

***CITY OF GLENDALE  
AND  
GLENDALE CITY EMPLOYEES'  
ASSOCIATION***

***MEMORANDUM OF UNDERSTANDING***

***JULY 1, 2011 – JUNE 30, 2012***

RESOLUTION NO. 11-167

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING  
AND ADOPTING A ONE YEAR MEMORANDUM  
OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND  
THE GLENDALE CITY EMPLOYEES' ASSOCIATION (GCEA)  
COMMENCING ON JULY 1, 2011 AND TERMINATING AFTER JUNE 30, 2012.**

**WHEREAS**, the City of Glendale (hereinafter referred to as "City") and the Glendale City Employees' Association (hereinafter referred to as "Association") 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, commencing on July 1, 2011 and terminating after June 30, 2012.

**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 "A", 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 16th day of August 2011.

  
\_\_\_\_\_  
City Clerk


  
\_\_\_\_\_  
Mayor

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 16th day of August, 2011, and that the same was adopted by the following vote:

Ayes: Najarian, Quintero, Weaver, Manoukian  
Noes: None  
Absent: Friedman

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
  
\_\_\_\_\_  
CHIEF ASSISTANT CITY ATTORNEY  
DATED 9/10/11

**CITY OF GLENDALE**  
**SUMMARY OF SIGNIFICANT NEGOTIATED LANGUAGE AMENDMENTS**  
**CITY – GCEA MEMORANDUM OF UNDERSTANDING**  
*July 1, 2011 – June 30, 2012*

<b>SUBJECT</b>	<b>ARTICLE &amp; SECTION</b>	<b>PAGE</b>	<b>BRIEF DESCRIPTION OF CHANGES</b>
Term of Memorandum of Understanding	Article Ten, Section VII	116	One year (July 1, 2011–June 30, 2012)
Agreement to Meet Regarding Service Delivery Assessment Policy	Article One, Section VII, D	7	The City and Association agree to meet promptly regarding further discussion relating to modifications to the existing Policy currently known as the Service Delivery Assessment and Competitive Bidding Policy (APM 3-19).
Salary Schedule – July 1, 2011 through June 30, 2012	Article Two, Section V, A	9	In recognition of the severe budgetary crisis facing the City, the salary adjustment for all unit employees for the period of July 1, 2011 through June 30, 2012 shall be zero percent (0%).
Step Advancement in Rate of Compensation	Article Two, Section V, A	10	Effective August 1, 2011, the Merit Step has been converted to a regular Step 9.
Salary Steps	Article Two, Section V, B (9)	11	Effective August 1, 2011, any unit employee who was previously denied advancement to the formerly known “Merit Step” shall be re-evaluated within a minimum of six months following the date of denial of the advancement.
Waste Water Maintenance Section Certification Incentive Program	Article Two, Section X	14	Unit employees in the Public Works Department – Waste Water Maintenance Section who hold a Collection System Maintenance certification issued by the California Water Environment Association (CWEA) shall receive incentive pay for obtaining certification.
Employee PERS Contribution Rate	Article Two, Section XXI, C (1)	25	Employees subject to the 2.5% at 55 retirement formula contribute 8.0% of their salary. Employees subject to the 2.0% at 55 retirement formula contribute 7.0% of their salary.

SUBJECT	ARTICLE & SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
PERS Cost Sharing	Article Two, Section XXI, E (1)	26	Effective August 1, 2011, unit employees agree to contribute 1.50% of their salary per year and each fiscal year thereafter to the employer PERS contribution rate. <i>(This cost-sharing amount is an increase from the previous cost-sharing amount of 0.5% which was implemented as a result of the enhanced retirement formula which took effect on December 1, 2005.)</i>
Employee Contribution to Employer Contribution Rate - Pre-Tax	Article Two, Section XXI, E (4)	27	<p>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.</p> <p>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”.</p>
Medical Insurance - 50/50 Split	Article Four, Section II, A (1)	51	Effective June 1, 2011, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2011 toward the monthly medical insurance premiums. These amounts reflect the City paying 50% of the medical insurance premium increase that was in effect as of May 31, 2011, with the employee picking up the remaining 50% of the increase.
Retiree Health Savings Plan (RHSP)	Article Four, Section III, A (1)	54	<p>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.</p> <p>Retiring unit employees may also participate in PERS Sick Leave Credit program for unused sick leave, as set forth in Govt. Code 20965.</p>

<b>SUBJECT</b>	<b>ARTICLE &amp; SECTION</b>	<b>PAGE</b>	<b>BRIEF DESCRIPTION OF CHANGES</b>
Retired Employees – Medicare	Article Four, Section IV, B (6)	56	Retired unit employees and eligible dependents who reach age 65 must enroll in both Medicare Parts “A” and “B” within the prescribed eligibility period.
Uniforms – Safety Boot Issuance	Article Four, Section VIII, G (2)	67	<p>The City shall provide one pair of work boots meeting all existing safety standards, as defined by either ANSI or ASTM, of the City’s choice. On an annual basis to all unit employees in the specific classifications.</p> <p>The allowable expenditure for safety footwear shall not exceed \$150 inclusive of taxes.</p>
Verdugo Fire Communications Center – Compensatory Time Usage Analysis	Article Six, Section VI, B	99	The City and Association agree to meet as closely as practicable following January 1, 2012 to analyze comp time usage for the first half of the 2011/12 fiscal year. Based upon the information then received, either party has the option of reopening the meet and confer process and making proposals for changes in the terms and conditions of employment related to any and all aspects of comp time usage.

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ARTICLE ONE

**I. PARTIES TO MEMORANDUM OF UNDERSTANDING**

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 City Employees' 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**

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**

**A. GCEA - Recognized Employee Organization**

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

**B. Exclusions**

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, hourly, or represented by the International Brotherhood of Electrical Workers Local 18.

**C. Classifications Recognized**

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

**D. Certification of Representative (GCEA) - Bonafide Under FLSA**

1. The GCEA has been certified as the bonafide representative by the National Labor Relations Board (NLRB) under the Fair Labor Standards Act. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.

