to overtime, to the employee's RHSP account. This transfer will be made in the pay period following the accrual exceeding the maximum hours.

a. All Sworn Police Managers with a minimum of 600 hours in their sick leave bank may, on an annual basis, transfer up to 96 hours of sick leave into their comp time bank as outlined in Section V of Article Five.

2. **Compensatory Time at Termination (All Managers)**

All accumulated compensatory time which has not been utilized prior to a Manager's employment termination from the City shall be deposited into the employee's RHSP account at the employee's current hourly rate of pay.

3. **Compensatory Time - Change in Classification (General Managers and Sworn Fire Managers)**

Any General Manager or Sworn Fire Manager who changes classification which results in a difference in the rate of pay, and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current hourly rate of pay.

4. **Compensatory Time – Change in Classification – (Sworn Police Managers)**

Sworn Police Managers who change classification which results in a difference in the rate of pay shall either:

a. Have all of their accumulated compensatory time paid off at their current classification regular rate of pay including extra pays; or

b. Convert all of their accumulated compensatory time at their current classification regular rate of pay, and transfer full dollar value on a pro-rated equivalent basis to their new classification compensation time bank.

c. For example: if a Police Lieutenant is promoted to Police Captain and has one hundred (100) hours at forty dollars ($40.00) per hour, the City would either pay the Police Lieutenant four thousand dollars ($4,000); or the newly promoted Police Captain, who is now making fifty dollars ($50.00) per hour would have their new comp time bank converted to eighty (80) hours.

IX. EMERGENCY OVERTIME REQUIREMENT (All Managers)

The City reserves the right to require all Managers to work overtime in an emergency as set forth in Article Eight. In such instances when external funding is available from emergency agencies, overtime compensation may be provided to all Managers.

ARTICLE FOUR

FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION (All Managers)

A. Administration

1. The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and Funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible Managers and retirees. In such case, employees and retirees will be required to enroll in Medicare to be eligible to participate in other City medical plans.

3. The City shall pay all of its portion of the medical insurance premium for any portion of the month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.

C. Changes

The City shall meet with the Association prior to any change of insurance carrier or method of funding coverage for any fringe benefits listed in this article.

D. Limitations – Leave of Absence Without Pay

1. The City shall not pay any costs for any fringe benefits provided in this agreement for any person who is on leave of absence without pay for more than fifty percent (50%) of the payroll period unless the affected employee is qualified under the Family and Medical Leave Act (FMLA) Policy.

2. The employee shall be notified and billed for the monthly insurance premium by the City.

3. For an employee qualified under the City's Family and Medical Leave Act (FMLA) Policy, the City shall continue to pay the City's portion of the medical insurance premiums as set forth in this article of this agreement, not to exceed that required by law.

E. Employee Changes in Benefit Coverage

Where optional choice of fringe benefit plans and/or insurance carriers is available to employees, changes in benefit plans and/or insurance carriers may only be made during the open enrollment period established by the City.

II. MEDICAL INSURANCE (All Managers)

A. Medical Insurance Premium Decreases – Effective Upon "Un-blending" of Medical Insurance Effective June 1, 2016

Effective upon the "un-blending" of medical insurance coverage for active employees and retirees, which took effect June 1, 2016, each unit employee shall receive 100% of the medical premium decrease/savings applied as a reduction to the employees' monthly medical insurance premiums.

B. Medical Insurance - 50/50 Split - Effective June 1, 2020

Effective June 1, 2020, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2020. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

The medical insurance rates for all GMA unit employees (General Managers and Fire Sworn Managers) effective June 1, 2020 are as follows:

Prudent Buyer PPO Indemnity Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$144.84	$494.86
b. Employee plus one dependent	$375.74	$1,261.23
c. Employee plus two or more dependents	$531.68	$1,789.76

California Care HMO Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$197.00	$461.76
b. Employee plus one dependent	$417.60	$965.79
c. Employee plus two or more dependents	$594.85	$1381.30

Kaiser Traditional High Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$63.00	$480.34
b. Employee plus one dependent	$126.23	$960.47
c. Employee plus two or more dependents	$178.40	$1,359.27

Kaiser Deductible Low Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$27.46	$424.84
b. Employee plus one dependent	$54.93	$849.67
c. Employee plus two or more dependents	$77.72	$1,202.29

The medical insurance rates for Police Sworn Managers effective June 1, 2020 are as follows:

Prudent Buyer PPO Indemnity Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$29.51	$610.19
b. Employee plus one dependent	$75.74	$1,561.23
c. Employee plus two or more dependents	$231.68	$2,089.76

California Care HMO Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$28.57	$630.19
b. Employee plus one dependent	$117.60	$1,265.79
c. Employee plus two or more dependents	$294.85	$1,681.30

Kaiser Traditional High Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$9.06	$534.28
b. Employee plus one dependent	$18.13	$1,068.57
c. Employee plus two or more dependents	$25.66	$1,512.01

Kaiser Deductible Low Option Plan

	Employee's Monthly Contribution	City's Monthly Contribution
a. Employee	$7.54	$444.76
b. Employee plus one dependent	$15.09	$889.51
c. Employee plus two or more dependents	$21.35	$1,258.66

C. Medical Insurance - 50/50 Split - Effective June 1, 2021

Effective June 1, 2021, the City shall pay fifty percent (50%) of any medical insurance premium increase, with the employee paying the remaining fifty percent (50%) of any increase that is effective June 1, 2021. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

D. Medical Insurance – Claims Experience/Un-blending of Rates

Effective upon the "un-blending" of medical insurance coverage for active employees and retirees, which took effect June 1, 2016, the City and Association agree that all subsequent medical insurance premium rate renewals will be established according to the claims experience of only active City employees. Accordingly, prospective retirees' medical insurance premium rates will remain "un-blended" from the active City employees' rates and determined according to the claims experience of only City retirees.

E. Medical Insurance Plan Improvements – Meet and Confer

The City and Association agree to meet and confer over the payment of any premium cost increases due to new medical plan improvements and/or plan design changes in the medical insurance plan, for benefits provided solely for employees represented by the Glendale Management Association, and not provided for any of the existing non-management bargaining units (GCEA, IBEW, GPOA and GFFA).

F. Medical Insurance - Indemnity Plan Coverage

1. **Plan Premium Rate**

The indemnity plan premium includes the rate charged for medical insurance coverage and is based on (a) the plan's group experience including mental health care; (b) cost of administering the claims; (c) excess claims stop loss insurance; and (d) cost of Prescription Drug Card Program.

2. **Coverage**

The indemnity plan coverage shall include the following coverage:

a. One common plan;

b. Out of pocket stop loss per individual $2,000/$4,000;

c. Deductible In-Network: $200 per individual not to exceed aggregate total of $400 per employee and dependents; Deductible Out-of-Network: $400 per individual not to exceed aggregate total of $800 per employee and dependents;

d. No deductible is applied to special accident benefits;

e. No Pre-authorization for hospitalization and outpatient services, other than some specialized services.

f. 1.) All charges other than an office visit in the designated PPO Network shall be covered at 80% subject to the annual deductible.

   2.) All office visits are $10 and are not subject to a deductible.

   3.) All charges outside designated PPO Network shall be covered at 60% of reasonable and customary charges subject to the annual deductible.

g. Maternity benefits for employees and dependent spouses;

h. Mental and nervous (mental health care) benefits shall be included in the indemnity insurance plan and paid the same as other illnesses.

i. Home health care plan;

j. Preferred Provider Option (PPO);

k. Medical case management;

l. Nursery care for newborn infants;

m. Prescription Drug Card Program (ten dollars ($10.00) co-pay for generic drug prescriptions and twenty dollars ($20.00) co-pay for non-generic drug prescriptions); no deductible.

G. <u>HMO Medical Plans - Inpatient and Outpatient Psychological Services (Mental Health Care) Benefits</u>

Provided per the terms and conditions of the medical health care plans.

H. <u>Medical Insurance – Indemnity/HMO Plan Benefits Booklet</u>

The specific details of the indemnity and HMO plan medical insurance benefits are set forth in the Medical Insurance Plan Benefits Booklet available in the City's Human Resources Department. All benefit descriptions included herein are subject to the

individual insurance carriers' benefit provisions as described in the respective Explanation of Benefits (EOB) for each carrier.

I. Paid Industrial Leave - Medical Insurance Premium

All Managers on paid industrial leave absent from duty because of injury or illness arising out of and in the course of employment shall have the City paid portion of their monthly insurance premium paid. This paid premium shall continue for a period up to 2080 work hours and exhaustion of all City-paid leave benefits.

J. Meet and Confer - Medical Premium Increases

The City agrees to meet and confer over the increase of medical premiums with the understanding that premium increases on either the indemnity or pre-paid (HMO) plans can be modified through benefit modification agreed to by the City and Association.

III. MEDICAL INSURANCE - RETIRED EMPLOYEES

A. Retiree Health Savings Plan (RHSP) (All Managers)

1. **Purpose**

   a. The Retiree Health Savings Plan (RHSP) enables retiring unit employees the opportunity to convert unused accumulated sick leave hours to pre-tax monies to be used for the retirees' medical insurance costs during their retirement.

   b. Retiring unit employees may also participate in the PERS Sick Leave Credit program for unused sick leave, as set forth in Govt. Code 20965. Said retiring employees who choose the option of converting unused sick leave to service credit may not receive double credit for the same allotment of unused sick leave hours at retirement.

   For Example:
   If a unit employee has 2,000 hours upon retirement, he or she may choose any one of these three options:

   1. Convert 2,000 hours to the RHSP program;
   2. Convert 2,000 hours to the PERS Sick Leave Credit program; or
   3. A combination of the above two options with the understanding that hours may only be used once.

2. **Sick Leave Conversion Rate**

   Retiring City employees may have each eligible hour of accrued unused sick leave hours converted at the rate of thirty-three dollars ($33.00) per hour which will

be placed in each employee's individual Retired Health Savings Plan (RHSP) effective the employee's official date of retirement.

3. **Future Increases in Sick Leave Conversion Rate**

The City shall pay a sick leave conversion rate equal to three dollars ($3.00) per hour more than the highest retiree hourly conversion rate paid to any other recognized employee organization.

