

RESOLUTION NO. 2011-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENDORA, CALIFORNIA, APPROVING THE 2011-2014 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GLENDORA AND THE GLENDORA POLICE OFFICERS ASSOCIATION

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

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

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

WHEREAS, the City of Glendora and the Glendora Police Officers Association (POA) met and negotiated a 2011-2014 Memorandum of Understanding (MOU), which was voted upon and approved by the POA membership.

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

SECTION 1: That the City Council approves the 2011-14 MOU between the City of Glendora and the Glendora Police Officers Association attached as Exhibit A.

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

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

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

APPROVED and PASSED this 4th day of October, 2011.

City Council of Glendora, California

BY:



GENE MURABITO, Mayor Pro Tem

APPROVED AS TO FORM:



D. WAYNE LEECH, City Attorney

I, Kathleen R. Sessman, City Clerk of the City of Glendora, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Glendora at a regular meeting held on the 4th day of October, 2011, by the following vote:

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

Dated: October 5, 2011



KATHLEEN R. SESSMAN, City Clerk



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GLENDORA POLICE OFFICERS ASSOCIATION
AND
THE CITY OF GLENDORA

JULY 1, 2011 - JUNE 30, 2014

**Approved by the Glendora City Council
on October 4, 2011**

Resolution No. 2011-52

**GLENDORA POLICE OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 2011 – JUNE 30, 2013**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
GLENORA POLICE OFFICERS ASSOCIATION & THE CITY OF GLENORA
THREE YEAR TERM: JULY 1, 2011 – JUNE 30, 2014**

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

Pursuant to the provisions of the City's Employee Relations Resolution, the City of Glendora hereby recognizes the Glendora Police Officers Association as the certified bargaining representative for those employees in the classification of police officer.

ARTICLE 3 - NONDISCRIMINATION

- A. The Association and the City recognize and agree to protect the rights of all employees to join and/or participate in protected Association activities or to refrain from joining or participating in Association activities.
- B. The Association and the City agree that they shall not illegally discriminate against any employee because of race, color, sex, age, national origin, sexual orientation, political or religious opinions or affiliations and shall act affirmatively to accomplish equal employment opportunities for all employees. The Association and the City shall reopen any provision of this Agreement for the purpose of complying with any final order of a Federal or State agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal antidiscrimination laws.

ARTICLE 4 - CITY RIGHTS

It is understood that all rights, powers and authority possessed by the City prior to the execution of the Agreement are retained by the City and remain exclusively and without limitation within the rights of the City. Such rights include, but are not limited to, determinations as to appropriate levels of service; consideration of the merits, necessity or organization of any service; determining the missions of its constituent departments; setting standards of service; determining manning requirements; assigning and approving overtime; determining the procedures and standard of selection for employment and promotion; directing its employees;

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

ARTICLE 5 - GLENDORA POLICE OFFICERS ASSOCIATION RIGHTS

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

- A. Represent unit members at meet and confer sessions with Management representatives regarding wages, hours, and other terms and conditions of employment as the certified bargaining representative.
- B. Inspect an employee's personnel file by appointment at a reasonable time, during normal business hours, provided the employee is present. The Association may not inspect background investigation material obtained from other employers upon which the hiring decision was made.
- C. Use City facilities for membership meetings and conferences upon reasonable advance notice to the appropriate City official, subject to applicable City regulations and availability. No Association meetings to interview and/or to endorse political candidates will be held within the Police Department, or the Glendora City Hall building including the City Council chambers. Association may book and use other City facilities for such political purposes subject to the required facility use and insurance rules, and City will waive any applicable rental fees. However, Association meetings that are not utilized to interview and/or to endorse political candidates may be held at the Police Department, City Hall or other City facilities, subject to the facility use being pre-approved and availability, but without showing of insurance or payment of rental fees, unless rental fees are imposed upon the City for use of the facility. The Association shall pay any such rental fees.

ARTICLE 6 - TERM/EFFECTIVE DATE

- A. The term of this Memorandum of Understanding (MOU) shall commence on the beginning of the first pay period following final approval, ratification and signature by both parties to this MOU and shall supersede any other agreements in effect at that time. This MOU shall expire and otherwise be fully terminated at 12 midnight on June 30, 2014.

ARTICLE 7 - NO STRIKE

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

ARTICLE 8 - HOURS

A. Definitions

- 1. The work period for employees covered by this MOU will be 160 hours in a 28 day work period as defined below:
 - a. Officers working patrol will work 3 consecutive 12 1/3-hour days with some officers working four (4), 10-hour days. Officers working 12 1/3-hour days will be required to work one additional 12-hour day in the 28-day work period. Officers will be entitled to a meal break during duty hours.
 - b. If the above schedule fails to meet the needs of the department, the Chief of Police has the right to change the patrol schedule to one of the following: a team 3-12 schedule with some 4-10 hour shifts or a 4-10 schedule with some 5-8 hour shifts. An 8-hour day will be defined as 8 hours and 20 minutes, and officers working 8 hour 20 minute days will be compensated 4% for the additional 20 minutes worked. The Chief will meet and confer with the Glendora Police Association prior to changing the schedule. Any changes in the schedule will not take place without a 30-day notice.
 - c. Officers working in the Traffic Unit will work a 4-10 schedule.
 - d. Officers working in any other unit will work 8, 9 or 10 hour days. Officers working these details may take up to an hour of uncompensated time for meal breaks.

- e. **Disaster Shift Schedule:** Patrol employees will be assigned 12 hours on/12 hours off. Some Officers may be assigned to overlap shifts of 8 or 10 hours as needed to properly staff and manage the emergency. This deployment will be discontinued once the disaster has been controlled and the City returns to normal operations.

2. Overtime increments

In compliance with FLSA, the minimum timekeeping interval shall be fifteen (15) minutes. Periods of time of seven (7) minutes or less shall be rounded down, and periods of time of eight (8) minutes or more shall be rounded up.

3. Compensatory Time

Compensatory time off, hereinafter referred to as "CTO", may be awarded in lieu of overtime pay in every category of overtime described in this order, except as provided.