2. If, at any time the GCEA is voluntarily or involuntarily decertified as bonafide representative by the NLRB, the GCEA shall be obliged to inform the Director of Human Resources immediately of this fact in writing and those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those divisions affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

**E. Contract Bar to Rival Organization**

1. The recognized representation rights of Glendale City Employees' Association shall not be subject to challenge by another labor organization, unless any such petition challenging that representation is filed less than 120 days but more than 90 days prior to the expiration of this Agreement.

**IV. AGENCY SHOP**

The City and the Association have a mutual agreement regarding the implementation and administration of Agency Shop. The details of this agreement are set forth in Article Nine of this Memorandum of Understanding.

**V. COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY/VALUING DIVERSITY**

The City and the Association are committed to working together to support a work environment characterized by fair treatment and access to equal opportunities for all protected groups under the law.

The City and the Association further agree to support encourage, nurture and value the cultural, ethnic and gender diversity of our City's workforce.

**VI. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**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 Deduction**

The City shall, during the term of this Agreement, deduct monies for membership dues and insurance premiums on a monthly basis from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized

deductions made in accordance with procedures set forth by the City.

**C. Indemnification**

The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or law suits 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.

**D. Payroll Direct Deposit Program**

All unit employees hired on or after October 1, 2003 are required to participate in the City's payroll direct deposit program.

**E. Association Representation Responsibilities**

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees 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.

**F. Association Release Time - Meeting and Conferring**

**1. Time off for meeting and conferring**

- a. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.
- b. 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.
- c. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.
- d. Unless otherwise agreed to by both parties, the negotiating teams for the Association and City shall not exceed six (6) members each.
- e. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned bonus.
- f. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless

both parties agree such notice is impractical.

**G. Release Time - Board of Director Meetings**

1. Subject to limitations set forth in this agreement, each on-duty member of the Association's Board of Directors or their designated alternate with prior notification shall be granted release time from their assigned duties to attend regular or special called Board meetings of the Association unless an emergency staffing need occurs.
2. By January 30 of each calendar year, the Association shall provide to the Director of Human Resources the following:
  - a. A list of names and classifications of all officers and Board Members and their alternatives.
  - b. A list of all dates and times of all planned Board of Director's Meetings for the calendar year.

**H. Release Time - Representation/Business/Recreational Issues**

1. 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 Management with prior notification to a supervisor unless an emergency situation occurs which prevents such prior notification.
2. In these emergency situations the affected employee must notify a supervisor as soon as possible.

**I. 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 City maintains the right of access without notice under emergency conditions as set forth in Article Ten of this 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.

**J. 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 Ten, the notification provision is waived.

**K. Indemnification**

1. In lieu of charging a rental fee, the Association agrees to hold 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 devise 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 City.
2. Association further agrees to reimburse 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.

**L. 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.

**VII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. Management Rights**

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of this Memorandum of Understanding or by law, to manage the City for the citizens of Glendale, as such rights existed prior to the execution of this Memorandum of Understanding. 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 manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To take into consideration the existence of facts which are the basis of the management decision.
3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.
4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

## ARTICLE ONE

5. To determine methods of financing.
6. To determine quality, quantity, and types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.
8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.
9. 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, standby, and overtime, and assignments except as otherwise listed by this agreement.
10. 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.
11. 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.
12. 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.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.
14. To hire, transfer intra- or inter-department, 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.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.

**ARTICLE ONE**

- 18. 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.
- 19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this Agreement.
- 20. 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.
- 21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.
- 22. To take any and all necessary steps and action 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. Authority of Third Party Neutral**

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights which are included in this Agreement.

**C. 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 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.

**D. Agreement to Meet Regarding Service Delivery Assessment Policy**

Upon adoption of this Agreement, the City and Association agree to meet promptly regarding further discussion relating to modifications to the existing policy currently known as the Service Delivery Assessment and Competitive Bidding Policy (APM 3-19).

**VIII. NO STRIKE/JOB ACTION PROVISION**

In addition to the no strike/job action provisions and penalties in the City's Employee Relations Ordinance, the following provisions shall apply.

**A. Prohibited Conduct**

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form of types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

**B. Employee Termination**

Any employee who participates in any conduct prohibited in Section A above shall be considered on unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

**C. Association Responsibilities**

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.
2. If the Association performs all of the responsibilities in good faith set forth in C(1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

**IX. BI-MONTHLY MEETING - CITY-GCEA**

A Department Head and Director Human Resources shall meet bi-monthly with three (3) 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 unit employees for July 1, 2011 through June 30, 2012 are set forth in this Article.

II. **SALARY SCHEDULE – July 1, 2011 through June 30, 2012**

In recognition of the severe budgetary crisis facing the City, the salary adjustment for all unit employees for the period of July 1, 2011 through June 30, 2012 shall be zero percent (0%). *(In the prior fiscal year (2010-2011), unit employees were subject to a base salary reduction in the amount of one and one-half percent (1.5%) as an alternative to an increase in the unit employee cost-sharing to the employer portion of the PERS contribution.)*

III. **SALARIES ROUNDED OFF**

All salaries shall be rounded to the nearest whole dollar.

IV. **DEFERRED COMPENSATION**

A. **457 Deferred Compensation Program**

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

B. **Salary Comparisons**

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**

A. Effective November 2, 2010, three (3) new steps at a lower rate of pay than what was previously known as Step 1 are added to the salary ranges of all unit employees. Therefore, as of November 2, 2010, all salary ranges for unit employees shall contain nine (9) salary steps rather than six (6) for a total of nine (9) salary steps. The salary steps formerly known as Steps 1, 2, 3, 4, 5 and 6 (merit-step) are now known as Steps 4, 5, 6, 7, 8 and 9 respectively.