4. **Eligibility Limitations**

a. Managers who retire from the City of Glendale (regardless of length of service) or terminate employment after fifteen (15) years or more of service shall be eligible to participate in the Retiree Health Savings Plan (RHSP) and have their sick leave hour conversion amounts deposited into said RHSP account.

b. Managers must have their unused accumulated vacation leave paid at the current base rate of pay to the employee's RHSP account upon retirement subject to IRS regulations. Any accumulated compensatory leave shall be paid at the currently hourly regular rate of pay including extra pays.

c. Active Managers must transfer unused accumulated compensatory time in excess of the limit set forth in this agreement at the current regular rate of pay, including extra pays that are normally subject to overtime, to the employee's RHSP account, subject to IRS regulations. The transfer will be made the pay period following the pay period in which accrual exceeds the maximum hours, per this agreement.

d. The employee is responsible for paying any post retirement RHSP service fees and holds the City harmless for any taxes incurred from their utilization of the RHSP.

5. **All RHSP Exhausted – May Choose to Personally Maintain Medical Plan**

When all RHSP funds have been exhausted, retired eligible employees may elect to pay personally the full monthly medical premium to continue on the City's medical plan or terminate the medical plan coverage.

B. RHSP Seniority Contributions (General Managers)

The City shall contribute to all General Managers' RHSP account the amount of one-hundred fifty dollars ($150) per month.

C. RHSP Contributions – (Sworn Fire Managers)

The City shall contribute to all sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief, and Fire Battalion Chief, the following amounts toward their RHSP account:

a. 56-Hour Schedule: three-hundred fifty dollars ($350) per month

b. 40-Hour Schedule: four-hundred fifty dollars ($450) per month

D. RHSP Contributions – (Sworn Police Managers)

The City shall contribute to all full-time, sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant, three hundred seventy-five dollars ($375) per month.

IV. MEDICARE (All Managers)

A. Retired Employees - Eligible for Medicare

Retired Managers and/or their qualified dependents that are eligible to be covered by Medicare under Subchapter XVIII of Title 42 of the United States Code (relative to Health Insurance for the Aged) are deemed to be within the Modified and Supplemental group insurance coverage.

B. Retired Employees - Medicare

1. The retired Manager and/or qualified dependent entitled to receive City paid Part "A" Medicare shall enroll in Part "A" (Hospital) Medicare upon becoming eligible for Medicare coverage.

2. Retired Managers and/or their qualified dependents who are not entitled to receive City paid Part “A” Medicare benefits may be required to enroll in Part “A” (Hospital) Medicare benefits as a condition of participating in the City’s retired employee medical insurance plans.

3. These retired City employees shall have their Part “A” Medicare benefits paid for by the City when they are participating in the City’s medical insurance plan and shall continue to pay the City Medical insurance premiums, and Part “B” Medical as designated by the City.

4. Effective October 6, 2015, retired City employees who are not eligible for free Medicare Part A coverage shall be eligible for reimbursement from the City for the Part A costs regardless of what plan is selected, including non-City plans.

5. Eligible retired City employees and their qualified dependents who fail to enroll in Part “A” Medicare benefits may be barred from participation in Retired Employee medical Insurance plans. This Medicare enrollment requirement may be modified or rescinded by the City at any time.

6. Retired City employees participating in the City’s medical insurance plan shall enroll in Part “B” Medical.

7. Retired employees who reach age 65 must enroll in both Medicare Parts "A" and "B" within their eligibility period. Failure to reenroll will result in an increase in the retiree's medical rates as set forth by the insurance carriers to be effective after the 1st of the month following the eligibility period.

V. DENTAL INSURANCE CARRIER AND PLAN DESIGN (All Managers)

A. Dental Insurance Plan

1. **Dental Carrier**

   Three plans are available from Guardian Insurance: PPO – High Option; PPO – Mid-Level "Buy-Up"; and DMO.

2. **PPO – High Option Dental Plan**

   The City shall pay the full premium for the PPO dental plan per month per employee for a dental plan for employees and their qualified dependents.

3. **PPO – Mid-Level "Buy-Up" Dental Plan**

   For the PPO Mid-Level "Buy-Up" plan, the City shall pay the amount of the premium that is provided to unit employees participating in the DMO plan for employees and their qualified dependents. Employees will pay the difference from the DMO dental rates accordingly.

4. **DMO - Dental Plan**

   The City shall pay the full premium for the DMO dental plan per month per employee for a dental plan for employees and their qualified dependents.

B. Premium Increases

Any premium increases on the PPO-High Option Plan or DMO dental plans that occur during the term of this agreement shall be paid by the City.

C. Dental Plan Enrollment Limitations

The following limitations apply to the respective dental plans:

1. **City of Glendale Guardian PPO-High Option Plan**

   Employees covered under the City of Glendale indemnity medical plan may enroll in either of the two PPO Plans or the DMO Dental Plan during open enrollment only.

2. **DMO & PPO Mid-Level "Buy-Up" Dental Plan**

a. Managers covered under the HMO medical plan are restricted to dental coverage under the DMO dental plan or to "buy-up" to the PPO-Mid-Level Plan.

b. Dependents not enrolled in the HMO medical plan shall not be eligible for the coverage in DMO dental plan or the PPO-Mid-Level "Buy-Up" Plan.

3. Managers waiving Medical Insurance may participate in all Dental Insurance Plans.

D. Retired Employees – Dental Plans

1. Retirees shall be permitted to participate in the City's dental plans as set forth below.

a. The premiums will be fully paid by the retired employee.

b. Retired employees in the Indemnity Medical Plan may elect to participate in either the PPO Dental Plan or the HMO Dental Plan.

c. Retired employees in the HMO Medical Plan may enroll only in the HMO Dental Plan.

d. The City reserves the right to form a "Retiree" group within the Dental Program for rate-setting purposes.

VI. VISION/OPTICAL INSURANCE - ASSOCIATION PLAN (All Managers)

A. Vision Insurance

Group vision insurance shall be provided to all Managers and their dependents, governed solely by contracts of insurance approved by Council and purchased by the City. The vision plan provides for an examination, frames and lenses (or contact lenses) every twelve (12) months, with a ten-dollar ($10) co-payment.

B. Premium Payments

The City shall pay the entire cost of the premium.

VII. LONG-TERM DISABILITY (LTD) INSURANCE (All Managers)

A. LTD Insurance

Long-term disability (LTD) insurance shall be provided to all Managers. The plan provides a 66 2/3% of the employee's base salary ($15,000 monthly maximum) to normal retirement as defined by the plan or forty-eight months, whichever is longer, with an elimination period of sixty (60) days.

B. Premium Payments

The City shall pay the entire cost of the premium.

VIII. LIFE INSURANCE (All Managers)

A. Life Insurance

Life Insurance shall be provided to all Managers, with a paid term life insurance policy which equals one hundred thirty-three percent (133%) of the employee's annual base salary rounded to the nearest thousand, up to a maximum of two-hundred fifty-thousand dollars ($250,000).

B. Premium Payments

The City shall pay the entire cost of the premium.

C. Voluntary Life Insurance

All Managers may voluntarily purchase life insurance coverage in addition to that provided in Section VIII A and B above and/or voluntarily purchase life insurance coverage for spouse and dependents.

IX. DECEASED MANAGERS – CONTINUATION OF MEDICAL INSURANCE (All Managers)

Upon the death of an active Manager insured under the City's medical insurance plans, the City will continue to pay the entire cost of the medical insurance premium for the employee's dependents covered at the time of death, for a period of two (2) years from the date of death, subject to the terms and conditions of the deceased employee's insurance plan.

X. DECEASED SWORN FIRE MANAGERS and SWORN POLICE MANAGERS (SAFETY EMPLOYEES) - WIDOWS/WIDOWER AND DEPENDENT BENEFITS

A. Medical and Dental Insurance Benefits

The City shall provide insurance or funds equal to the City's contribution for active sworn safety management unit employees for medical and dental insurance for the qualified spouse and/or qualified dependents, as currently covered by the City's medical and dental insurance plans, of any Sworn Fire Manager and Sworn Police Manager who dies while on active duty from injuries incurred while performing his or her job duties or who dies as a direct cause of such injuries. The maximum amount of the subsidy shall not exceed the City's contribution for such insurance provided to active employees covered by this Memorandum of Understanding.

B. Eligibility

1. Only a spouse and/or dependents of Sworn Fire Managers and Sworn Police Managers covered as qualified dependents under an employee's Medical and Dental Insurance plans, at the time of death, shall be eligible for the insurance or subsidy.

2. Upon application by a spouse and/or dependents for this benefit, the Director of Human Resources shall make a determination of eligibility. Such determination shall be final and binding and not subject to further appeal.

3. Unborn children of the deceased Sworn Fire Manager and Sworn Police Manager will be eligible for dependent status upon birth.

C. <u>Limitations</u>

1. Qualified spouses and dependents will receive benefits or payments not to exceed those benefits for which they otherwise would be independently qualified. (For example, spouse alone is eligible for the employee only benefits contribution. Spouse plus one dependent is eligible for the employee plus one benefit contribution and spouse plus two dependents is eligible for family benefit contribution).

2. The qualified spouses and/or dependents as described are subject to all terms, conditions and limitations set forth in this Memorandum of Understanding, and the City's medical and dental insurance plans.

3. a. Should qualified spouses and/or dependents lose eligibility to participate in the City's plans, the City may elect, at its choosing, to purchase similar insurance or substitute a cash payment not to exceed the City's portion of the active employee's contribution to which the qualified spouse and/or dependents are eligible to receive.

   b. If the City does not provide a replacement insurance policy, the City may elect to reimburse the qualified spouse and/or dependents for other insurance purchased up to the maximum benefit said spouse and/or dependents are eligible to receive.

   c. When a qualified spouse and/or dependents are covered by medical and dental insurance policies provided by a subsequent employer, the qualified spouse and/or dependents shall receive a supplemental reimbursement not to exceed the difference between that portion of premiums paid for by the subsequent employer and the total premiums for such insurance. The amount of each supplemental reimbursement shall not exceed the maximum benefit the spouse and/or dependents are eligible to receive.

   d. The City shall have the right to request documentation and proof of payment of any reimbursed insurance premiums.

4. The benefits or subsidy to the spouse shall cease upon attaining the age of 65.

5. These provisions and benefits are not applicable to members who were not on duty at the time of injury, which resulted in their deaths.

D. <u>Funeral Expenses</u>

The City shall expend a sum not to exceed seven thousand five hundred dollars ($7,500) for funeral expenses to the heirs of any Sworn Fire Manager and Sworn Police Manager covered by this Memorandum of Understanding who dies while on active duty from injuries incurred while performing his or her job or who dies as a direct cause of such injuries. This benefit is not applicable to members who were not on duty at the time of injury, which resulted in their death. This amount includes the amount of five thousand dollars ($5,000) already available for this purpose in accordance with California State Labor Code Section 4701.