- B. Rules Governing Overtime

1. Supervisory Authority

A supervisory officer shall have the authority to exercise control over a subordinate's work hours for the purpose of assuring adequate staffing to meet Department needs. A supervisor may award CTO instead of paid overtime, provided that the supervisor shall notify the subordinate in advance and comply with the Fair Labor Standards Act.

2. Accumulation of CTO

No officer may accumulate more than **100 hours** of CTO. All time accumulated above 100 hours shall be compensated for by pay each pay period during the year. At the first pay period that begins in June, all CTO above 40 hours will be paid at the current rate of pay. Should the employee elect to retain a lesser amount of CTO carryover hours, he/she may do so by notifying the Finance Director.

- C. Compensation Schedule

1. Time and One-Half Compensation

Officers shall be paid time and one-half their regular rate of pay for hours worked in excess of the regularly scheduled work shift as set forth herein.

- a. Call-Out (Minimum: 2 hours)

A call-out occurs when officers are called to work by a supervisor, provided that the time worked does not immediately precede or follow a regularly scheduled shift.

b. Court Appearance

Officers required to make the following appearances pursuant to a subpoena shall be compensated for a minimum of three (3) hours plus actual total additional time in excess of three (3) hours while in court and/or traveling. (For example, 1 hour of court appearance and 1 hour of travel, results in 3 hours of compensation. Three hours of court appearance and two hours of travel, results in five (5) hours of compensation.)

This applies to officers who are required to make an appearance in court in answer to a subpoena involving a criminal case, or to an administrative hearing involving the City of Glendora, where the employee is subpoenaed by the City or ordered by the City to attend. This "court appearance" provision shall also apply to employees subpoenaed to an administrative hearing by a City employee, but only in those instances where, in the sole discretion of the Chief of Police, there does not reasonably appear to be an abuse of process by the employee which reasonably appears to be related to creating inconvenience, overtime or other expenses to the Department, unrelated to necessities for production of evidence at the hearing. It is the responsibility of each officer to inform his supervisor of the actual time involved. It is not necessary for off-duty officers to start from the police facility or to return to it immediately upon leaving court.

c. Parade/Civic Event Duty (Minimum: 2 hours)

This section applies to officers who are assigned to crowd or traffic control at parades or City sponsored events in the City of Glendora, regardless of whether such duty immediately precedes or follows a regularly assigned shift.

d. Extended Shift and Shift Shortage (Minimum: 1 hour)

Officers who are assigned to work either immediately before or after their regularly assigned shift are considered to have worked an extended shift.

e. Academy Instruction and Presentations (Minimum: 2 hours)

Off duty officers who teach a class at a Department-sponsored academy or who make crime prevention speeches or other public presentations shall be compensated at time and one-half.

f. Range Attendance (Minimum: 2 hours)

Officers are required to attend the range and shall attend during on-duty hours whenever possible. Officers may attend the range off-duty with prior supervisor approval. Officers who attend the range during their off-duty time with prior supervisor approval will receive overtime compensation.

g. Special Duty (Minimum: 3 hours)

Special Duty is when the City of Glendora, an organization or individual contracts and pays for police services such as sporting events, dances, special events, movie or television production, etc.

Special duty may not be taken as CTO. Special duty will be filled on a voluntary basis whenever possible; however, a supervisor shall have the authority to assign Officers as necessary to provide coverage.

h. Inspections (Minimum: 2 hours)

i. Field Training Officers Late Reports with Trainees (No minimum)

Field Training Officers who must remain with their trainees at the end of a regularly assigned shift as a result of an incident requiring a report or booking will be paid time as provided in 8-A-2.

j. Station Meetings, FTO Meetings (Minimum: 2 hours)

k. Training and Travel (No Minimum)

Officers assigned to training will attend and travel on-duty whenever possible by administratively adjusting their regular work shift(s) accordingly. Officers will not be required to use leave time to attend or travel to training assigned by the department.

Officers assigned to training off-duty will receive hour for hour overtime for time actually spent in training. If the training is off-site and outside of the Glendora City limits, Officers will receive one hour minimum travel time and hour for hour thereafter for additional time spent traveling to and from training, if the officer's work hours cannot be adjusted to cover travel to and from training.

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

l. Late Reports (No minimum)

Supervisors shall estimate the amount of time necessary for a skilled officer to complete a late report or booking, which occur at or near the end of the officer's assigned shift, and approve overtime for these duties on that basis. Barring unforeseen circumstances, an officer will only be compensated for this estimated time.

m. Background Investigations and Administrative Projects (No minimum)

Officers who are assigned to conduct background investigations or to complete other administrative projects.

n. **Extradition**

If extradition is conducted during the normal workweek, the Officer's hours will be adjusted whenever possible. If extradition duties are conducted off-duty, compensation will be hour for hour worked to a maximum of 12 hours per 24 hour day.

2. **On-Call Compensation**

See **Attachment A** for memorandum of clarification from Captain Pihlak, dated June 19, 1997.) **All CTO referred to in this memo will be at straight time.**

- a. Officers who have been subpoenaed into court on an "on-call" status shall receive two hours CTO for all time spent on-call prior to 12:30 p.m., and two hours CTO for all time spent on call after 12:30 p.m. Officers who are working any portion of the morning or afternoon when they are on-call shall not be eligible for on-call compensation.
- b. Officers who are designated as the investigator on-call for a week shall receive four hours pay for being on call each Saturday, Sunday, or holiday.

D. **Days/Hours**

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

ARTICLE 9 – WAGES

- A. Effective January 7, 2013, base salaries shall be increased by 1%.
- B. Effective concurrent with Council adoption of this 2011-2014 MOU, any unit member hired after the date of adoption of this MOU shall be eligible for salary step 2 (i.e., B) upon completion of twelve (12) months of employment and for continued satisfactory and efficient service and continued improvement in the effective performance of the duties of the position. All remaining personnel rule conditions precedent to advancement to salary step 2 (i.e., B) shall remain unchanged.