**Examples Effective November 2, 2010:**

<u>Pre November 2, 2010</u>	<u>Post November 2, 2010</u>
(No Current Step)	Step 1
(No Current Step)	Step 2
(No Current Step)	Step 3
Step 1	Step 4
Step 2	Step 5
Step 3	Step 6
Step 4	Step 7
Step 5	Step 8
Step 6 (merit-step)	Step 9 (merit-step)*

Effective November 2, 2010, existing unit employees shall move to the newly designated salary step as noted above, with no increase in compensation nor any change in the top step of the existing salary range.

\*Effective August 1, 2011, the Merit Step has been converted to a regular Step 9.

**B. Salary Steps Effective November 2, 2010**

1. **Step 1** - shall be entry step for new unit employees in all classifications in this unit.
2. **Step 2** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of six (6) months of service in Step 1 in the same classification.
3. **Step 3** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 2 in the same classification.
4. **Step 4** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 3 in the same classification.
5. **Step 5** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 4 in the same classification. (Employees appointed prior to November 2, 2010, at the former Step 1 (current Step 4) shall advance to the current Step 5 after the completion of six (6) months of service in the former Step 1 or current Step 4 in the same classification.)
6. **Step 6** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 5 in the same classification.
7. **Step 7** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one

(1) year of service in Step 6 in the same classification.

8. **Step 8** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 7 in the same classification.
9. **Step 9 (formerly Merit Step)** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 8 in the same classification.

Effective August 1, 2011, any unit employee who was previously denied advancement to the formerly known "Merit Step" shall be re-evaluated within a minimum of six months following the date of denial of the advancement.

10. **Below Standards Evaluation**- A unit employee who receives an evaluation that is below standards shall not be advanced to the next step until they receive an evaluation that meets or exceeds standards of performance. Unit employees so affected shall be reevaluated within ninety (90) days. Any employee denied a step increase shall be notified in writing of reasons for denial.
11. **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.

**C. 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.

**D. 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.

**E. 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 unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.
2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
3. The employee'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 unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

**F. Base Salary**

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

**G. Extra Pay/Compensation**

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

**VI. ONE-PERSON REFUSE TRUCK ASSIGNMENT**

**A. Assignment**

Unit employees in the classifications of Integrated Waste Truck Operator or qualified designated Integrated Waste Workers in the Integrated Waste Management Division of the Public Works Department who are assigned by management to one-person operation of a refuse collection truck shall receive extra compensation.

**B. Compensation**

1. This extra compensation shall be one hundred and sixty dollars (\$160.00) per month above their base salary.
2. It is not the intention of this provision to permanently replace the Integrated Waste Truck Operators' positions, but instead to pay the one person refuse truck assignment to the Integrated Waste Worker on those occasions when their services in this assignment are needed as qualified by this section.

**C. Limitation**

This extra compensation shall be paid only during those periods or portions thereof when such employees are actually engaged in the one-person operation of a refuse truck.

**VII. PUBLIC WORKS/INTEGRATED WASTE MANAGEMENT DIVISION - COMMERCIAL REFUSE ASSIGNMENT PAY**

**A. Assignment**

Unit employees in the classifications of Integrated Waste Truck Operator, Integrated Waste Worker, or Maintenance Worker in the Integrated Waste Management Division of the Public Works Department, who are assigned by

Management to commercial refuse collection duties and/or the Bin Truck Operator assignment, shall receive extra compensation.

**B. Compensation**

This extra compensation shall be thirty dollars (\$30.00) per month above their base salary.

**C. Limitation**

This extra compensation shall be paid only during those periods or portions thereof when such employees are actually engaged in commercial/refuse collection duties and/or "hustler" driver assignments.

**VIII. PUBLIC WORKS INTEGRATED WASTE TRUCK MECHANICAL MAINTENANCE ASSIGNMENT**

**A. Assignment**

Unit employees in the classifications of Senior Equipment Mechanic, Equipment Mechanic I, Equipment Mechanic II, Equipment Welder, Equipment Mechanic Helper and Equipment Service Worker, who are assigned to the Public Works Mechanical Maintenance Division and perform maintenance on Integrated Waste trucks shall receive extra compensation. The trucks being maintained under this provision include all Integrated Waste packer units (front-loaders, rear loaders, automated side loaders and manual side loaders).

**B. Compensation**

This extra compensation shall be in the amount of eighty-five dollars (\$85.00) per month above their base salary.

**C. Limitation**

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 A above, on a regular basis.

**IX. WATER DIVISION LICENSE INCENTIVE PROGRAM**

**A. Engineering Division Unit Employees**

Unit employees in the Glendale Water & Power Department – Water Division Engineering unit that pass the State of California Department of Health Services Level 3 Distribution (D3) licensing examination shall receive extra pay in the amount of two and one half percent (2.5%) above their base salary.

1. Exceptions to the above are as follows:

a. Water Quality Group employees shall receive three percent (3%)

extra pay for obtaining Level 3 Treatment (T3) and Level 3 Distribution (D3) licensing.

**B. Cost of Licensing Examinations and Renewal Fees**

The City shall pay the costs for the above Water Division unit employees' examination and renewal fees, and provide continuous education opportunities for employees to maintain the "contact hour" requirements.

**X. WASTE WATER MAINTENANCE SECTION CERTIFICATION INCENTIVE PROGRAM**

**A. Waste Water Maintenance Section Unit Employees**

Unit employees in the Public Works Department – Waste Water Maintenance Section who hold a Collection System Maintenance certification issued by the California Water Environment Association (CWEA) shall receive incentive pay for obtaining certification as follows:

1. Five percent (5%) extra pay for obtaining the Collection System Maintenance Level I certificate.
2. Ten percent (10%) extra pay for obtaining the Collection System Maintenance Level II certificate.
3. Thirteen percent (13%) extra pay for obtaining the Collection System Maintenance Level III certificate.
4. Fifteen percent (15%) extra pay for obtaining the Collection System Maintenance Level IV certificate.
5. The above incentive pay is non-cumulative.