E. PERS Medical Option – Govt. Code 22820

In addition to the above, California Government Code 22820 (AB 215) enables the participation in medical insurance plans available through the Public Employees' Medical & Hospital Care Act (PEMCHA) for the surviving spouse or other eligible family members of eligible Sworn Fire and Police employees whose death occurred as a result of injury or disease arising out of or in the course of his or her official duties.

XI. SAFETY ITEMS (All Managers)

All Managers shall comply with all applicable safety requirements as informed by management. Disciplinary action shall be taken for non-compliance with these safety requirements.

XII. MEAL REIMBURSEMENT (All Managers)

All Managers shall receive meal reimbursement of up to forty dollars ($40) per day, exclusive of alcoholic beverages for City approved travel, pursuant to City policy.

XIII. MANDATORY STATION MEAL ("MESS") PARTICIPATION (SWORN FIRE MANAGERS)

Unit employees in the classification of Fire Battalion Chief assigned to the Operations Section shall be required to participate in station meals ("mess") unless religious, dietary, medical considerations, or other good causes as determined by the Fire Chief preclude them from participating.

XIV. EDUCATIONAL REIMBURSEMENT (All Managers)

A. Eligibility

When any Manager enrolls in a lower and/or upper division or graduate level university course or other course of college level, which course of study is directly related to such employee's work and has received prior approval of the department head, payment of one-half of the tuition and one-half of the cost of required course books for same may be made to the employee upon successful completion of said course.

B. Limitations

1. The aggregate total a Manager may be reimbursed by the City for their educational courses may not exceed twenty thousand ($20,000) per each five (5) years of their full-time salaried employment with the City. Beginning with the first day of employment, employees are eligible to receive this benefit for each five (5) year cycle (1-5, 6-10, 11-15, 16-20, etc.)

2. This benefit is non-accumulative and must be used within each 5 year cycle.

3. The payment of the reimbursement may not exceed ten thousand dollars ($10,000) per year.

C. Repayment to City if Terminated Within the Year of Study

In the event such reimbursed employee leaves the employment of the City for any reason, except layoff, within a period of one year following the completion of such course of study, the amount paid by the City for such tuition and books shall be repaid to the City by having the Director of Finance deduct same from the severance pay or last salary paycheck of such employee.

XV. MANAGEMENT PROFESSIONAL DEVELOPMENT/PHYSICAL FITNESS MEMBERSHIP (All Managers)

The City shall compensate all unit employees (General and Sworn Managers) the amount of four hundred fifty dollars ($450) per fiscal year for the cost of membership for themselves and their families in a physical fitness facility or program, a wellness program, the employee's membership in the Glendale Chamber of Commerce, the employee's membership in a Glendale civic organization, for annual physical examinations, stress EKG examinations, related physical fitness exercise equipment, fitness related safety equipment, and/or activities relating to professional development, including job-related training programs, seminars, and conference registration. The $450 payment shall be paid to all active unit employees on the first pay period of June within each year of the term of the MOU.

XVI. MILEAGE REIMBURSEMENT PLAN (All Managers)

A. Formula

The following plan is the mileage reimbursement for City employees using personal vehicles for authorized City business approved by management.

1. **Reimbursement Rate**

   The mileage reimbursement shall be based on the standard Internal Revenue Service (IRS) reimbursement rate. Mileage records shall be maintained on forms approved by management.

2. **Limitations**

a. Mileage reimbursement should not be interpreted as being the rate of reimbursement received for travel as set forth in the City's Administrative Policy Manual.

b. Any Manager using their own personal vehicle for City business and who receives a mileage reimbursement or monthly auto allowance must maintain a valid California driver's license and automobile insurance on the vehicle they use for City business and must show proof of such upon request of supervision or management.

B. Monthly Auto Allowance

1. The Director of Finance shall pay a monthly automobile allowance to certain Managers in amounts authorized by the City Manager. The amount of the automobile allowance for selected Managers is set forth and determined by the City Manager.

2. This allowance will cease when any Manager receiving an auto allowance is assigned a City vehicle to conduct his/her City business.

C. Limitations

All Managers receiving monthly automobile allowance shall not be entitled to such allowance whenever absent from work on a leave of absence without pay or not using their personal vehicle for City business for more than 50% (87 hours) of their work schedule during a given calendar month.

XVII. EMPLOYEE DRIVER'S LICENSE REQUIREMENTS (All Managers)

A. Driver's License Requirements

All Managers who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a vehicle for the City are required to inform their department management on the first working day after official notification of a conviction which results in a restriction, suspension, or revocation of their said driver's license.

B. Vehicle Code Violations

Any Manager covered in "A" above shall be required, when convicted of driving under the influence of alcohol or drugs, to meet at least once with the City employees' assistance counselor for substance abuse counseling.

C. Consequence of Non-compliance

Failure by all Managers to comply with any of the provisions set forth in this Section (XVII, A, B) shall be grounds for disciplinary action up to and including removal.

XVIII. AIR QUALITY MANAGEMENT DISTRICT (AQMD) REGULATIONS (All Managers)

It is acknowledged that both parties understand that the City must comply with the regulations issued by the Air Quality Management District (AQMD). It is further understood the City must meet and confer with the GMA before implementing any necessary changes to meet these regulations.

XIX. PARKING (All Managers)

Free parking is provided for employees as available. Parking permits are required of unit employees who wish to park in City lots.

XX. MISUSE OF BENEFITS (All Managers)

All Managers who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or psychological insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including removal.

ARTICLE FIVE

LEAVE POLICY

I. HOLIDAYS

A. Holiday Leave Hours (All Managers)

(1) Each January 1st, full-time unit employees, excluding unit employees who receive holiday-in-lieu pay, upon becoming eligible are eligible for up to one hundred and six (106) hours of paid holiday leave per calendar year to be used for ten (10) City designated holidays as they occur and unallocated Holiday hours as further defined in this article.

(2) Effective January 1, 2021, unit employees are eligible for up to one hundred and fifteen (115) hours of paid holiday leave per calendar year.

B. City Designated Holidays (All Managers)

The following are the City's designated holidays:

- New Year's Day (first day of January)
- Martin Luther King, Jr. (third Monday of January)
- Washington's Birthday (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (fourth day of July)
- Labor Day (first Monday in September)
- Veteran's Day (eleventh day of November)
- Thanksgiving Day (fourth Thursday in November)
- Friday following Thanksgiving Day
- Christmas Day (twenty-fifth day of December)

C. Use of Designated Holidays Leave Hours (All Managers)

For the designated holidays, holiday leave shall be utilized in amounts equal to the employee's normal scheduled work shift on those days when the employee would have worked.

D. Remaining Holiday Leave Hours (All Managers)

Any remaining holiday leave hours not used for these designated City holidays shall be used in a manner consistent with the unallocated leave policy as set forth in this article.

E. Christmas/New Year's Day - Public Works Integrated Waste and Mechanical Maintenance Divisions (General Managers)

Management and Mid-Management employees in the Integrated Waste and Mechanical Maintenance sections shall not work on Christmas or New Year's Day when their staffs do not work.

F. Holiday In-Lieu Pay (Sworn Fire Managers)

Sworn Fire Managers assigned to work the fifty-six (56) hour Fire Operations schedule are not eligible for holiday time off. Sworn Fire Managers working the fifty-six (56) hour work schedule are compensated with twelve/twelfths (12/12) of one day per calendar month paid on a straight base fifty six (56) hour rate, in lieu of holiday time off. For this provision, a day shall be deemed to be a period of twelve (12) hours. Effective the adoption of the MOU between the City and Sworn Fire managers (August 28, 2018) and the pay period which includes August 28, 2018, Holiday In-Lieu pay shall be incorporated into the base salary.

G. Mandatory Holidays (Sworn Police Managers)

All Sworn Police Managers, except Patrol and Traffic, when required to work on a mandatory holiday, shall be compensated at straight time. Affected Sworn Police Manager's holiday time bank shall not be debited when required to work a mandatory holiday. The mandatory holidays are as follows: 1) January 1 (New Year's Day; 2) Third Monday of January (MLK Day); 3) Last Monday in May (Memorial Day); 4) July 4 (Independence Day); 5) First Monday in September (Labor Day); 6) Fourth Thursday in November (Thanksgiving Day); and 7) December 25 (Christmas Day).

H. Unallocated Holiday Leave Utilization (All Managers)

1. Holiday leave time not expended for the ten city designated holidays shall be unallocated holiday leave. Unallocated leave shall be approved at such time as is mutually agreeable to the employee and the employee's department head. Leave payment shall be charged against employee available holiday leave hours accrued.

2. A newly hired salaried Manager must be employed by the City sixty (60) calendar days in a calendar year before becoming eligible for holiday leave other than on a designated holiday.

3. Managers who terminate their employment with the City may utilize any holidays up to their last day of employment with the City.

4. Any Manager using so much holiday leave that insufficient leave remains to cover the ten city designated holidays shall be required to utilize vacation, compensatory time or unpaid leave of absence to cover the designated holiday.

I. Holiday Cash-Out

When management is unable to allow Managers to take their holiday leave because of operational necessity or other related reasons before December 31 of each calendar year, the City shall pay:

1. General Managers up to eighteen (18) hours of unused holiday leave.

2. Police Managers (General) and Sworn Fire Managers, up to thirty-two (32) hours of unused holiday leave.

3. Sworn Police Managers may cash out up to sixty (60) hours of unused holiday leave.

4. This payment shall be made on the second pay date of January of the following calendar year.

J. Holiday Occurrence on Saturday or Sunday (All Managers)

1. **Friday Holiday**

   The Friday immediately preceding any regular holiday that falls on a Saturday shall be deemed to be a holiday.

2. **Monday Holiday**

   The Monday immediately following any regular holiday that falls on a Sunday shall be deemed to be a holiday.

K. Holiday Scheduling (All Managers)

The City reserves the right to require employees to work on designated holidays.

L. Twenty-Fourth of December

1. **City Offices Open (All Managers)**

   a. When December 24th occurs on a Monday through Thursday, when City offices are scheduled to be opened, all City offices including Libraries, shall close at 12:00 p.m.

   b. All Managers eligible for this leave shall work one-half (1/2) of their normally scheduled work shift on this day.

   c. That part of December 24th from 12:00 p.m. to 6:00 p.m. shall be and is hereby designated a holiday.

   d. Integrated Waste Section employees whose 9/80 day off falls on a day other than a Friday and whose normal day off falls on December 24th shall be eligible for four and a half (4 1/2) hours of compensatory time to be taken at another time mutually agreed to by the employee and management.

e. Only unit employees actually scheduled to work on December 24th are eligible for the holiday.