ARTICLE 10 - FLEXIBLE BENEFIT PLAN

The City will maintain its contract with PERS to provide coverage for Full-time Sworn Police Officers under the Public Employees' Medical and Hospital Care Act, including Section 22821. Section 22821 allows continuation of medical plan availability for survivors of an employee at the survivor's expense. City will not contribute to any premium under Section 22821. Annuitants may participate at their cost subject to PERS regulations. Beginning the first pay period in January of the year shown below, Police Officers will receive the below listed monthly amount to be applied to a flexible benefit plan as follows:

January 2011 \$930.00

- A. Additionally, the following City-funded amounts shall be made available on the designated dates for allocation by employees to purchase health, vision and/or dental coverage. *The amounts are:*
1. January 2012 – \$ 980/monthly
 2. January 2013 – \$1,030/monthly
 3. January 2014 – \$1,080/monthly
- B. However, any and all amounts in excess of \$780 monthly shall not be convertible to cash, Effective January 2012 the maximum amount that is eligible for conversion to cash shall be \$830 monthly. Effective January 2013 the maximum amount that is eligible for conversion to cash shall be \$880 monthly. Effective January 2014 the maximum amount that is eligible for conversion to cash shall be \$930 monthly
- C. Pursuant to Government Code Section 22825 of the Public Employees' Medical and Hospital Care Act (PEMHCA), commencing January 2011, the first \$108.00 of this amount will be designated as the employer's contribution towards the PERS Health Care Plan. Per section 22892 of PEMHCA, commencing January 1, 2009, the employer contribution shall be adjusted annually by the PERS board to reflect any change in the medical component of the Consumer Price Index and shall be rounded to the nearest dollar. For Calendar Year 2012, the employer contribution amount will be \$112.00.
- D. The employee will designate how the flexible benefit amount will be allocated for health, vision, dental coverage, cash (which is taxable), deferred compensation (Medicare taxable) or additional life insurance.
1. **Required Coverage:**
 - (a) Police Officers are required to carry one of the City's designated medical plans unless waived with proof of other comparable insurance coverage. Unless otherwise required by PERS or a ruling or regulation of the I.R.S., employees with proof of comparable health insurance coverage may receive the entire flexible benefit amount, including the designated "employer contribution," as a direct payment subject to state and federal taxable deductions.

- (b) It is mandatory for Police Officers to enroll in the City's designated dental plan, unless waived with proof of other comparable insurance coverage, with dependent coverage applied to the Flexible Benefit Plan or at employee's cost.

2. Elective Coverage:

- (a) Purchase additional life insurance to a maximum of \$500,000 or 5 times annual salary whichever is less subject to the terms and conditions of the insurance policy.
- (b) Employees may participate, up to the maximum amount allowed by law, in a deferred compensation plan available through the California Public Employees' Retirement System. (Participation is not limited to Flexible Benefit Funds.)
- (c) Receive cash payment, subject to the limitations described above.
- (d) Employees may enroll in the City's designated vision plan (currently VSP) for themselves and eligible dependents.

ARTICLE 11 – RETIREMENT

All provisions herein are subject to subsections G, H, I and J below.

A. Retirement Formula

- 1. The City of Glendora is a contracting agency of the State Public Employees Retirement System (PERS). Full-time Police Officers, unless otherwise exempted, become members immediately upon appointment.
- 2. The City amended its contract with PERS, to become effective the first pay period beginning in July 2004, to contract for the 3% at age 50 safety retirement formula, and to also amend the PERS Contract to add Section 21024, "Military Service Credit as Public Service. Note: Employee opting under Section 21024 is to be responsible for payment to PERS for any employee "catch up" contributions owed to PERS.

B. Unused Sick Leave Credit

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

C. Single Highest Year

The City shall contract with PERS to provide the "single highest year retirement compensation formula" (Retirement law Section 20042).

D. 1959 Survivor Benefit Program

The City shall contract with the Public Employees Retirement System to provide 1959 survivor benefit coverage to the fourth level of coverage. The cost is paid by Police Officers to a maximum of \$5 per month.

E. Retiree Health Insurance

In recognition of increased medical insurance costs for retirees, a supplemental reimbursement payment will be paid to Officers who retire from their employment with the City of Glendora after September 16, 1996, by taking a regular service retirement provided the officer has a minimum of 20 years of service as a California Peace Officer with a minimum of ten years service as a Glendora Police Officer under the following terms and conditions.

The supplemental reimbursement payment will be for medical insurance premium costs incurred for the retiree, reimbursed quarterly upon submittal by November 15th of each year of proof of retiree incurred medical insurance coverage and costs of coverage, to age 65. The City supplemental reimbursement will only be allowed for actual out-of-pocket medical insurance premium expenses incurred by the covered retiree up to \$200 with proof of payment. For eligible retirees currently, or in the future, enrolled in one of the CalPERS authorized health plans and reported monthly to the City as enrolled, the City will waive the requirement for proof of coverage and automatically reimburse the retiree on a quarterly basis. The quarterly payments shall be subject to withholding tax and other deductions required by law. If the State and/or Federal governments enact legislation to require the employer to pay toward retiree's medical insurance an amount equal to or greater than the above supplemental payment, this payment shall cease. If such legislation requires the employer to pay a lesser amount, the supplemental payment shall be reduced by that amount.

Previous supplemental health insurance payments benefiting past retirees will not change (i.e., Officers retiring from September 16, 1996, through August 31, 2002, will receive \$120 per month; Officers retiring after August 31, 2002, through December 30, 2003, will receive \$150 per month, all subject to the provisions above).

F. The City will contract with PERS to include Sections 21266 and 21373 allowing surviving spouses to continue to receive benefits after remarriage.

G. If the 2012 PMA meet and confer process results in a City Council determination (either by MOU adoption or unilateral implementation) to modify the CalPERS contract to provide a reduced retirement formula for sworn PMA personnel hired on and after the effective date of such a CalPERS contract amendment, including method of computing final compensation, the PERS contract amendment resulting from resolution of the PMA meet and confer process shall, without reopener or further engaging of the POA meet and confer process, be deemed equally applicable to newly hired POA unit members.