**Limitations**

1. All classifications within the Waste Water Maintenance Section will be eligible for certification up to the Collection System Maintenance Level III.
2. The classifications of Sr. Waste Water Maintenance Worker and Waste Water Crew Supervisor will be eligible for certification up to the Collection System Maintenance Level IV.

**B. Cost of Licensing Examinations and Renewal Fees**

The City shall pay the costs for the above Waste Water Maintenance Section unit employees' examination and renewal fees, and provide continuous education opportunities for employees to maintain the "contact hour" requirements.

**XI. SENIOR COMMUNITY SERVICE OFFICER PROGRAM**

**A. Purpose**

The purpose of the Senior Community Service Officer Program is to select and

recognize those non-sworn employees in the position of Community Service Officer in general, communications or jail assignments, or Police Communications Operator, who may receive difficult and challenging assignments or are required to work independently with a minimum of supervision. These unit employees shall provide leadership, direction and training for other unit employees. Additionally, they may be required to assist the Police Department in a wide variety of other duties and responsibilities including but not limited to providing performance evaluation input.

**B. Compensation**

**Extra Pay**

Community Service Officers or Police Communications Operators assigned as "Seniors" shall receive extra compensation in the amount of one hundred fifty dollars (\$150) per month over their base salary.

**C. Administration**

The Senior Community Service Officer Program shall be administered as follows:

1. **Eligibility**

a. **CSO or Police Communications Operator  
Records/Jail/General Parking Assignment Requirements**

Any Community Service Officer or Police Communications Operator in the Communications, Records, Jail or General Parking Enforcement Assignments who meets the following requirements shall be considered by Police management for assignment as a Senior Community Service Officer:

- 1) Job performance is rated "exceeds standards" or above.
- 2) Has three (3) years job experience in the specific field for which application is made.
- 3) Has a minimum of two years experience with the Glendale Police Department in the specific field for which application is made.

b. **CSO General/Special Assignment**

Any Community Service Officer in general assignment whose job performance exceeds standards, shall be considered by Police management for assignment as a Senior Community Service Officer if they possess the commensurate aptitude, skill and expertise necessary for such assignment. Such assignments are not subject to any review committee.

c. **Modification - Minimum Experience**

The minimum experience necessary for either "Senior" assignment may be temporarily modified whenever Police management determines there is an insufficient amount of candidates possessing the required expertise for specialized assignments or eligibility standards within the department from which to select. Modification recommendations may be made by the review committee for approval by Police management.

d. **Review Committee**

1) **Committee Size**

A review committee of five (5) persons appointed by the Police Chief shall establish selection criteria, screen, rank, and recommend qualified candidates for the position of Senior Community Service Officer.

2) **Committee Composition**

The Committee will consist of the appropriate department commander and a total of four (4) managers and/or supervisors with demonstrated knowledge of the particular function being applied for. The GCEA President or designee shall also serve on the Committee as a non-voting member.

e. **Revocation**

1) **Written Notification**

Upon review by the "Senior Community Service Officer Committee", this assignment is revocable at any time by the Police Chief if such determination is accompanied by written notification stating the reasons for the revocation of the assignment.

2) **Non-Applicable Specialized Assignment**

This provision does not apply to assignments made by Police management as a specialized assignment, pursuant to the aforementioned paragraph.

f. **Authorization**

The total number of non-sworn Senior Community Service Officer assignments authorized within the various Police Department work sections shall be determined by the City.

g. **Reevaluation**

A reevaluation of the assigned Senior Community Service Officer's performance shall be conducted by the Review Board every six months.

h. **Assignment**

1) **Responsibilities and Duties**

Non-sworn employees assigned as Senior Community Service Officer shall be given responsibilities and duties as defined and recommended by the Police Review Board and approved by Police management.

2) **Additional Responsibilities**

As part of their routine assignment, Senior Community Service Officers may assist their direct supervisor in preparing personnel performance evaluations, and act as that unit supervisor during short-term absences.

i. **Limitations**

1) **Functioning in Assignment**

The extra compensation shall be paid only during those periods or portions thereof, when such employees are actually assigned and functioning as a Senior Community Service Officer.

2) **Non-Job-Related Illness or Injury**

However, should an employee assigned as a Senior Community Service Officer be unable to perform that function due to a non-job related illness or injury for a period of fifteen (15) working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first fifteen (15) working days and until the day he/she returns to full duty assignment.

3) **Special Short-Term Assignments**

Periodically the need for additional Senior Community Service Officer assignments may occur throughout the Department to address special staffing requirements. Police management shall have the authority to fill those assignments with temporary Senior Community Service Officers on a short-term basis, as approved by City management. When a special short-term position is needed, the temporary assignment will be offered to the next employee on the eligibility list which was created by

the Review Committee.

4) **Temporary Assignments**

Senior Community Service Officer assignments are temporary assignments, not a separate job classification. It does not have Civil Service status, and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police management at any time for job-related reasons or operational necessity.

**XII. POLICE COMMUNICATIONS ASSIGNMENT PAY**

**A. Compensation**

Unit employees in the classification of Community Service Officer who are assigned to police communications operations shall receive an extra assignment pay of one hundred and forty dollars (\$140) per month over their base salary.

**XIII. POLICE CUSTODY ASSIGNMENT PAY**

**A. Compensation**

Unit employees in the classification of Community Service Officer and Police Custody Shift Supervisor who are assigned to Police Custody Operations shall receive an extra assignment pay of one hundred and thirty dollars (\$130) per month over their base salary.

**XIV. POLICE RECORDS ASSIGNMENT PAY**

**A. Compensation**

1. Unit employees in the classification of Community Service Officer, Police Records Specialist and Police Records Shift Supervisor who are assigned to work the Police Records Bureau shall receive an extra assignment pay of seventy-five dollars (\$75.00) per month over their base salary.