2. **Sworn Fire Managers and Sworn Police Managers**

Said holiday shall not apply to the Managers in the operation of the Fire and Police Department, whose functions are essential to the public welfare as designated by management.

M. Holiday Leave Limitation (All Managers)

1. **All Managers**

No Manager shall receive any holiday pay if they use more than four hours (4) of leave of absence without pay either the work day before or the work day after the holiday except as set forth in City Family and Medical Leave Act (FMLA) Policy.

2. **General Managers**

General Managers who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination and shall also receive up to eighteen (18) hours cash-out of unused holiday leave. All mandatory holidays occurring after termination shall be forfeited.

3. **Sworn Fire Managers**

Sworn Fire Managers who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination and shall also receive up to thirty two (32) hours cash-out of unused holiday leave. All mandatory holidays occurring after termination shall be forfeited.

4. **Sworn Police Managers**

Sworn Police Managers who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination and shall also receive up to sixty (60) hours cash-out of unused holiday leave. All mandatory holidays occurring after termination shall be forfeited.

II. SPECIAL DAYS OF OBSERVANCE (All Managers)

A. Definition

A special day of observance, day of mourning, or a like day of participation, when so declared by Council by resolution, shall have the same legal effect as a holiday, and during

such day or portion thereof so declared, City offices shall be closed, except those offices providing services essential to the public welfare.

B. Schedule

Unless specifically declared otherwise by the City Council, such day shall be between the hours of 7:30 a.m. and 5:30 p.m.

C. Eligibility

Only Managers scheduled to work on a special day of observance and not rendering essential services shall have the day off with pay.

D. Compensation

All Managers whose services are declared to be essential by the City Manager shall work during such day or portion thereof, and shall receive straight time pay in addition to regular pay for each hour worked.

III. VACATION

A. Vacation Earned (General Managers and Sworn Police Managers)

General Managers and Sworn Police Managers compensated on a monthly basis shall be provided with vacation earnings to be based on the following schedule:

	Years of Full-Time Service	Annual # of Hours Eligible to Earn	Monthly Accrual # of Hours Per Month
Year 1 through 4 (start through 48 months)	1-4	80 hours	6.667 hours
Beginning year 5 (49 months through 168 months)	4-14	120 hours	10.000 hours
Beginning year 15 (169 months and thereafter)	14	160 hours	13.333 hours

B. Vacation Earned (Sworn Fire Managers)

All Sworn Fire Managers shall be compensated monthly with vacation earnings to be based on the following schedule. There is no additional vacation hours credited on the anniversary hire date of the unit employee.

Years of Full-Time Service	Annual Shifts (hours)	Monthly Accrual
Year 1 through 4	6 shifts (144 hours)	12.0 hours
Beginning year 5	9 shifts (216 hours)	18.0 hours
Beginning year 10	10 shifts (240 hours)	20.0 hours

Beginning year 15	11 shifts (264 hours)	22.0 hours
Beginning year 20	12 shifts (288 hours)	24.0 hours

1. **40-Hour Work Week Schedule**

   Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief on administrative assignment, working on a regular 40-hour work schedule, shall be compensated on a monthly basis with vacation earnings based on the schedule provided in B above.

2. **VTO's Policy and Telestaff Program**

   Sworn Fire Managers vacation leave must be taken in accordance with the VTO's Policy and the Telestaff Program.

C. Limitations (All Managers)

1. Vacation is earned and awarded monthly and is computed on the basis of the annual hours divided by the number of months per year.

2. No vacation hours shall be credited for a month in which the employee has been on a leave of absence without pay, excluding disciplinary suspensions without pay, during the majority (50%+) of the month.

3. All vacations shall be taken at such time as approved by the department head.

4. Vacation leave may be taken in increments of one-quarter (1/4) hour or more as approved by management.

5. New Managers will accrue vacation time commencing with the first day of employment as a salaried Manager but this vacation time is not vested nor may it be taken or cashed-out unless the unit employee completes one (1) year of service with the City. This means on the thirteenth (13th) month of salaried full-time service with the City, the eligible new Manager will have accumulated and be eligible to use eighty (80) hours and accrue vacation time on a monthly basis thereafter.

6. Any Manager, who is laid off during their first year of employment and is then rehired within a one (1) year time period, shall have their service time earned prior to their lay off apply toward their service time eligibility for vacation benefits earned.

D. Prior Service (All Managers)

For the purpose of computing vacation time, "total service" means and includes all full-time service with the City prior to any resignation or retirement as well as the service of a unit employee following re-employment.

E. Vacation Accumulation (All Managers)

All Managers may accumulate up to four (4) years of unused vacation leave. Once four (4) years of accumulated vacation leave is accrued, the employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. In extreme circumstances whereby a unit employee is unable to utilize sufficient vacation leave due to workload, operational necessity, or prolonged illness or injury, the unit employee may request an exception to the vacation accrual limits as designated by the department head and approved by the City Manager.

F. Annual Vacation Cash-Out (All Managers)

All Managers may cash out up to one hundred sixty (160) hours of accrued vacation leave at their regular base hourly rate of pay each fiscal year. The cash out may be taken up to two times per fiscal year in smaller increments, but may not exceed a total of one hundred sixty (160) hours per fiscal year.

G. Vacation Cash-Out at Termination / Retirement – RHSP (All Managers)

1. All Managers will have all of their accumulated vacation hours placed into their RHSP account upon their retirement subject to IRS regulations.

2. Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this agreement.

IV. LEAVE OF ABSENCE - SWEARING-IN CEREMONY - U.S. CITIZENSHIP (All Managers)

In recognition of all Managers receiving their United States citizenship, the City proudly recognizes their new citizenship status and eligible employees shall be granted leave of absence with pay to attend the Swearing-In Ceremonies.

V. SICK LEAVE

A. Sick Leave Benefit (All Managers)

Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Accumulation Plan (All Managers)

1. Employees shall accrue eight (8) hours sick leave for each major portion of a month worked in a calendar year, up to ninety six (96) hours each year, except as provided for in this agreement.

2. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in

the case of a Manager reinstated. Managers reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

C. Sick Leave Accumulation Plan (Sworn Fire Managers)

1. Sworn Fire Managers assigned to Fire Operations (56-hour week) shall accrue twelve (12) hours sick leave for each major portion of a month worked in a calendar year, with a maximum accrual of one hundred forty four (144) hours for each calendar year.

D. Sick Leave to Compensatory Leave Transfer Plan (Sworn Police Managers)

1. All Sworn Police Managers with a minimum of 600 hours in their sick leave bank may, on an annual basis, transfer up to 96 hours of sick leave into their comp time bank. Said transfer shall be subject to the same comp time pay out limitations as set forth in Section VIII of Article Three and must be made after the completion of an irrevocable election to transfer the sick leave hours. Sick leave hours transferred to comp time must be hours accrued in the preceding calendar year for which unit employees intend to transfer. The election to transfer sick leave hours into the unit employees' comp time bank shall be made by December 15 of each year, and the actual transfer will occur in the first pay period of December.

E. Limitations (All Managers)

1. Sick leave shall not be accrued for time during which a unit employee is on leave of absence from duty without pay.

2. Sick leave shall be approved by management based on the sick leave policies of the City. The City may require special medical evaluation prior to allowing an employee to return to work as outlined in the City's sick leave policy.

3. Any illness or injury extending more than five (5) full working days for Managers must receive authorization to return to work by a physician of the City's contract clinic.

4. All Managers re-employed from a lay-off list shall have all previously accrued sick leave credit added to their accumulated sick leave balance.

F. Department Notification (All Managers)

1. All Managers who are absent from work due to illness or injury shall promptly notify their supervisor or department head daily of this fact, in advance. Each department may have further requirements regarding the reporting of absences from work due to illness or injury. This may include requiring the employee to provide proof of illness or injury to Employee Health Services, based on the sick leave policies of the City.

2. Management shall exempt employees from these requirements provided the unit employee:

   a. is in a medical facility; or

   b. has an industrial disability which has been determined to be permanent and stationary by a licensed medical physician and prohibits return to duty; or

   c. other arrangements, locations, or conditions have been authorized by management.

3. Failure to comply with the requirements of this article shall be grounds for disciplinary action, which could include dismissal from the City.

G. Misuse of Sick Leave (All Managers)

No Manager shall misuse, feign, and/or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to their real condition for the purpose of remaining away from scheduled work assignments. Should this misuse, feigning, or misrepresentation of illness or injury be proven, disciplinary action shall be taken, which could include dismissal from the City.

H. Use of Accumulated Sick Leave (All Managers)

In addition to illness or injury, accumulated unused sick leave may be used by a unit employee for:

1. Temporary disability as outlined in this agreement.

2. Family care leave as outlined in this agreement.

3. At retirement, accumulated sick leave hours will be transferred to the RHSP account as set forth in Article Four or converted to PERS Sick Leave Credit under the provisions of Govt. Code 20965.

I. Family Care Leave with Pay - Utilize Sick Leave

1. **All Managers**

   Family care leave shall be defined as whenever the Manager's presence with the family is needed because of illness or medical conditions with their spouse or family, including the care for newborns. Family Care Leave will be charged against the employee's accumulated sick leave. "Family" shall mean spouse, employee's child or parents, or spouse's child or parents, siblings, grandparents or grandchildren, or spouse's siblings, grandparents or grandchildren, domestic partner or any other relative residing in the same household as employee.

2. **General Managers and Sworn Police Managers**

   A maximum of forty eight (48) hours may be granted in each calendar year.

3. **Sworn Fire Managers**

   Sworn Fire Managers on a 56-hour schedule may utilize a maximum of seventy two (72) hours each calendar year.

4. **Facts Justifying Absence (All Managers)**

   Management must be furnished reasonable evidence of the illness.

VI. BEREAVEMENT LEAVE

A. Definition (All Managers)

Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears to be imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father, stepmother or stepfather, brother or sister, child, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, "step" relatives as described above, the employee's registered domestic partner or any other relative of the employee or employee's spouse residing in the same household or who has resided with the employee in the same household for three (3) out of the last five (5) years.

B. Leave With Pay

1. **General Managers and Sworn Police Managers**

   General Managers and Sworn Police Managers may be granted bereavement leave with full pay not to exceed a total of three (3) working days (40 hour schedule) per occurrence as approved by department management.

2. **Sworn Fire Managers**

   Sworn Fire Managers on a 56-hour schedule may be granted bereavement leave with full pay not to exceed a total of two (2) working shifts (up to 48 hours) per occurrence as approved by department management.

C. Facts Justifying Absence (All Managers)

The unit employee must submit an approved declaration or other evidence acceptable to department management justifying such absence.