- H. Employee Paid PERS member contribution – Effective concurrent with Council Resolution of the meet and confer process, all unit members shall individually fund 3% of compensation as and for normal member contributions to CalPERS. Effective the first payroll period commencing on or after July 1, 2012 and the first payroll period commencing on or after July 1, 2013, additional 3% employee-funded member contributions shall be made, resulting in each effected employee funding 100% of the normal member contribution (9%) as of July 1, 2013.
- I. Unit members who have commenced the hiring process after City Council adoption of the MOU, and who are subsequently hired, shall upon hire, individually fund 100% of the employee retirement contribution of 9%.
- J. All employee funding of employee retirement contributions shall be pursuant to Government Code section 20691.

ARTICLE 12 - LIFE INSURANCE

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

ARTICLE 13 - HOLIDAYS

There shall be ten (10) paid holidays for full-time employees covered by this Agreement. These holidays shall be:

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

When a holiday falls on Saturday, the preceding Friday shall be observed, and when a holiday falls on a Sunday, the following Monday shall be observed for eligible employees such as non-patrol personnel.

Effective upon implementation of this MOU, two additional holidays shall be added, Christmas Eve day and New Year's Eve day.

In lieu of such holidays, effective upon implementation of this MOU individuals assigned to patrol shall receive 3.69 hours "holiday pay" per pay period.

ARTICLE 14 - VACATION LEAVE

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

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

ARTICLE 15 - VACATION LEAVE ACCUMULATION

Officers will stop accruing vacation leave if they have more than 120 working hours of vacation leave at the time of the first pay period that ends in January of each year. Only under special situations may more than 120 hours be carried over to the next calendar year and then only with the consent of the City Manager and the Chief of Police. If an employee has more than 120 hours of vacation leave at the end of the calendar year, the employee shall cease accruing vacation leave until the employee no longer has hours in excess of 120. If the City Manager and the department head agree to carry over hours in excess of 120 hours, this will not affect the employee's ability to accrue additional hours as vacation leave.

ARTICLE 16 - SICK LEAVE ACCRUAL

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

ARTICLE 17 - PERSONAL EMERGENCY LEAVE & FAMILY ILLNESS LEAVE

Part A: (Personal Emergency Leave) Officers who have at least one hundred forty-four (144) accumulated hours of sick leave on record may, with department head approval, use up to forty (40) hours of sick leave as "Personal Emergency Leave" per 12 month period commencing the last pay period in the month of December. Personal emergency leave may include such situations as lawyers and doctors appointments, drivers license renewal, home repair appointments, domestic situations not involving family illness requiring personal immediate attention, and business appointments which normally cannot be done at other non-work times. It is not intended to be used to extend vacation time.

Part B: (Family Illness Leave) Subject to the provisions of this MOU, the City Personnel Rules, and Section 233 of the California Labor Code, employees may use up to 48 hours of earned sick leave annually to attend to the illness of a child, parent, or spouse of the employee.

ARTICLE 18 - BEREAVEMENT LEAVE

If there is a death in the immediate family, including grandparents of the employee or spouse, as defined under Section 10.8 of the Personnel Rules, a full-time officer (including Probationary employees) shall be allowed leave of absence to attend to family needs for up to 40 hours with full pay.

ARTICLE 19 - TEMPORARY ASSIGNMENT COMPENSATION

As provided under Section 4.16 of the City's Personnel Rules, an officer working in a higher assignment or rank for a period exceeding thirty (30) consecutive calendar days shall receive additional temporary compensation when assigned, of \$260 per month. If the employee works in the temporary assignment for less than a month, after having completed the thirty (30) consecutive calendar day period, the \$260 shall be prorated. Any break in consecutive days of temporary assignment, shall cause the 30-day waiting period to recommence. Temporary assignment compensation shall be distributed in the payroll period during which time the temporary assignment occurred. The thirty (30) calendar day waiting period shall not be compensated for.

ARTICLE 20 - SPECIAL ASSIGNMENT PAY

Officers regularly assigned to the Community Impact Team, Investigations Division, L.A. IMPACT, or School Resource Officer (when assigned on a 5/8 schedule) shall receive additional salary compensation of \$300 per month. Officers assigned to positions for a limited training period or as a temporary light-duty assignment shall not receive Special Assignment Pay.

ARTICLE 21 - EDUCATION AND POST CERTIFICATE PAY

- A. **Education:** Officers who possess an **AA or AS degree** or have Junior standing at a four year college or university with at least 20 semester units completed towards Junior standing, will receive \$150 additional compensation to their base monthly salary after successfully passing the probationary period for Police Officer with the City of Glendora;
or

Officers who possess a BA or BS degree will receive \$300 additional compensation to their base monthly salary after successfully passing the probationary period for Police Officer with the City of Glendora.

Refer to Attachment B for clarification (memo from Police Chief Paul Butler dated October 16, 2002)

- B. **P.O.S.T Certificates:** Officers who have qualified and applied for a P.O.S.T. Intermediate Certificate will receive \$150 per month additional compensation to their base salary (see **Attachment C**, side-letter dated 4-1-2000);
or

Officers who have qualified and applied for a P.O.S.T. Advanced Certificate will receive \$300 per month additional compensation to their base salary.

In any case where POST rejects the certificate application, the employee shall reimburse the City for all certificate-related amounts previously paid, in the same monthly amount as were the certificate benefits. (For example, rejection by POST of an intermediate certificate application, would result in \$150 per month being automatically deducted from the employee's compensation. The \$150 would be deducted in the same amount as were the initial payments. It remains the individual employee's responsibility to remedy/challenge a POST determination rejecting issuance of a certificate. If and when such rejection is reversed by POST, then the City shall reimburse the employee for certificate-amounts that have been withheld. Said reimbursement shall be made in one lump sum. However, the parties agree that there shall be no retroactive recalculation of overtime payments that would have been affected had the employee at all times been receiving the certificate payments. However, where certificate payments have been made and overtime calculated upon said amounts, with POST thereafter rejecting issuance of the certificate, the employee shall not be required to reimburse the City for overtime amounts impacted solely by certificate pay.)