**XV. SHIFT PAY**

Unit employees who are assigned to certain shifts shall receive extra pay as follows:

**A. Evening Shifts**

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

**B. Night Shifts**

1. Unit employees who are assigned to work any hours that begin on or after 12:00 a.m. but before 8:00 a.m. of the next following day shall receive one-dollar (\$1.00) per hour extra above their base hourly rate for each hour worked within this time period.

**C. Eligibility/Limitations**

1. Unit employees, except those working the night shift in the Police Record Bureau on or after 4:00 a.m. and on or before 7:00 a.m., must work a minimum of four (4) hours within either shift or a combination of both shifts to be eligible to receive shift pay extra compensation as provided for in this section.
2. In the Police and Fire Departments only unit employees in the classifications of Community Service Officers, Office Specialist I, Office Specialist II, Senior Office Specialist, Office Services Specialist I, Office Services Specialist II, Senior Office Services Specialist, Police Records Specialist, Office Services Secretary, Office Services Secretary (Steno), Senior Forensic Specialist, Forensic Specialist, and Police Records Shift Supervisor shall be entitled to receive the extra compensation provided for in this article.
3. Unit employees receiving compensation for overtime, standby, call back or Communications Assignment Pay or Police Custody Assignment Pay shall not be entitled to receive the shift pay extra compensation provided for in this section.
4. Unit employees in the classifications of Police Communications Operator and Police Communications Shift Supervisor shall not be entitled to receive the shift pay extra compensation provided for in this section.

**XVI. FOREIGN LANGUAGE OR SIGN LANGUAGE INTERPRETER PROFICIENCY PROGRAM**

**A. Purpose**

1. The purpose of the Foreign Language Proficiency Program is to provide linguistic assistance for non-English speaking person(s) who represent a large segment of the Glendale community, and for hearing impaired individuals who make use of sign language.
2. This service is provided through certain selected unit employees who have been certified as proficient in a designated foreign language or approved sign language for the hearing impaired.

**B. Compensation**

1. Unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program shall receive extra compensation of one-

hundred dollars (\$100.00) per month above their base salary.

2. This extra pay compensation shall become effective the first pay period following receipt of approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by department management.

**C. Administration**

The City's Foreign Language or Sign Language Interpreter Proficiency Program shall be administered as follows:

**1. Qualifications**

A unit employee may be authorized and may qualify for the program upon the determination of City Management that the employee possesses the following qualifications:

- a. The employee possesses and exercises:
  - 1) Linguistic skills and abilities in both English and in a designated foreign language; including sign language;
  - 2) Knowledge of and sensitivity toward the culture and needs of the foreign language speaking group.
- b. The specific assignment of the employee requires a demonstrated ability in both English and in a designated foreign language used by a large segment of the residents of the community which the City serves, or by hearing impaired individuals in need of City Services.
- c. The specific assignments must require the use of both languages by the employee on a continuing, frequent, and recurring basis in order to meet the service demands and fulfill the mission, goals and responsibilities of the department in which the employee is employed.
- d. The specific assignment may require the employee to assist in interviews and interrogations of persons in criminal investigations or any other interactions with customers requiring the use of both languages.
- e. The specific assignment will subject designated employees to being subpoenaed to testify in a criminal or administrative proceeding regarding information received through translation, interrogation, or any other interaction with customers.
- f. Unit employees receiving this assignment pay shall be available to provide their language skills in any City assignment or Department where the need for these skills arises.

2. **Foreign Language or Sign Language Fluency Certification**

- a. Unit employees meeting the qualifications of the program and who wish to be placed in the Foreign Language Interpreter Proficiency Program must first apply, test, and successfully demonstrate fluency in the given language or fluency in sign language through examinations administered by Human Resources.
- b. Human Resources shall then certify to the appropriate Department Head the names of employees who have successfully demonstrated foreign language fluency skills and abilities or sign language skills and abilities.

3. **Application**

Unit employees who have been certified in foreign language skills and abilities and seek consideration for assignment to the Foreign Language or Sign Language Interpreter Proficiency Program shall submit an application requesting consideration for the program. Application should be submitted to the employee's department head through the employee's Division management.

4. **Eligibility Criteria**

When qualified and certified unit employees submit application for consideration to be placed in the Foreign Language or Sign Language Interpreter Proficiency Program, the following eligibility criteria shall be utilized in determining which employees shall be selected:

- a. The most appropriate position in terms of specific job assignment.
- b. Employees who have most frequently utilized foreign language interpreter skills on job assignments in the past.
- c. Employee's total seniority in time spent as a regular employee with the City of Glendale.
- d. Employees found to be eligible on an equal basis may be given consideration for assignment appointments on a semi-annual basis.

5. **Appointment**

- a. The Department Head shall be responsible for determining appointments to the Foreign Language or Sign Language Interpreter Proficiency assignments based on the qualifications, certification, and eligibility requirements set forth for this program.
- b. A re-evaluation of each appointment may be made at any time and may be revoked at any time by department Management.

6. **Total Number of Authorized Assignments**

The total number of positions authorized and filled at any time is the sole discretion of City Management.

D. **Interpreter Skills of All Employees**

1. All unit employees who have foreign language skills or sign language skills are not necessarily entitled to an appointment for a Foreign Language or Sign Language Interpreter Proficiency assignment.
2. Therefore, nothing herein is intended to relieve or diminish in any way unit employees possessing these skills and abilities from any responsibility and duty to utilize and exercise these skills and abilities in linguistic communication in the performance of their required duties.
3. Employees possessing such language skills will continue to use these skills without additional compensation on an occasional as needed basis.

E. **Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to the Foreign Language or Sign Language Interpreter Proficiency Program and are performing the assignment in their daily scheduled duties.
2. However, should a unit employee assigned to the Foreign Language Interpreter Program or Sign Language Interpreter Proficiency Program be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days, 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.

F. **Temporary Assignments**

Foreign Language Interpreter Proficiency and Sign Language Interpreter Proficiency Program assignments are temporary assignments, not a separate job classification; they do not have Civil Service status, and are not subject to Civil Service selection procedures, appeals, or seniority; they are not a property right and may be revoked by Management at any time for job-related reasons or operational necessity.