D. Not Applicable if on Sick Leave (All Managers)

Bereavement leave shall not apply to Managers on sick leave at the time of the incident.

VII. MANAGEMENT/MID-MANAGEMENT LEAVE (All Managers)

A. Management and Mid-Management employees serve in leadership roles for our City organization. It is expected that the accomplishments of their duties will require a certain amount of additional work time with no expectations of additional compensation. Management and Mid-Management paid leave benefits as described in this Section are intended to recognize that additional work is required but is not intended to reflect compensation for such work.

All Managers are eligible for Management and Mid-Management Leave granted by the City Manager as recognition for working unusually long hours. Approval of the use of Management and Mid-Management Leave is at the discretion of the Department Head within each Department; however, such approval will not be unreasonably withheld.

1. Assistant department heads may be eligible for up to one hundred (100) hours of Management Leave, per calendar year, as approved by the City Manager.

2. Management employees may be eligible for up to eighty (80) hours of Management Leave per calendar year, as approved by the department head.

3. Mid-Management employees may be eligible for up to sixty (60) hours of Mid-Management Leave per calendar year, as approved by the department head.

4. Department Heads may grant their Management or Mid-Management employees up to twenty (20) additional hours of Management Leave on an annual basis, in recognition of excessive time commitments to their jobs. However, total Management or Mid-Management Leave may not exceed one hundred (100) hours annually.

5. Police Sworn Managers may be eligible for up to one hundred (100) hours of Management Leave per calendar year, as approved by the department head.

6. The City and the GMA will commit to an ongoing review of alternatives to requiring Managers to regularly work excessively long hours. These alternatives should include, but not be limited to the following.

    a. Departments and Management employees will be encouraged to use flex scheduling in lieu of excessively long hours when feasible.

    b. Departments with excessive management workloads will consider acting pay assignment and/or overtime for lower classification employees.

    c. Management Merit bonus pay will be considered as an alternative when a Manager cannot take Management Leave due to work demands (contingent on the affected Manager's overall job performance).

d. Departments will evaluate the feasibility of adding full-time salaried position(s) if the excessive workload is a regular and recurring necessity of the department's operations.

B. Limitation

Management and Mid-Management employees are not eligible for overtime. On an exception basis, certain positions may be eligible to receive overtime compensation as designated by the department head and approved by the City Manager.

VIII. WORKERS' COMPENSATION

A. Workers' Compensation Leave

1. **General Managers**

General Managers compelled to be absent from duty because of injury or illness arising out of and in the course of employment shall receive a paid leave of absence not to exceed three hundred twenty (320) hours (8 weeks).

2. **Sworn Fire Managers and Sworn Police Managers**

Sworn Police Managers and Sworn Fire Managers may receive full salary continuance for up to one year, as provided by section 4850 of the Labor Code.

B. Temporary Disability (All Managers)

1. If a Manager is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, such Manager may elect to supplement statutory disability payments with any accumulated sick leave, compensation time, unused holiday leave and/or vacation leave benefits when added to the temporary disability indemnity will result in a payment equal to full salary and City paid Deferred Compensation.

2. This full salary shall not exceed the employee's base earnings and City paid Deferred Compensation that were in effect as of the date of illness or injury.

3. When a Manager elects this option, paid leave benefits, including sick leave, vacation leave, compensation time, holiday leave time, continue to accrue, consistent with these leave policies.

C. Additional Temporary Disability Benefit (General Managers)

1. After a Manager exhausts all the benefits they are eligible for in Article Five, Sections VIII, A and B, and the employee continues to be temporarily disabled, he/she shall receive, for a period not to exceed six months, additional compensation which when added to the statutory disability rate results in a payment equal to two-thirds of full base salary and City paid Deferred Compensation for such period.

2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

3. General Managers may elect to not use all of their accrued vacation time up to eighty (80) total hours before being eligible for this benefit.

D. Statutory Benefits Follow Additional Benefits (All Managers)

If a Manager has exhausted his/her benefits under Article Five, Sections VIII A,B and C, and if the employee is still temporarily or permanently disabled, he/she shall receive statutory temporary disability benefits in effect at the date of illness or injury.

E. Outside Employment and Medical Limitations (All Managers)

1. All outside employment must be approved by management pursuant to City and departmental rules and regulations.

2. During convalescence and/or modified work assignment, it shall be expressly forbidden for a unit employee to engage in any outside employment that would interfere with their convalescence.

F. Sick Leave Augmentation of Temporary Disability (All Managers)

1. When a Manager uses sick leave credit to augment temporary disability indemnity because of an injury compensable under the State Labor Code and the City is reimbursed by a third person for its damages by reason of such use, there shall be credited to the employee's sick leave account, sick leave equivalent to the amount so used or proportionately, if reimbursement is only in part.

2. If the City does not collect from the third person the full amount of the compensation paid and other damages to which it is entitled, and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave used, the sick leave to be credited shall be in the same ratio to the sick leave used as the total amount collected bears to the total amount of the City's damages.

G. Workers' Compensation – Diagnostic Examinations (Fire and Police Sworn Managers)

Upon request of the treating physician, and with the approval of the Director of Human Resources, Fire and Police Sworn Management employees will receive recommended diagnostic examinations, including but not limited to MRIs, EMGs (excluding surface EMGs), CT-Scans and EKGs. When said diagnostic examinations can reasonably reduce lost time and overtime expenditures, approvals will be granted expeditiously.

IX. JURY DUTY

A. Notification/Summoned (All Managers)

Any Manager who is summoned to serve on jury duty shall immediately notify their supervisor and provide written evidence of notice or of summons. The employee shall receive their regular salary limited to ten (10) working days annually. All Managers participating in the juror telephone call-in system shall immediately notify their supervisor of their next-day jury duty obligation when known and make appropriate mutually agreed to work schedule changes.

B. Accommodation of Jury Leave (All Managers)

The Manager's Department Management shall accommodate their employee's work schedule while assigned to Jury Duty, such as being assigned to day shift (Monday through Friday - 6:30 a.m. - 6:30 p.m.).

C. Jury Fees (All Managers)

All fees earned by Managers in return for their service as a juror may be kept by the employee.

D. Jury Time Extension (All Managers)

The allotted jury time may only be extended should a formal request be submitted to the City Manager by the Jury Commissioner.

E. Sworn Safety Jury Duty Shift Conflict

1. **Sworn Fire Managers and Sworn Police Managers**

   An employee assigned to jury duty which consists of hours that are included during their normal tour of duty shall immediately return to work upon their release from jury duty.

2. **Sworn Fire Managers**

   A Sworn Fire Manager performing jury duty during hours other than their normal work shift shall consider the following jury duty to be their complete tour of duty for that particular day:

   a. 8-hour or 40-hour work schedule: 6 hours;

   b. 24-hour work schedule: 12 hours

3. **Sworn Police Managers**

   A Sworn Police Manager performing jury duty during hours other than their normal work shift shall consider the following jury duty to be their complete tour of duty for that particular day:

a. 8-hour or 9/80 work schedule: 6 hours;

b. 10 or 10-1/2 hour work schedule: 7 hours;

c. 12-1/2 hour work schedule: 8 hours.

However, if the jury time is less than the times described above, then the unit employee shall report for completion of a normal work shift.

X. MILITARY LEAVE (All Managers)

A. Eligibility

1. Military leave of absence with pay shall be granted to permanent Managers who have been employed with the City for one year or more when called to active military duty.

2. Managers with less than one year shall receive military leave of absence without pay.

3. Military leave with pay shall not be granted to Managers on weekend assignment or advance party on weekend assignment and inactive duty training.

B. Length of Military Leave with Pay

Eligible Managers shall be entitled to military leave of absence with pay for the first thirty (30) days of active military duty.

XI. OTHER LEAVES - WITHOUT PAY (All Managers)

A. Leave of Absence Without Pay - Up to Seven (7) Days

Department heads may grant a leave of absence without pay to all Managers for periods of up to seven (7) calendar days in any month.

B. Leave of Absence Without Pay - Excess of Seven (7) Days

Department heads may grant leaves of absence without pay to all Managers in excess of seven (7) calendar days in any month, with the approval of City Manager.

C. Leave of Absence Without Pay – Early Return

Any unit employee granted a leave of absence without pay may, with the approval of the Department Head and the City Manager, return to duty prior to the time fixed for the expiration of such leave.

D. Leave of Absence - Excess of Six (6) Months

Any Manager returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination and being released by Employee Health Services and/or Workers' Compensation Section, to return to work.

E. Limitations

1. Managers shall first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by department head, except as provided for in section XI-F.

2. Unit employees eligible for unpaid leave under the Family and Medical Leave Act (FMLA) Policy may elect to use such leave concurrent with accrued paid leaves.

F. Voluntary Furlough

1. The City and Association agree on a voluntary furlough program, which will enable salaried unit employees the ability to take pre-scheduled unpaid time off with the approval of the department head and the City Manager. If the request is approved, the following provisions apply:

   a. Unit employees participating in the voluntary furlough program shall continue to receive full leave accruals and health benefits.

   b. Unit employees participating in the voluntary furlough program shall work a minimum of 75% of the month.

   c. Voluntary furlough leave may be taken in increments of one hour or more.

   d. Unit employees on other leaves without pay (e.g. extended medical leave) during a pay period shall not be eligible for this program. This program is only available to unit employees who are in a paid status the scheduled workday before and after the voluntary furlough.

   e. A voluntary furlough day that occurs in conjunction with a City holiday will not affect the unit employee's right to be paid for that holiday.

   f. Unit employees participating in the voluntary furlough program shall not be required to exhaust all paid leaves prior to taking voluntary furlough leave.

   g. Furlough days will not alter a unit employee's date of hire, length of service, seniority or step increase advancement.

   h. Insofar as PERS retirement service credit is determined by the number of hours worked per year, it is the employee's responsibility to monitor the effects of the voluntary furlough on future retirement benefits.

i. Participation in the voluntary furlough program shall be subject to the approval of the department head. Consideration for departmental workload, scheduling, coverage, operational necessity and other factors may be used as a basis for approving or denying a request. Voluntary furlough arrangements are subject to review on a regular basis and may be discontinued by either party under exigent circumstances.

XII. ELIGIBLE LEAVE BENEFITS (All Managers)

A. Accrual/Usage of Leave Benefits

All leave benefits (vacation, holidays, sick leave, bereavements or any other leaves) shall be accrued and taken in one-tenth (1/10th) hourly increments based on current benefit accrual rates.

B. Leave of Absence - Family and Medical Leave Act (FMLA)

Managers requesting unpaid Family and Medical Leave Act (FMLA) time off will be granted leave pursuant to the City's Family and Medical Leave Act (FMLA) Policy.