- C. Effective the first payroll period beginning on or after July 2012, all of the POST Certification and Education premiums shall be increased by \$50.00 per month. These amounts are not cumulative.
- D. Combined Maximum: A maximum of \$450 per month will be paid for any combination of education and P.O.S.T. certificates.

Effective the first payroll period beginning on or after July 2012, the combined maximum education and POST certificate amount shall be \$550.00 per month.

ARTICLE 22 - CORPORAL PROGRAM

- A. The Department will maintain a Corporal classification with a minimum of six Corporals. Officers working in other assignments may be allowed to retain those positions at the new rank. The Corporal classification will be a semi-supervisory position whose duties will include Field Training Officer and Field Supervisor. A Corporal may only be used in a Watch Commander role during Team Building Workshops, Supervisor/Management Training or Emergency Circumstances, and when so assigned, there will be adequate patrol staffing to cover minimum staffing.
- B. Minimum qualifications for Corporal will be four (4) years of continuous full-time service as a Police Officer with the Glendora Police Department and possession of an Associate or higher degree (no degree requirement until July 1, 2005).
- C. Promotional examination for the Corporal position will include a written examination, staff evaluation and oral interview.
- D. Corporals will wear stripes or insignia as determined by the Chief of Police.
- E. Officers appointed to the Corporal position in patrol will receive \$300 additional compensation to their base monthly salary. Corporals assigned to other assignments will not receive Special Assignment pay. Because training is an integral part of the Corporal's responsibility, Corporals are not eligible for Field Training Officer pay.

ARTICLE 23 - SENIOR OFFICER PROGRAM

- A. A seniority sign-up list will be maintained by the Department and will remain the same with new Officers added according to the date they become employed as Police Officers with the City of Glendora determining their position on the roster.
- B. Effective July 1, 2006 the Senior Officer recognition program will be discontinued. Officers holding Senior Officer status at that time may continue wearing the designated additional stripes or star designations.

ARTICLE 24 - FIELD TRAINING OFFICER

- A. Definition

A Field Training Officer is an officer who is qualified to, and has, one or more trainees regularly assigned to him for training and actually provides formal training to the trainee(s) during a 28 day work period. "Regularly assigned" does not refer to the casual or temporary assignment of a trainee on a ride-along basis.

- B. Compensation

Officer personnel who are Field Training Officers and are regularly assigned a trainee shall receive additional compensation of \$140 per 14 day period or portion thereof. The compensation will not be prorated. The Field Training Officer can receive overtime compensation for any time spent with the trainee as authorized in this M.O.U.

ARTICLE 25 - MOTOR OFFICER

Officers assigned to motorcycle duty will be paid performance pay of \$200 per 28 day work period. This performance pay is compensation for the extra work hours required to maintain and clean the City-owned motorcycle during off-duty hours

ARTICLE 26 - UNIFORMS

- A. The City will pay Police Officers covered under this Memorandum of Understanding an annual uniform allowance check in the first pay period in December of each year, provided each employee purchases and maintains the uniform and safety equipment designated by the Chief of Police and which is currently listed in Police Department Order 6.100.16(C). New employees shall be provided uniforms and equipment as designated in Police Department Order No. 6.100.16(C) and will not be eligible to receive a uniform allowance check until the second year of employment. Safety equipment damaged in the line of duty will be repaired or replaced at city expense with the approval of the Chief of Police or his/her designee.

- B. The amount of the annual allowance, which includes the employees' nine percent (9%) contribution to PERS, shall be \$825. Department Order 6.100.16(C) will be modified to specify a Training/Utility uniform to be maintained by Police Officers. The first issue of this uniform will be purchased by the City. Future purchases and maintenance will be the responsibility of each officer.
1. Effective December 2012, the annual uniform allowance shall be increased to \$875.
 2. Effective December 2013, the annual uniform allowance shall be increased to \$950.

ARTICLE 27 - COMPENSATION FOR VEHICLE USE

Employees who are required to use their personal vehicle on City business will be reimbursed at the current IRS rate per mile.

ARTICLE 28 - TUITION REIMBURSEMENT

- A. All permanent Police Officers of the City shall be eligible for the tuition reimbursement program for courses of study or training taken at an Accredited College or University, directly related to the job or for preparing for future promotions within the City, subject to the limitations and provisions as described below: (Nonetheless, in the event of provision of tuition reimbursement on a City-wide basis resulting in the necessity of either a General Fund deficit or in the transfer into the General Fund of revenues from other sources, the tuition reimbursement provision shall be suspended until a deficit no longer exists, and any external funding source has been reimbursed for its transfer into the General Fund. However, in any instance where pre-course enrollment authorization to participate in the tuition reimbursement program was provided, a subsequent General Fund deficit as described herein, shall not impact eligibility of such an employee to receive the tuition reimbursement benefits set forth in this Article, but only for the particular unit(s) for which authorized enrollment was granted prior to incurring of the budgetary shortfall.)
- B. All course work must be personally attended by the Police Officer at a California Community College or a non-profit California Institution of Higher Learning. With the approval of the Department Head and the City Manager, on-line courses of instruction offered by a California Community College or California State College or University may be substituted in lieu of personal attendance in a classroom.
- C. Each eligible Officer shall obtain approval from his department head and City Manager for his/her course of study a minimum of two weeks prior to enrollment. Approval must be obtained for place of education, course of study, time of completion and a total estimated cost to the City for the course or courses anticipated. Re-approval must be obtained for each change in course or place of education. Maximum costs for tuition and books taken each year under this program shall be reimbursed for actual out-of-pocket costs incurred, based on the current cost of one academic year's undergraduate tuition (or portion thereof), at Cal Poly Pomona. The City, for the purposes of maximum reimbursement to employees, will view the academic year as September through August and will reimburse

tuition at an amount not to exceed the cost of an academic year for 6.1 or more undergraduate units taken at Cal Poly Pomona, as shown on the State University Fee Schedule.