XVII. **FIRE COMMUNICATIONS OPERATORS - LEADWORKER ASSIGNMENT**

A. **Compensation**

Unit employees in the classification of Fire Communication Operator who are assigned as a leadworker shall receive eighty cents (\$0.80) per hour above their base hourly rate for each hour worked as a lead worker.

**XVIII. CSO COMMUNICATIONS/POLICE COMMUNICATIONS OPERATORS – PRISONER SEARCH ASSIGNMENT**

**A. Eligibility**

Unit employees in the classifications of CSO/General, CSO/Records, Police Records Shift Supervisor, Police Budget and Property Supervisor, Police Parking Enforcement Supervisor, Police Communications Operator and Police Communications Shift Supervisor, who have been trained and certified in prisoner search techniques, can be required to search prisoners when sworn police employees or jail custodial staff are not available, and when none of the aforementioned unit employees volunteer to search prisoners as required by management.

**B. Compensation**

Any CSO/General, CSO/Records, Police Records Shift Supervisor, Police Budget and Property Supervisor, Police Parking Enforcement Supervisor, Police Communications Operator or Police Communications Shift Supervisor, who conduct a prisoner search of a prisoner as required, shall receive fifty dollars (\$50.00) above their base pay per each prisoner search but shall not exceed more than one hundred dollars (\$100.00) per employees' work schedule per day, regardless of number of searches conducted.

**C. Limitation**

A CSO/General, trained and certified in prisoner search techniques, who is assigned to an off-site facility (e.g. Glendale Galleria Substation), may be required to perform prisoner searches on a regular basis. The CSO/General assigned in this capacity shall receive "Senior CSO" pay, as set forth in Section XII, as compensation for conducting prisoner searches as required, whether or not any searches are actually conducted. The CSO/General unit employee receiving Senior CSO pay shall not be entitled to the additional compensation as set forth in Section XIX – B above for conducting prisoner searches.

**XIX. ACTING ASSIGNMENT**

**A. Eligibility - 5 Consecutive Calendar Days**

1. A unit employee after having been performing the duties of a vacant position for at least five (5) consecutive calendar days shall be given an acting assignment.
2. Should a unit employee's acting assignment be assigned for or extend longer than thirty (30) calendar days, there shall be no interruption of the acting assignment for any breaks in employment due to leaves of absence for fourteen (14) calendar days or less.
3. A vacant position is one in which the incumbent is on some form of leave, or has terminated, or a newly created position. A vacant position may also be when a unit employee has been transferred to another job assignment

in a different Division of the same department.

**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 or until such time as the incumbent has returned to duty.

**C. Assignment Limitations**

Upon the approval of the department head and the notification of the Human Resources Department, acting assignments may be granted for a period not greater than ninety (90) calendar days. Extension of acting assignments beyond ninety (90) calendar days must be approved by the City Manager.

**D. One Move-Up per Vacancy**

1. Acting assignments are limited to one (1) move-up per vacancy. Additional move-ups may be approved for acting assignment, depending upon business necessity, as determined by management.
2. A unit employee who is assigned to fill a vacancy in management or mid-management shall be eligible for Acting Assignment. Such acting assignment shall be limited to the first move-up to management or mid-management vacancies by a unit employee. Additional move-ups may be approved for acting assignment, depending upon business necessity, as determined by management.

**E. 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 5% exceeds Step 9 of the acting assignment classification. In this event the acting assignment salary range shall be the M step of the acting assignment classification.

**F. 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.

**XX. LIMITATION ON EXTRA PAY ASSIGNMENTS**

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.

**XXI RETIREMENT**

**A. PERS**

The City provides unit employee retirement coverage through the Public Employees' Retirement System (PERS).

**B. Employer PERS Contribution Rate**

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 Section E.

**C. Employee PERS Contribution Rate**

1. Employees subject to the 2.5% at 55 retirement formula contribute 8.0% of their salary. Employees subject to the 2.0% at 55 retirement formula contribute 7.0% of their salary. The contribution rate for the employee is governed by State legislation.
2. It is understood that this total of eight percent (8.0%) added to salaries by the City shall be included in all salary and compensation comparisons.
4. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.
5. The City shall "pick up" the employees' required PERS contribution. This "pick up" shall be in accordance with Section 414(h)2 of the Internal Revenue Code and Section 20692 of the State of California Government Code whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).
  - a. The City shall "pick-up" for tax purposes the entire statutorily required employee contribution to PERS.
  - b. It is understood that the unit employees shall pay the entire statutorily required employee PERS contribution through payroll deductions.

**D. Additional Retirement Benefits**

1. "2% at 60" formula as adopted by the City, effective July 1, 1971.
2. 1959 Survivors Benefit Level Three as adopted by the City, effective November 5, 1994.
3. Survivors Continuance benefit as adopted by the City, effective July 1, 1971.
4. One time 5% increase for employees retired prior to January 1, 1971, adopted by the City, effective July 1, 1975.

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5. One year highest compensation formula as adopted by the City effective September 1, 1976.
6. One time 15% increase for employees retired prior to July 1, 1971, adopted by the City, effective October 1, 1977.
7. Post retirement survivors allowance to continue after re-marriage, effective August 13, 1985.
8. Military buy back effective November 8, 1991.
9. "2% at 55" formula as adopted by the City effective October 1, 1994.
10. 1959 Survivor's Benefit - Level Four- as adopted by the City effective October, 1997.
11. Unused Sick Leave Credits (Gov't. Code 20965) effective June 30, 1998.
12. "2.5% at 55" formula effective December 1, 2005 (single highest year).
13. Retirement Optional Settlement 2 Death Benefit (Govt. Code Section 21548) to be adopted by the City effective July 1, 2007.
14. "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.