ARTICLE SIX

WORKING CONDITIONS

I. ALCOHOL AND SUBSTANCE ABUSE (All Managers)

A. Mutual Agreement

City and Association agree to mutually work together for the prevention of alcohol and substance abuse in the workplace for the benefit of the employees, City, and its citizens.

B. Determent, Detection and Treatment

The City and Association also will work together to support the City programs, policies, and procedures currently implemented to deter, detect and treat the problems of alcohol and substance abuse in the workplace, provided that such programs are consistent with the law. Such policies, programs, and procedures include but are not limited to the City's Employee Assistance Program, Medical Standards, Drug and Alcohol Educational and Training Programs, Policy of Consumption of Alcoholic Beverages and Illegal or Controlled Substances, Drug Screening for pre-placement candidates, safety sensitive promotional candidates, employee renewal of Class "A" and "B" Driver's licenses, and reasonable suspicion of employees under the influence on work time.

C. Support of EAP

The City and Association agree to encourage and support the rehabilitation of employees with alcohol and substance abuse problems through the constructive use of the Employee Assistance Program.

D. EAP Counseling

It is understood Voluntary EAP counseling sessions are confidential. Records kept under the Mandatory EAP Rehabilitation program shall be available only to those persons who administer the program or monitor and/or manage employees participating in the program.

II. TEMPORARY MODIFIED WORK PROGRAM (All Managers)

A. Eligibility

The City has a Temporary Modified Work Program for temporarily disabled and convalescing Managers. Any Manager who is temporarily incapable of performing his/her normal assigned duties because of an illness or injury may request assignment or be required by City management to participate in the temporary modified work program.

B. Limitations

Participation in the program is limited to unit employees who shall not:

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 26 weeks from the date such temporary modified work program is scheduled to commence; or

2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 13 weeks from the date such temporary modified work program is scheduled to commence; or

3. Be in a Vocational Rehabilitation Plan approved by the City.

4. The time limitations as set forth in B-1 and B-2 above may be extended under extenuating circumstances if recommended by the department head and approved by the City Manager.

C. Application and Acceptance

Application for the program shall be in writing by the Manager when consideration is requested for the work program and by written direction when management requires the employee to participate. City management shall make a determination of admission to the program based upon such factors as:

1. The attending physician's release to temporary modified work program;

2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and

3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. Outside Employment

During convalescence and/or modified work assignment, it shall be expressly forbidden for the employee to engage in any outside employment that would interfere with their convalescence.

E. Final Decision

The department head shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing. In extenuating circumstances, the department head may grant a temporary modified work assignment in excess of the time limits provided in Section II-B (1-2) above.

III. PERMANENT MODIFIED WORK PROGRAM (All Managers)

The City offers a permanent modified work program, calling for either voluntary or mandatory program participation, for unit employees who have incurred job related illness or injury that has rendered them medically incapable of performing the essential functions and full range of duties within their classification. This program is contingent upon employees meeting the minimum requirements and essential job functions for alternative positions. The program provides an opportunity for unit employees to continue employment within the City when alternate positions are determined by Human Resources to be available.

IV. SWORN POLICE RETIREMENT BADGES (Sworn Police Managers)

A. Issuance and Recall

1. The Police Chief, when requested in writing, shall issue a retirement badge to a retired Sworn Police Manager of the Police Department who:

    a. Retires after completing twenty (20) or more years of active service for service retirement as a regular peace officer, or;

    b. Receives a medical or psychiatric disability retirement after active service under honorable conditions as a regular peace officer for at least ten (10) years. The period of ten (10) years shall be determined from the day the officer assumed office to the last day actually worked, exclusive of all time off for the disability which caused the unit employee's retirement, unless;

    c. Both the Police Chief and the Police Retirement Badge Review Committee determine that the retired Sworn Police Manager is not deserving of such issuance because:

        i. Sworn Police Manager's employment records established while serving as a police officer for the City of Glendale reveal "censurable conduct" of major incident(s) under either the Police Department Manual or the City's Civil Service Rules and Regulations; or

        ii. Sworn Police Manager's psychiatric condition is so impaired that issuance of an official police badge could be detrimental to the public safety.

2. The Police Chief shall issue a retirement badge to a retired unit employee of the Glendale Police Department who otherwise would not qualify under subsections l-a or l-b, if both the Police Chief and the Retirement Badge Review Committee determine that the retired Sworn Police Manager's record of conduct and service to the community and devotion to duty during his employment as a police officer were exemplary and now merit its issuance and it would not otherwise be denied by the provisions of sub-section 1-c.

B. Qualifications for Retirement Badge Recall

1. The Police Chief shall have the authority to recall any retirement badge whenever a retired Sworn Police Manager returns to active duty as a regular peace officer.

2. The Police Chief shall also have the authority to recall the issued retirement badge, subject to review and determination by the Police Retirement Badge Review Committee, when it has been determined that the retired Sworn Police Manager has abused the privilege of carrying a retirement badge in any of the following ways:

   a. Using it or attempting to use it for a purpose other than intended.

   b. Allowing its use by others or exhibiting conduct which embarrasses the Glendale Police Department and the City of Glendale through the commission of a crime.

   c. Other conduct which would be unbecoming to a regularly employed peace officer of the City of Glendale.

C. Police Retirement Badge Review Committee

The Police Chief shall establish and maintain a Police Retirement Badge Review Committee.

D. Retirement Badge

1. The issuance and retention of a retirement badge is a privilege granted by the City of Glendale in recognition of service to its citizens and shall not be used for the purpose of personal gain.

2. The retirement badge shall display the word "Retired" plainly shown on such badge.

E. Retirement Badge Review Committee and Appeal Right - Incorporation

Unit employees' appeal rights and the Retirement Badge Review Committee's selection, composition, terms of office, responsibilities, duties, authority, rules and procedural guidelines are expressed in existing written department policy captioned "Retirement Badge Review Committee" and are hereby incorporated by reference as if fully set forth herein.

V. OUTSIDE EMPLOYMENT (All Managers)

A. Approval By Management

All outside employment must be approved by management pursuant to City policy.

B. Medical Limitations

During convalescence and/or modified or permanent work assignment, it shall be expressly forbidden for a unit employee to engage in any outside employment that would interfere with their convalescence.

VI. PERSONAL APPEARANCE / DRESS STANDARDS (All Managers)

The City reserves the right to establish and/or modify personal appearance standards for City employees.

ARTICLE SEVEN

DISCIPLINE AND GRIEVANCE PROCEDURE (ALL MANAGERS)

I. DISCIPLINARY ACTIONS

The following is a non-exhaustive list of disciplinary actions available to supervisors, under provisions of the City Charter, Glendale Municipal Code, and Civil Service Rules and Regulations:

A. Removal

B. Suspension without pay

C. Reduction in classification (Demotion)

D. Reduction in pay

II. POINTS OF AUTHORITY

A. Any of the above disciplinary actions must be taken in strict conformance with Article XXIV, Section 9 of the Charter, Rule X of Civil Service Rules and Regulations, and "Due Process Procedures" of the City of Glendale. Any Department, Division or Section contemplating these types of disciplinary actions must consult both Human Resources and Legal before proceeding with any formal action.

B. Classified permanent employees subject to the above disciplinary actions are entitled to the protections guaranteed under *Skelly v. State Personnel Board,* which includes:

1. Written notification of the charges, grounds and effective date of the proposed discipline;

2. The right to review and access to all material supporting the proposed action;

3. The right to respond to the charges and have the matter reviewed by a higher authority who was not involved with the initial proposed action, and who has the authority to recommend whether the proposed action should be taken.

4. The employee may seek this review from the Department Head and/or the designated Administrative Hearing Officer, who shall be the City Manager, Assistant City Manager, Deputy City Manager, Assistant to City Manager or any individual so designated by the City Manager.

III. CITY'S GRIEVANCE PROCEDURE - REPRINTING

Unit employees who need to resolve a dispute relating to work related matters may utilize the City's grievance procedure, provided that the subject matter of that grievance falls within the definition of a grievance, provided in the following section. The City's Grievance Procedure is

reprinted from the City's Employer-Employee Relations Ordinance here solely for the convenience of employees and management.

IV. GRIEVANCES

A. Definition

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding or of rules or regulations governing personnel practices or working conditions.

B. Grievance - Informal - Verbal

When an employee feels he/she has been unfairly treated or does not agree with his/her supervisor on policy interpretation, he/she may initiate formal action to secure review of the grievance by top management. Such action should be used, however, only after informal appeal through discussion with the immediate supervisor has not been successful. It is the spirit and intent of this procedure that all grievances be settled quickly and fairly, without any subsequent discrimination against employees who may seek to adjust a grievance, real or imagined.

C. Grievance - Formal - Written

If the informal answer given by the employee's supervisor is not satisfactory, the employee may appeal his/her grievance in the following manner:

1. **Step I - Supervisor**

   Within fourteen (14) calendar days following the occurrence of the alleged grievance, the employee will present his/her views to his/her supervisor on a grievance form, in duplicate, obtainable from Human Resources. The supervisor will, within seven (7) calendar days, enter his/her decision and the reasons for it and return it to the employee. If the employee is not satisfied with the answer given, he/she may appeal as follows:

2. **Step II - Department Head**

   Within seven (7) calendar days of receipt of the supervisor's answer, the employee will forward the grievance to his/her department head. The department head will, within seven (7) calendar days, enter his/her decision, the reasons for it and return it to the grievant. If the employee is not satisfied with the decision, he/she may appeal as follows:

3. **Step III - City Manager**

   Within seven (7) calendar days of receipt of the department head's answer, the employee will forward the grievance to the City Manager. The City Manager will,

within seven (7) calendar days, enter his/her decision, the reasons for it and return it to the employee. The decision of the City Manager is final and binding on all parties.

D. General

1. **Time Limits**

If the time limit at any step should elapse, the decision rendered at the previous step will be understood to have been accepted. For example, if an employee does not forward a Step I decision to Step II within seven (7) calendar days, it is understood that he/she has accepted the Step I decision and the matter is closed. Time limits may be extended by mutual consent.

2. **Grievance Settled - Form Distribution**

When a grievance is settled, the employee will keep the duplicate of the form and the original will be placed in the grievance file in the Human Resources Department.

3. **Representation**

An employee utilizing this procedure may be represented or assisted by, not to exceed three, authorized representatives in the preparation, presentation and hearing of a grievance. The supervisor, department head and City Manager may also be accompanied by other persons in conferences or hearings. Witnesses may be called and questioned by both parties.