1. Effective upon implementation of this 2011-2014 MOU reimbursement shall be limited to tuition costs only. There shall be no reimbursement for books and/or fees. This limitation shall not apply to reimbursement for classes that were approved prior to implementation of this MOU.
- D. Tuition reimbursement eligibility shall apply only to expenditures at State of California accredited community colleges and universities, or at State of California accredited private not for profit institutions. On-line or other home-study courses and institutions shall not be eligible for reimbursement unless they are from California colleges and universities.
- E. The employee shall be reimbursed by the City, upon successful course completion and, upon submittal of verified receipts of pre-payment by the employee of all costs related to the program. Such costs shall include tuition, books and other educational material as may be reasonably required with the proviso that any monies received from the subsequent sale of text books or materials previously paid for by the City, shall be returned to the City, or the employee shall provide proof by written declaration that the books and materials will be retained by the employee.
- F. In order to receive reimbursement from the City for the course of study, the employee must complete the course with a minimum "C" or passing "credit" for classes without letter grades for each class taken within the time set forth, except for reasons of death, disability, involuntary service in the Armed Forces, or involuntary termination of employment.
- G. If the employee voluntarily terminates his/her employment with the City within one year after completion of his/her course of study, the employee shall be required to repay to the City all sums expended in his/her behalf for the educational program during the one year prior to his/her termination, except that he/she will receive credit on the basis of one-twelfth (1/12) of the cost each month that he/she worked after completion of the course.

ARTICLE 29 - JURY DUTY

When required to serve on jury duty, an officer shall be assigned to a day shift or day watch and shall receive regular compensation pursuant to Section 10.7 of the City Personnel Rules, provided the officer has applied for a jury duty exemption on his/her Jury Duty Summons.

ARTICLE 30 - DUES DEDUCTION

Upon written authorization by each Member, the City shall, on behalf of the Glendora Police Officers Association, deduct monthly association dues from the Members' salary.

ARTICLE 31 - IRS SECTION 125 and 129

City will add, with eligibility starting January 2000, the POA to the current City provided IRS Section 125 and Section 129 plans to allow employees within this group the option to set aside pretax salary for excess premium costs for health and dental insurance and other eligible costs, with the understanding that any service or administration fees for a third party administrator will be employee costs and with the added condition that the Finance Department can accommodate implementation without additional administrative burden. The City retains the right to structure the plan and select the third party administrator as necessary.

ARTICLE 32 - SPECIAL ENFORCEMENT TEAM

Officers and Corporals assigned to the Special Enforcement Team (S.E.T.) are required to maintain top physical condition. Personnel so assigned shall be required to pass the Los Angeles County Sheriff's Special Enforcement Bureau Physical qualification course annually during the months of September, October or November. Officers not passing the test on the first attempt will be permitted two additional testings which must be completed prior to November 15th of the test year. Officers and Corporals receiving a passing time as determined by the L.A. County Sheriff's Department standard shall receive \$300 to be paid in December.

ARTICLE 33 - CANINE HANDLER

Officers assigned to canine handler duty will be paid performance pay of \$260 per 28 day work period. This performance pay is compensation for the extra work hours required to maintain the City owned canine at the officer's residence, including but not limited to: grooming, feeding, transportation and clean-up.

ARTICLE 34 - INCIDENT BASED DRUG TESTING

POA and Police Administration have commenced the meet and confer process for the purpose of adopting an incident based drug and alcohol testing policy. (Note: Random drug testing is not proposed.) The parties agree to reopen the meet and confer process solely as regards adoption of an incident-based drug testing policy. The parties agree to reasonably expedite this process.

ARTICLE 35 - MEAL RECEIPTS

- A. Travel and meal reimbursement shall be in the amount allowed by and subject to the conditions of City of Glendora Administrative Policy No. 3.08. No meal receipts shall be required unless required by a third party funding agency or exceed the Per Diem amount allowed by City policy. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.
- B. Commuter lunch for training purposes shall be that amount which is reimbursed by POST. For POST or other authorized related off-site training, which requires an overnight stay, per diem meal reimbursement shall not exceed \$45 per day calculated in the amounts of \$9 breakfast, \$11 lunch, and \$25 dinner. No meal receipts are required for

per diem meals. Any meals provided by the hotel or training conference, not including continental breakfast, which are included in the registration or hotel fee, will be deducted from the per diem. If meal reimbursement is deemed taxable income, the employee shall pay the tax, if any.

ARTICLE 36 - MEDICARE

New employees must participate in Medicare with the appropriate amount deducted from wages.

ARTICLE 37 - RESIDENCY REQUIREMENT

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

ARTICLE 38 - FAMILY AND MEDICAL LEAVE ACT

- A. Police Officers shall be eligible for family and medical leave to the extent mandated by Federal and State Law and may use Personal Emergency Leave in such situations as provided under Article 17. (See City of Glendora Administrative Policy No. 6.11).
1. Effective concurrent with Council adoption of this 2011-2014 MOU, City Administrative Policy 6.11 FMLA shall be modified to reflect that when an employee is eligible for and requests FMLA leave, or when the City acquires knowledge that an employee's leave is for an FMLA qualifying reason, the City shall require the employee to use paid accrued leave concurrently with FMLA qualifying leave. However, the City shall not require employees to use sick leave when leave is taken for an ill family member. FMLA will not commence during the period of time an employee is on 4850 medical leave.

ARTICLE 39 - DEFERRED COMPENSATION

Police Officers may participate in the PERS deferred compensation plan up to the maximum amount allowed by law.

ARTICLE 40 - PREGNANCY LEAVE

City shall administer employee pregnancy leaves in accordance with **Attachment D**.

ARTICLE 41 - BILINGUAL COMPENSATION

- A. Each affected employee demonstrating conversational fluency in a City selected competency examination, shall be provided a \$50.00 per month bilingual payment.
- B. Eligibility for such payment shall be confined to Spanish or to other languages as determined in the sole judgment of the City Manager.