### **E. PERS Cost Sharing**

1. Effective August 1, 2011, unit employees agree to contribute 1.50% of their salary per year and each fiscal year thereafter to the employer PERS contribution rate. *(This cost-sharing amount is an increase from the previous cost-sharing amount of 0.5% which was implemented as a result of the enhanced retirement formula which took effect on December 1, 2005.)*
2. Employer PERS Contribution Rate: 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.
3. Salary and Extra Pay: For the purposes of this section, "salary" means those categories of salary and PERS reportable extra pay.
4. 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”.

**F. “Favored Nations” Clause**

Should any other non-safety miscellaneous bargaining units or employee groups negotiate any further retirement enhancements or changes to the cost-sharing provisions as set forth in Section XXII-E, the City will meet and confer with the Association to discuss providing the same or equivalent retirement options for GCEA unit employees.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. 7-Day Work Period

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. 7-Day Work Period for Employees On Other Than 9/80 Work Schedule, Beginning/Ending

The seven (7) -day work period shall begin on Monday at 12:00 a.m. and end on Sunday at 11:59:59 p.m. except as modified by management.

C. 7-Day Work Period For Employees on the 9/80 Work Schedule, Beginning/Ending

The seven (7) -day work period shall begin on Friday at 12:00 p.m. and end on Friday at 11:59:59 a.m. except as modified by Management.

D. 7-Day Work Period - Fixed and Regularly Recurring

THEREAFTER, the work periods shall be fixed and regularly recurring 7-day work periods as set forth in the aforementioned.

E. 28-Day Work Period Fixed and Regularly Recurring

Community Service Officers assigned to 3/36 work schedule shall work a fixed and regularly recurring 28-day work period of 168 work hours.

II. TIME WORKED

A. Maximum Time Worked – 7-Day Work Period

The maximum time worked per each 7 day work period which is paid at the straight time rate of pay shall be 40 hours inclusive of breaks and exclusive of time not considered work time.

B. CSO Maximum Time Worked – 28-Day Work Period

Community Service Officers working the 3/36 work plan shall work a 28 day work period. The maximum time worked per each 28 day work period shall be 168 hours inclusive of breaks and exclusive of time not considered work time.

III. **TIME NOT CONSIDERED AS WORK TIME**

A. **Activities Not Considered Work Time**

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

1. Meal breaks.
2. Leave of absence taken without pay.
3. Travel time to work and returning home in either personal or City vehicle.
4. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
5. Off-duty travel to training sites and returning home.
6. Off-duty time putting on and taking off uniforms.
7. Off-duty time for personal preparation and clean-up.
8. Off-duty time spent in the maintenance of City vehicles or equipment.
9. Time worked for which unit employees have already been paid at one and one half (1 1/2) times their regular rate of pay within assigned 40 or 42-hour work period.
10. Any time not authorized as work time.
11. Any time spent in and related to organized school program of related supplemental instruction by apprenticeship employees working under a bona fide apprenticeship program.
12. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP) during non-work hours as a result of due process disciplinary action,

B. **CSO - 3/36 Work Plan - Work Time**

The total of 104 hours per year of paid sick leave, holiday, vacation, jury duty, bereavement leave and/or compensatory time may be deducted from the work time of Community Service Officer working the 3/36 plan in order to provide overtime for hours worked between 161 and 168 in a twenty-eight (28) day work period.

IV. **MEAL TIME**

A. **Meal Time - Non-Work Time**

All unit employees shall be entitled to one meal time for eight or more consecutive hours of time worked. One meal break per scheduled work day, **exclusive of overtime worked.**

B. **Meal Time Schedule**

All meal time taken is considered non-work time and to be without pay. The schedule for meal breaks shall be determined by management, taking into consideration the continuity of services provided to the public, and the convenience of the employee.

C. **Meal Time Length**

In no case will meal breaks be permitted to exceed one hour, nor can they be taken at the beginning or end of a work schedule.

D. **One Hour Meal Break**

1. Except for some field and 24-hour operations, as specified by City Management, 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. Police Department unit employees may, at the discretion of management, take unpaid meal breaks in conjunction with other leave times (vacation, holiday or comp time only) for a minimum of two (2) hours for the eight (8)-hour, nine (9)-hour, or ten (10)-hour work days, and a minimum of four (4) hours for the twelve (12)-hour work days. Police Department unit employees who utilize less than the required minimum leave times shall be required to take an unpaid meal break not in conjunction with the beginning or end of their normal or abbreviated work schedule.

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

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

1. 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.

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2. 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 dependant care problems or ridesharing obligations.

### V. **BREAKS - REST PERIODS**

#### A. **Two 15-Minute Breaks -Rest Periods**

1. Unit employees may receive two break-rest periods for each scheduled work day actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked.
2. **Non-accumulative**  
  
Rest periods are not accumulative and shall not be added to any meal times, vacation, or any other form of authorized absence from work.
3. These breaks may not be used at the beginning or the end of work shift unless authorized by Management.

#### B. **Benefit - Not Right**

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.

#### C. **Rest Period Procedure**

1. **Scheduled Not to Impair Service**  
  
Rest periods are scheduled or rescheduled by management as job requirements dictate.
2. **Length of Rest Period**  
  
The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area unless otherwise authorized by this agreement.

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3. **Employees**

- a. During rest periods, employees may remain and have non-alcoholic beverages at their desks or other department approved work areas other than a public counter.
- b. Civic Center employees are encouraged to use the City-provided break areas for rest period when they wish beverages and food.

**VI. WORK SCHEDULES**

**A. City Work Schedules**

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) work hour week schedule consisting of five (5) eight (8) paid work hour days in seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.
- 2. **9/80 Schedule:** The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a 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:** The 4/40 work schedule shall consist of a forty (40) work hour 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. **3/36 Work Schedule:** The 3/36 work schedule shall consist of one hundred and sixty eight (168) work hour schedule consisting of fourteen (14) twelve (12) work hour work days in a twenty eight (28) consecutive calendar day work period exclusive of any meal periods assigned by management, except as otherwise provided for in this agreement.
- 5. **3/36 Work Schedule: Police Department Traffic Division:** Unit employees assigned to work in the Police Department Traffic Division may work a 3/36 work schedule as follows:
  - a. The work period shall be a fixed and regularly recurring period of time consisting of fourteen (14) days.
  - b. In the first seven (7) days of the fourteen (14) -day work period, unit employees will work three (3) twelve (12) -hour days, for a

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total of thirty-six (36) hours.