4. **Time of Hearings**

All grievances will be heard during working hours if practicable. Aggrieved employees, their representatives, and all witnesses will be given reasonable time off without loss of pay, vacation or other time credits for the purpose of presenting grievances.

5. **Grievances- Non-Appealable to Civil Service Commission**

The grievance procedure is not intended as a means of appealing actions under the jurisdiction of the Civil Service Commission.

ARTICLE EIGHT

GENERAL PROVISIONS (ALL MANAGERS)

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding which restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Association shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. GLENDALE GENERAL FUND TRANSFER CASE

A. Police Sworn Managers

If the City receives further adverse rulings in *Saavedra et al v. City of Glendale* or *Glendale Coalition for Better Government v. City of Glendale,* either in the California Court of Appeal or the California Supreme Court, which prohibits or otherwise limits the City from making the General Fund Transfer as otherwise authorized by Article XI, Section 22 of the Glendale City Charter, the City may immediately reopen labor

negotiations on economic proposals and the GMA/Police Sworn unit agrees it will come to the collective bargaining table within thirty (30) calendar days to begin the reopener negotiations.

B. General Managers and Sworn Fire Managers

In addition to the foregoing, if the City receives any adverse appellate ruling in Saavedra et al v. City of Glendale or Glendale Coalition for Better Government v. City of Glendale, either in the California Court of Appeal or the California Supreme Court, which prohibits or otherwise limits the City from making the General Fund Transfer as otherwise authorized by Article XI, Section 22 of the Glendale City Charter, the City may immediately reopen labor negotiations on economic proposals and the GMA agrees it will come to the collective bargaining table within thirty (30) calendar days to begin the reopener negotiations.

V. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law or City Charter.

B. Civil Service and Departmental Rules and Regulations

1. It is understood and agreed that there exists within the City, in written form, Civil Service and Departmental Rules and Regulations.

2. Except as specifically modified by this Memorandum of Understanding (MOU), these rules and regulations and any subsequent amendments thereto, shall be in full force and effect.

3. Before any new or subsequent amendments to these Civil Service and/or departmental rules and regulations, which directly affect wages or significantly alter hours and terms and conditions of employment are implemented, the City shall meet and confer with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

VI. "ME-TOO" CLAUSE

The City and Association agree to meet and confer on compensation and benefit items granted to the other recognized non-management bargaining units (GPOA, GFFA, IBEW and GCEA) which are

overseen by unit employees of the GMA. The purpose of this provision is to ensure that specific compensation and benefit items granted to the non-management bargaining units do not cause either compaction or diminishment of managerial benefits between Sworn Police Managers and GPOA, Sworn Fire Managers and GFFA, and General Managers and GCEA and/or IBEW.

VII. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VIII. RESOLUTION OF IMPASSE

Should an impasse be reached regarding the negotiation of a successor Agreement to this Agreement, the City and Association shall meet and confer to establish an impasse procedure to resolve the disagreement.

IX. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this Memorandum of Understanding shall be for the period of three years, covering Sworn Police Managers, commencing July 1, 2019 and terminating after June 30, 2022; and for the period of one year covering General Managers, commencing July 1, 2020 and terminating after June 30, 2021; and four years covering Sworn Fire Managers, commencing on July 1, 2018, and terminating after June 30, 2022.

X. RATIFICATION AND IMPLEMENTATION

A. Acknowledgment

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications represented by the Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

B. Binding Agreement

When approved, as set forth in Section V-A above, This agreement constitutes the binding agreement between the City and Association pursuant to Government Code 3500, as amended, and expresses all rights obligations and duties mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and Association and entered into on this 9th day of June 2020.

Glendale Management Association Memorandum of Understanding

July 1, 2020 – June 30, 2021 – General Managers
July 1, 2018 – June 30, 2022 – Sworn Fire Managers
July 1, 2019 – June 30, 2022 – Sworn Police Managers

PARTIES TO THE AGREEMENT

GLENDALE MANAGEMENT ASSOCIATION (GMA – General Managers)

Craig Hinckley
Mechanical Maintenance Administrator
GMA President

Alison Finch
Public Safety Business Administrator
GMA Vice-President

CITY OF GLENDALE, CALIFORNIA

Matt Doyle
Director of Human Resources

Roubik Golanian
Assistant City Manager

Mania Hoonanian
Deputy Director of Human Resources

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 2nd day of June 2020.

GLENDALE MANAGEMENT ASSOCIATION (GMA)

By: Craig Hinckley, President GMA

CITY OF GLENDALE, CALIFORNIA

By: Yasmin Beers, City Manager

PARTIES TO THE AGREEMENT

GLENDALE MANAGEMENT ASSOCIATION (GMA – Sworn Fire Managers)

Craig Hinckley, GMA President
Equipment Maintenance Supervisor

Bill Lynch
Deputy Fire Chief

Chris Stavros
Fire Battalion Chief

CITY OF GLENDALE, CALIFORNIA

Matt Doyle
Director of Human Resources

Yasmin K. Beers
City Manager

Greg Fish
Fire Chief

Michele Flynn
Assistant Director of Finance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 28th day of August 2018.

GLENDALE MANAGEMENT ASSOCIATION (GMA)

By: Craig Hinckley, President GMA

CITY OF GLENDALE, CALIFORNIA

By: Yasmin Beers, City Manager

Glendale Management Association Memorandum of Understanding

July 1, 2017 – June 30, 2020 – General Managers
July 1, 2018 – June 30, 2022 – Sworn Fire Managers
July 1, 2019 – June 30, 2022 – Sworn Police Managers

PARTIES TO THE AGREEMENT

GLENDALE MANAGEMENT ASSOCIATION (GMA – Sworn Police Managers)

Robert William
Police Lieutenant

Danny Carver
Police Lieutenant

Rafael Quintero
Police Lieutenant

Craig Hinckley
GMA President

CITY OF GLENDALE, CALIFORNIA

Matt Doyle
Director of Human Resources

Roubik Golanian
Assistant City Manager

Carl Povilaitis
Police Chief

Michele Flynn
Director of Finance

Mania Hoonanian
Deputy Director of Human Resources

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 8th day of October 2019.

GLENDALE MANAGEMENT ASSOCIATION (GMA)

By: Craig Hinckley, President GMA

CITY OF GLENDALE, CALIFORNIA

By: Yasmin Beers, City Manager

APPENDIX "A"

CITY OF GLENDALE
MANAGEMENT AND MID-MANAGEMENT CLASSIFICATIONS

A. DESIGNATED CLASSIFICATIONS

The following are the City of Glendale's Management and Mid-Management classifications:

Accountant III
Accounting Manager
Accounting Supervisor
Accounts Payable Supervisor
Administrative Analyst
Administrative Officer – Community Development Department
Ambulance Operator Coordinator
Assistant Chief Information Officer
Assistant City Clerk
Assistant City Engineer
Assistant City Treasurer
Assistant Director of Community Development
Assistant Director of Glendale Water & Power
Assistant Director of Information Services
Assistant Director of Library, Arts & Culture
Assistant Director of Community Services & Parks
Assistant Director of Public Works
Assistant Director of Public Works/City Engineer
Assistant General Manager
Assistant General Manager – Utility Financial Planning & Risk Management Services
Assistant Fire Chief
Assistant Fire Marshal
Assistant Integrated Waste Administrator
Assistant Police Chief
Assistant Public Information Officer
Assistant Public Works Maintenance Services Administrator
Assistant Traffic & Transportation Administrator
Assistant Transit Manager

Billing & Collections Administrative Supervisor
Broadcast Coordinator
Broadcast Manager
Budget Analyst
Building Inspection Supervisor

Building Official
Business Assistance Administrator
Business Transformation Manager
Business Transformation & Marketing Administrator
Buyer Supervisor

Case Worker II
Chief Assistant General Manager
Chief Assistant General Manager/Electrical Services & Power Supply
Chief Assistant General Manager/Water Services
Chief Information Technology Architect
City Engineer
Civil Engineer II
Claims & Litigation Support Supervisor
Communications System Administrator
Community Development Supervisor
Community Forest Supervisor
Community Relations Coordinator
Community Services Administrator
Community Services Manager
Community Services Supervisor
Computer Operations Supervisor
Construction Services Manager
Construction Supervisor
Crime Analyst
Custodial Supervisor
Customer Service Administrator
Customer Service Collections Supervisor
Customer Service Operations Manager
Customer Service Operations Supervisor
Customer Service Operations Supervisor (Steno)
Customer Service Field Supervisor
Customer Service Utility Supervisor

Department Applications Manager
Deputy Building Official
Deputy Chief Information Officer
Deputy City Attorney
Deputy City Clerk
Deputy City Treasurer
Deputy Director – Housing
Deputy Director – Planning & Neighborhood Services
Deputy Director of Community Development
Deputy Director of Community Services & Parks
Deputy Director of Development Services

Deputy Director of Fire Administration
Deputy Director of Public Works
Deputy Director of Public Works/Administration and Environment Programs
Deputy Director of Public Works/City Engineer
Deputy Director of Public Works/Field Services
Deputy Director of Public Works/Maintenance Services
Deputy Fire Chief
Deputy General Manager – Glendale Water & Power
DNA Laboratory Supervisor

Economic Development Coordinator
Economic Development Manager
Electrical Engineer II
Electrical Line Mechanic Supervisor II
Electrical Mechanic Supervisor II
Electrical Services Administrator
Electrical Superintendent – Construction, Transmission and Distribution
Electrical Superintendent – Substations, Metering, and Communications
Electrical System Dispatch Supervisor
Electrical Test Supervisor
Emergency Services Coordinator
Employee Health Coordinator
Energy Marketer/Trader
Energy Trading Manager
Environmental Affairs Manager
Environmental Management Coordinator
Environmental Program Administrator
Environmental Program Specialist
Equipment Maintenance Supervisor
Executive Administrator/Verdugo Fire Communications
Executive Analyst

Facilities Maintenance Supervisor
Facilities Maintenance Superintendent
Facilities Management Administrator
Facilities Services Coordinator
Finance Administrator
Financial Applications Analyst
Financial Applications Manager
Financial Applications Specialist
Fire Battalion Chief
Fire Communications Administrator
Fire Communications Supervisor
Fire Marshal

Fire Prevention Coordinator
Fire Prevention Supervisor
Fire Protection Engineer II
Fire Protection Specialist II
Fleet Manager
Forensic Supervisor

GIS Analyst
GIS Manager
GIS Project Manager
Graphics Administrator
GWP Operational Support Services Manager

Hazardous Materials Supervisor
Health Services Administrator
Homeless Programs Coordinator
Homeless Programs Supervisor
Housing Analyst
Housing Applications Manager
Housing Coordinator
Housing Project Manager
Housing Supervisor
Housing Systems Analyst