ARTICLE 42 - MANAGEMENT AUTHORITY

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

ARTICLE 43 - SAVINGS CLAUSE

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

ARTICLE 44 - PERSONNEL RULE 9.0 PRE-DISCIPLINE, DISCIPLINE AND APPEALS PROCEDURE

- A. Effective concurrent with Council adoption of this 2011-2014 MOU, City of Glendora Personnel Rules for Sworn Police Officers Rule 9.0, subsection 9.7.5 shall be modified to read as follows:

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

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

ARTICLE 45 - REOPENER

- A. During the term of this 2011-2014 MOU, effective concurrent with the annual CalPERS notification of the City of Glendora's employer contribution rates for the ensuing fiscal year(s), if such notice is indicative of a 7% or greater increase in employer contribution rate over the 2011-2012 rate (25.821%), there shall be an immediate reopener as to any and all matters within the scope of representation. This reopener provision expires at the termination of the 2011-2014 MOU; AND IN ADDITION:

B. During the term of this 2011-2014 MOU, if there is a 5% or greater total combined reduction in the City's receipts of its share of sales and use tax and current secured property tax revenue as compared to the same 6 month period in the preceding year, or if the 5% or greater reduction is evidenced by virtue of the State limiting the manner in which the City can utilize its sales and use tax and/or current secured property tax revenues, there shall be an immediate reopener as to any and all matters within the scope of representation.

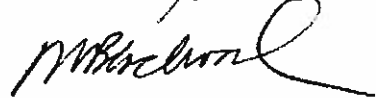
The parties hereto have caused this Memorandum of Understanding to be executed this 4th day of October, 2011.

CITY OF GLENDORA

Dated: 10/4/11

By 
Chris Jeffers, City Manager

Dated: 9/28/11

By: 
Robert A. Blackwood
Interim Human Resources Director

GLENDORA POLICE OFFICERS
ASSOCIATION

Dated: 9-28-11

By 
Nancy Miranda, POA President

City of Glendora
Inter-Office Memorandum

To: All Supervisors June 19, 1997
From: Captain Leonard J. Pihlak
Subject: ADDITIONAL Clarification of POA MOU: Court On-Call

There has been some differences in the interpretation of the POA MOU Article 8, C (2) (e) relating to compensation for on-call subpoenas. In particular the wording about "Officers who are working any part of the morning or afternoon are not eligible for on-call compensation." While the language can be interpreted differently, the intent was to prohibit abuse of the on-call system. For the purpose of this section of the MOU only, attending court on a day off and receiving overtime does not constitute "working", unless this would result in double compensation (see examples 5 and 6).

Example 1

Officer Smith is on regular days off. He has a show-up subpoena for 1:30 p.m. and an on-call subpoena for 8:30 a.m. on different cases. He is on-call in the morning, calls at 11:30 a.m. and told the on-call case has not been called and that he is still on-call. He appears at court for the show-up case, spends 30 minutes in court and goes home. When he arrives home there is a message on his answer machine that tells him he is off call as of 1:30 p.m. on the first case.

Officer Smith is entitled to four (4) hours CTE for being on-call in the morning and afternoon and two (2) hours court appearance (one hour minimum plus one hour travel).

Example 2

Officer Jones has an on-call subpoena. Officer Jones works day watch (0510-1730) but takes off at noon on vacation. The case is not called until 4:00 p.m. and Officer Jones is notified that he is no longer on-call.

Officer Jones is not entitled to any on-call compensation because he "worked" that day.

Example 3

Officer Brown is on a regular day off and has an on-call subpoena. He has a trade arranged to work for Officer Smith. He works day watch (0510-1730) for Officer Smith.

Officer Brown is not entitled to any compensation because he worked that day.

Example 4

Officer Johnson is assigned to traffic and works a 4/10. She works from 0700-1500. She has an on-call subpoena for a day that she is working. Prior to EOW, she checks and is told that she is still on call for the case. She goes home and calls at 5:00 p.m. and the case has been continued to future date.

Officer Johnson is not entitled to any compensation because she worked that day.

June 19, 1997

Memo: ADDITIONAL Clarification of POA MOU: Court On-Call

Example 5

Officer Apple is on a day off and has a show-up subpoena for 8:30 a.m. for case one as well as an on-call subpoena in a different court for case two. Officer Apple spends the day in court on case one. He appears at 8:30 a.m., breaks for lunch at noon with instructions to return at 1:30 p.m. He is in court at 1:30 p.m. and stays there until 5:00 p.m. Case two is trailed until the next day.

Officer Apple is entitled to seven hours overtime for time spent in court minus the lunch break, plus one hour travel for a total of eight hours. He is not entitled to any on-call compensation for case two.

Example 6

Officer Blue is on a day off. He has on-call subpoenas for two different cases. At 9:30 a.m. he is called to court on case one. He arrives at 10:00 a.m., breaks for lunch at noon with instructions to return at 1:30 p.m. He returns at 1:30 p.m. and leaves court at 4:00 p.m. When he gets home there is a message on his answer machine indicating that he was taken off call for case two at 4:15 p.m.

Officer Blue is entitled to two hours CTE for on-call in the morning. He is also paid overtime for his actual time spent in court, minus lunch break, of 4 ½ hours plus one hour travel for a total of 5 ½ hours. He is not entitled to on-call compensation in the afternoon as he was being paid travel time until 4:30 p.m. Further, the arrangement with our courts is generally that officers on-call must respond within an hour and the most restrictive is within 30 minutes. No one should reasonably expect that they will be subject to a court appearance after 4:30 p.m. Anyone being paid court overtime and travel time until 4:00 p.m. will not receive on-call for the "afternoon" if the afternoon consists of the time after 4:00 p.m.

Example 7

Officer Orange is on-call for a case with a subpoena for 8:30 a.m. He is on a day off but worked the night before. He sleeps until 6:00 p.m. He checks his answer machine and there are no messages. His pager was on but received no pages. Officer Orange believes he is still on-call for the case. The next afternoon, Officer Orange calls the witness coordinator in the afternoon and is told the case was continued yesterday to a future date and new subpoenas will be issued.