IT Applications Analyst
IT Applications Manager
IT Infrastructure Manager
IT Projects Manager
Information Services Administrator
Information Services Project Manager
Innovation Projects Manager
Integrated Resources Planning Administrator
Integrated Waste Administrator
Integrated Waste Planner
Integrated Waste Superintendent
Integrated Waste Supervisor
Internal Audit Manager
Internal Auditor

Jail Administrator

Legal Fellow
Legal Services Supervisor
Library Circulation Supervisor
Library, Arts & Culture Administrative Manager
Library, Arts & Culture Administrator

Library, Arts & Culture Supervisor
Line Clearance Forestry Supervisor II

Mechanical Engineer II
Mechanical Maintenance & Warehouse Administrator
Mechanical Maintenance Administrator
Mechanical Maintenance Superintendent

Neighborhood Services Administrator
Neighborhood Services Supervisor
Network Manager
Network Specialist Supervisor

Office Services Supervisor
Office Services Supervisor (Steno)
Organizational Development Coordinator

PC Specialist Supervisor
Paralegal
Parking Manager
Park Services Manager
Park Services Administrator
Permit Services Administrator
Plan Check Specialist
Planner
Planning Administrator
Police Budget & Property Administrator
Police Captain
Police Civilian Division Commander
Police Communications Administrator
Police Communications and Technology Administrator
Police Lieutenant
Police Psychologist
Police Records Administrator
Power Contracts Manager
Power Line Supervisor II
Power Management Administrator
Power Planning Administrator
Power Plant Instrumentation & Controls Supervisor
Power Plant Maintenance Supervisor
Power Plant Mechanic Supervisor
Power Plant Operations Supervisor
Power Plant Shift Supervisor
Power Plant Superintendent
Power Systems Superintendent
Power Systems Analyst

Principal Accountant
Principal Administrative Officer – Community Development Department
Principal Assistant City Attorney
Principal Building Code Specialist
Principal Civil Engineer
Principal Economic Development Officer
Principal Environmental Safety Specialist
Principal Development Officer
Principal Electrical Engineer
Principal Housing Coordinator
Principal Housing Project Manager
Principal Housing Advisor
Principal Housing Supervisor
Principal Internal Auditor
Principal Mechanical Engineer
Principal Neighborhood Services Supervisor
Principal Planner
Principal Power Systems Operator
Principal Traffic Engineer
Principal Urban Designer
Principal Utility Financial Analyst
Program Supervisor
Project Management Administrator
Project Manager
Public Benefits Charge Coordinator
Public Benefits Charge Marketing Manager
Public Safety Business Administrator
Public Safety Business Coordinator
Public Safety Business Specialist
Public Works Administrator
Public Works Management Analyst
Public Works Manager
Purchasing Administrator
Purchasing Coordinator

Records Administration Analyst
Recycling Coordinator
Revenue Analyst
Revenue Manager
Risk & Insurance Services Manager

Safety Administrator
Safety Services Specialist
Security Systems Manager

Senior Administrative Analyst

Senior Administrative Officer
Senior Budget Analyst
Senior Building Code Specialist
Senior Buyer
Senior Civil Engineer
Senior Code Compliance Inspector
Senior Community Development Supervisor
Senior Crime Analyst
Senior Development Officer
Senior Economic Development Coordinator
Senior Electrical Engineer
Senior Environmental Program Specialist
Senior Executive Analyst
Senior Facilities Maintenance Supervisor
Senior Financial Applications Analyst
Senior GIS Project Manager
Senior Graphics Illustrator
Senior Housing Advisor
Senior Housing Analyst
Senior Housing Coordinator
Senior Housing Project Manager
Senior Housing Supervisor
Senior Inspector
Senior Integrated Waste Planner
Senior Integrated Waste Supervisor
Senior Internal Auditor
Senior Investigator
Senior Library, Arts & Culture Supervisor
Senior Mechanical Engineer
Senior Neighborhood Services Supervisor
Senior Park Services Manager
Senior Planner
Senior Power Plant Shift Supervisor
Senior Project Manager
Senior Public Safety Business Specialist
Senior Public Works Management Analyst
Senior Public Works Manager
Senior Revenue Analyst
Senior Safety Services Specialist
Senior Security Systems Manager
Senior Street Maintenance Supervisor
Senior Traffic Engineer
Senior Urban Designer
Senior Utility Financial Analyst
Senior Workers Compensation Analyst

Shop Superintendent
Software License Specialist
Station Electrician/Operator Supervisor II
Station Electrician Supervisor II
Stores Supervisor
Street Maintenance Supervisor
Street Superintendent
Supervising Electrical Engineering Associate
Sustainability Officer
Survey Supervisor
Survey Supervisor (Licensed)
Systems Analyst
Systems Engineer I
Systems Engineer II
Systems Engineer III
Systems Programmer

Technical Staff Analyst
Telecommunications Supervisor
Traffic & Transportation Administrator
Traffic & Transportation Engineer
Traffic Engineer II
Traffic & Parking Supervisor
Transit Manager
Transportation & Parking Services Supervisor

Underground Distribution Construction Supervisor II
Urban Designer
Urban Fire Forester
Urban Forester
Utility Business Systems Support Administrator
Utility Business Systems Support Manager
Utility Finance Manager
Utility Financial Analyst
Utility Manager
Utility Risk Manager
Utility Safety Officer

Volunteer Programs Coordinator

Wastewater Maintenance Superintendent
Wastewater Maintenance Supervisor
Water Engineering Manager
Water Engineering Supervisor
Water Facilities Supervisor
Water Quality Manager
Water Quality Supervisor

Water Services Administrator
Water Superintendent
Water System Operations Supervisor
Water System Supervisor II
Water System Supervisor III
Wireless Systems Supervisor
Workforce Development Administrator
Workers Compensation Adjustor II
Workers Compensation Administrator
Workers Compensation Analyst

Youth Services Manager
Youth Services Supervisor

B. EMPLOYEE RELATIONS EXEMPT CLASSIFICATIONS/POSITIONS

All **Executive** classifications shall be exempt from membership in the Glendale Management Association. In addition, the following Management and Mid-Management classifications/positions are designated as exempt for employee relations purposes per the City's Employer-Employee Relations Ordinance.

Management Services Department
Assistant to the City Manager
Public Information Officer
Executive Assistant to City Council
Secretary to the City Manager (Steno)
Secretary to the City Manager

Finance Department
Assistant Director of Finance
Budget Manager
Budget Analyst
Deputy Director of Finance
Financial Applications Administrator
Fiscal Operations Manager
Payroll Supervisor
Senior Budget Analyst

Human Resources Department
Assistant Director of Human Resources
Deputy Director of Human Resources
Human Resources Administrator
Senior Human Resources Analyst
Departmental Human Resources Officer
Human Resources Compliance Officer
Human Resources Analyst II

Human Resources Analyst
Benefits Manager
Benefits Coordinator

Legal Department

Chief Assistant City Attorney
General Counsel
Principal Assistant City Attorney
Senior Assistant City Attorney
Assistant City Attorney

C. DESIGNATING EMPLOYEE RELATIONS EXEMPT CLASSIFICATIONS/POSITIONS

In addition to the classifications/positions listed in "B" above, other positions within certain classifications may later be designated as Employee Relations exempt per the City's Employer-Employee Relations Ordinance, should a finding be made that the position is confidential for employee relations purposes.

APPENDIX "B"

LETTER OF AGREEMENT

BETWEEN

THE CITY OF GLENDALE

AND

THE GLENDALE MANAGEMENT ASSOCIATION (GMA)

REGARDING FLEXIBLE WORK SCHEDULES

This Letter of Agreement between the City Manager on behalf of the City of Glendale (hereinafter referred to as the "City") and by representatives of the Glendale Management Association ("GMA or the "Association") pursuant to Government Code 3500, as amended, et seq. hereby satisfies the City's duty to meet and confer with the Association regarding work schedules for employees represented by GMA.

Spirit of the Agreement - It is the spirit and intent of this agreement to recognize and fulfill our collective responsibility as leaders and managers in the City of Glendale who are responsible for providing excellent service to the citizens of our community. Further we are committed to fulfilling a leadership role in the stewardship of environmental resources necessary for promoting a lasting legacy of health, welfare, and the future well-being of our community and the region.

Flexible Work Schedules - The successful implementation of flexible work schedules requires the cooperative and collaborative efforts of the City and the GMA. Department Heads and GMA members agree to work within committee structures, by Department, to develop work schedules that provide appropriate staffing levels, as determined by each Department Head, while providing flexibility in work schedules, where reasonably possible, for GMA members. Approval of flex schedules shall not be unreasonably withheld, and will be based on the following understandings/guidelines:

1) The GMA and the City reaffirm their July 15, 2003 Letter of Agreement which includes the agreement to maintain flexible work schedules (5/40, 9/80, 4/10 and other minor variations of these) upon implementation of changes to have City facilities open five (5) days per week. Under no circumstances shall the provisions of this agreement be construed as an intention by the parties to reinstate a mandatory 5/40 work schedule on a widespread basis within the City.

2) The GMA and the City acknowledge that current practices permit Department Heads of the City to modify work schedules to meet service needs. If City facilities are open five (5) days per week:

   (a) there may be increased opportunities for employees represented by GMA to change from their current work schedule to a work schedule more desirable for the employee, and

   (b) there is no expectation or intent on the part of the City to reduce the number of employees currently working a 4/10, 9/80 or other variation of work schedules unless desired by the employee and consistent with maintaining services to the public, and

(c) decisions to modify current work schedules will be based on a balance of the following factors/goals:

- Employee requests and desires including accommodations for childcare obligations.
- Maximizing customer services
- Compliance with Rule 2022 of the South Coast Air Quality Management District including a strong effort to preserve existing carpool, rideshare and other trip reduction arrangements.
- Minimizing the impact on departmental operations

3) While option 3 (current 9/80 schedule with roughly half of employees scheduled to work each Friday) of the 11/18/03 staff report was determined to best balance the above factors/goals, modifications of option 3 may be just as effective in balancing these goals. Following is a list of all of the Compressed Work Week (CWW) options from the 11/18/03 staff report:

1) Existing 9/80 CWW – City closed every other Friday
2) 9/80 CWW – Percentage of Employees off on Monday and Friday of the same week
3) 9/80 CWW – Percentage of Employees off every Friday
4) 9/80 CWW – Percentage of Employees off each day during the same week
5) 4/40 CWW – Percentage of Employees off on Monday and Friday of each week
6) 5/40 – Discontinue CWW

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