Officer Orange is entitled to four (4) hours CTE for on-call on the first day of the subpoena. He did not call the witness coordinator by 4:30 p.m. on the day of the subpoena as required by Department Order 5.05 and is not entitled to any on-call compensation for the second day.

This memo was reviewed and approved by Chief Paul Butler
(Copy of signed memo on file in the Human Resources office).

GLENDORA POLICE DEPARTMENT

To: GLENDORA POLICE OFFICER'S ASSOCIATION
From: Paul W. Butler, Chief of Police
Date: October 16, 2002
Subject: EDUCATION REQUIREMENT PER M.O.U.

Based on a meeting with representatives from the GPOA this morning, I have drafted this document to reflect the intent of the City at the bargaining table on the issue of education pay. The M.O.U., reads in pertinent part:

Article 21- EDUCATION AND POST CERTIFICATE PAY

Education: Officers who possess an AA or AS degree or have Junior standing in college with at least 20 semester units completed towards junior standing, will receive \$130 additional compensation to their base salary after successfully passing the probationary period for Police Officer with the City of Glendora; or

Officers who possess a BA or BS degree will receive \$260....

The intent of this language was to allow those who had not earned an Associates degree to qualify for "education pay" based on a continuing (or significant pursuit) of a Bachelors Degree. This section was never intended to award education pay for those not pursuing, nor having the equivalent of an Associates degree. For example, a student may attend and earn dozens of units at a Community College without ever achieving an Associates degree, nor having those units accepted when transferring to a four year college.

Cal State Fullerton has provided us with a definition for classification of students; based on semester units: Freshmen- 0 to 29 units; Sophomore- 30 to 59 units; **Junior 60 to 89 units;** Senior 90 to 120 units. It is my belief that this is universal standard for colleges in the Cal State and Cal University systems.

A Community College only has freshmen or sophomores. Thus to be eligible as a Junior, the employee must have enrolled at a college that can award a bachelor's degree. Additionally, the Junior must have 20 units earned over and above the minimum of 60.

**MOU BETWEEN THE GLENDORA POLICE OFFICERS
ASSOCIATION AND THE CITY OF GLENDORA**

SIDE LETTER EFFECTIVE APRIL 1ST, 2000.

This side letter is implemented to address only those employees who have been affected since July 1, 1999.

ARTICLE 22 - Education and P.O.S.T. Certificate Pay

This letter is intended to clarify implementation of the section of the MOU concerning awards of POST Certificates and educational degrees. Specifically troublesome is the interpretation of the wording "possesses".

The Commission on Peace Officer Standards and Training (POST) issues certificates to officers based on various combinations of education, training and years of peace officer experience. The certificate requires that the Chief of Police sign the application, certifying that the applicant peace officer has met requirements for the specific certificate. POST then issues the certificate, upon which is printed the date of the officer's eligibility for the certificate, not the date of issue. Unfortunately, POST is taking 6 to 10 weeks to process any certificate and return it to an officer. An attempt to speed the process by submitting the application up to a month early has been ineffective. Thus, the wording "possesses" has implications that may vary from officer to officer. The purpose of this letter is to resolve this issue and standardize the award for each officer.

The date of eligibility for an Associate or Baccalaureate degree* or a POST certificate will normally be the date placed on the face of the document by a college or POST. Back-pay may be awarded to an officer who has qualified for a certificate/degree who submits a timely request (as explained in the following paragraphs). Premium compensation will be calculated from first day of the next pay period following the date on the face of the certificate/degree.

*In the absence of a Bachelor or Associate degree, a letter from the institution stating that an officer has earned a degree may be substituted when the conferring of the degree is withheld pending a graduation ceremony. Copy of an original letter and postmarked envelope, from the institution must be filed with the Administrative Assistant to the Chief. If a degree is withheld by a college for any other reason, the degree is not considered to be "possessed" by the employee.

RESPONSIBILITY FOR APPLICATION:

It is agreed that the employee has the sole responsibility to apply for any entitled POST certificate and to do so within 30 days of eligibility in order to be awarded any back-pay to the date of eligibility (see preceding paragraph). Should the application date for the certificate be more than 30 calendar days after the date of eligibility, any back-pay award will be adjusted to the first day of the next pay period following the date of application. (See examples 1 and 2)

DUTY TO FILE CERTIFICATE TIMELY:

Failure by the employee to file any received degree (Example 4) or certificate (Example 3) with the Administrative Assistant (formerly "Department Secretary") within 14 calendar days after receiving same will result in the loss of eligibility for back-pay. Any question or dispute regarding timeliness will be resolved by the postmark on the envelope from POST or the educational institution, or a letter from either providing the original date of mailing.

EXAMPLES:

The following illustrates how these issues will be resolved: Examples below are based on an assumption that an officer is eligible for Intermediate Certificate on January 1st.

Example #1. Officer applies for an Intermediate Certificate on or before January 31; certificate is received and filed in a timely manner in March; back-pay is awarded to the first day of the next pay period after January 1.

Example #2. Officer applies for an Intermediate Certificate on February 3rd, certificate received/filed on April 1st. Back-pay is awarded to the first day of the next pay period after February 3rd.

Example #3. Officer applies for POST certificate in as stated in Examples 1 and 2, and is awarded same within a few weeks. Officer fails to file certificate with Administrative Assistant within 14 days and finally files it on June 1st. No back-pay. Incentive pay will begin on first day of the next pay period after June 1st.

Example #4. Officer earns a degree from an educational institution effective January 1, but the conferring of the degree will not be until June 15 (date to be placed on Degree). The institution writes a letter on January 20; the postmark indicates it was mailed on February 14. Officer presents the original letter and envelope for copying to the department by February 28. February 14 will be the date of eligibility. Any back pay award will be to the first day of the next pay period after February 14.

Parties to the MOU have read, understand and agree to this interpretation of Article 22.

This memo was reviewed and signed by Marty Amaro, GPOA President, and Culver Heaton, Personnel Officer/Deputy City Manager.
(Copy of signed memo on file in the Human Resources Officer)

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

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

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

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

Maximum amount of time employee may be off: 28 weeks

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

12 weeks CFRA leave

28 weeks total