- c. In the second seven (7) days of the fourteen (14) -day work period, unit employees will work three (3) twelve (12) -hour days and one (1) eight (8) -hour "payback" day for a total of forty-four (44) hours.

**6. Department 9/80 and 3/36 Work Period Schedules Defined**

For the purpose of documenting a permanent reference point for the 14 day and 28 day work period involving the 9/80 and/or 3/36 work schedule in the Police Department, December 31, 1994 shall be the end of the preceding work period and January 1, 1995 shall be the beginning of the new work period which shall establish a period of consecutive 14 and 28 days works period thereafter.

**B. Telecommuting**

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.

**C. Work Schedule - Police Communications**

The work hours for unit employees assigned to work the communications operations of the Police Department shall consist of the 3/36 work schedule consisting of the 168 work hours in a twenty eight (28) day work period exclusive of any meal period assigned by management, except as otherwise provided in this agreement.

**D. Work Schedule - Police Jail**

- 1. Unit employees assigned to work the jail operations section of the Police Department shall:
  - a. Work hours of a 3/36 modified work schedule consisting of 168 work hours in a twenty-eight (28) consecutive calendar days work period.
  - b. Work a daily work shift of twelve and one-half (12-1/2) hours per day. This includes: (a) a fifteen (15) minutes of briefing time before the start of work and fifteen (15) minutes after the end of the work shift and; (b) one-half (1/2) hour meal period per daily work shift.
  - c. If an employee does not receive the one-half (1/2) meal period

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during their daily work shift, they shall be compensated for one-half (1/2) hour paid at one and one-half (1-1/2) times their base hourly rate for each daily one-half (1/2) hour meal break not received.

- d. Be allowed to take their daily one-half (1/2) hour meal break outside of the Police Department Building.
  - e. Be allowed to eat same food as provided for jail inmates if an employee is required to eat their meal in the jail premises.
2. Only Police Management, Police Custody Shift Supervisors or their designees are authorized to schedule meal breaks and to determine if work load precludes unit employees assigned to work in the jail from taking a one-half (1/2) hour meal break.

**E. Work Schedule - Fire Communications**

- 1. The work schedules, administration of leave benefits, overtime, meal and rest periods, and other related provisions covering the unit employees in the Fire Communication 4/42 work schedule are set forth in Article Six of this agreement.
- 2. All items covered in Article Six are inclusive for Fire Communications Shift Supervisors, Senior Fire Communication Operators and Fire Communications Operators and any other benefits that are included in this agreement (MOU) that relate to items in Article Six shall not apply to these unit employees.

**F. Work Schedule - Meter Reader**

As determined by management, Meter Readers in the Glendale Water & Power Department may be assigned to an incentive work schedule that is predicated on the completion of all assigned work assignments and tasks and not based on total hours worked per week, provided their work week does not exceed 40 hours per work week.

**G. Resident Caretaker Program**

The City and Association, and all unit employees serving in the capacity of Community Services and Parks caretakers agree to the following regarding the working conditions and work schedule for resident caretakers:

- 1. The Parks, Recreation and Community Services caretakers agree to perform the duties of a resident caretaker per specific "City of Glendale and Caretakers Agreement." Typically thirty (30) hours per month are required to perform such services in lieu of rental fees for caretaker's

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residence.

- 2. Said compensation is considered by all parties to be full and complete compensation for any and all services rendered by employees serving in the capacity of Park Caretakers.
- 3. In addition to this Memorandum of Understanding, the relationship between the caretakers and the City is governed by the separate Caretaker Agreement executed by the caretakers and the City. Any conflicts between this MOU and the separately executed Caretakers Agreement shall be controlled by the Caretakers Agreement separately executed between the City and the caretakers.

**H. Work Schedules - Starting/Ending Time**

Unit employees shall be assigned by management daily starting and ending work times.

**I. Daylight Savings Work Schedules**

**1. Employees Assigned Night Shift**

Unit employees who are assigned and work the night shift during which the daylight savings change occurs shall:

- a. In the spring, when the time is advanced ahead by one (1) hour, modify their hours worked to begin work one (1) hour earlier. In this way the total hours worked for the normal shift shall remain the same. (Unit employees assigned to Standby Assignment during the spring time change will receive one (1) less hour of Standby Pay than would normally be assigned).
- b. In the fall, when the time is turned back, by one (1) hour, those individuals who work a full tour of duty of nine (9) hours shall be compensated by one (1) hour of overtime. (Unit employees assigned to Standby Assignment during the fall time change will receive one (1) additional hour of Standby Pay than would normally be assigned.)

**2. Employee Assigned All Other Shifts**

All other unit employees assigned and working a shift determined by management during which the "Daylight Savings" time change occurs (either spring or fall) shall work a full eight (8) hour shift regardless whether the clock time is advanced or set back.

**VII. OVERTIME DEFINITIONS**

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The following is time worked which shall be considered overtime, except as otherwise specified in this agreement.

**A. Regular Overtime**

**1. Time Worked in Excess of 8 hours**

Overtime for unit employees 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.

**2. Time Worked in Excess of 9 Hours**

Overtime for unit employees 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.

**3. Time worked in excess of 10 hours**

Overtime for unit employees 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.

**4. Time worked in Excess of 12 Hours**

Overtime for unit employees on a 3/36 work schedule is time worked in excess of twelve (12) paid hours in a work day, except as set forth in this agreement.

**5. Time Worked in Excess of 40 hours**

**a. 5/40 or 4/40 Work Schedule**

Overtime for unit employees on a 5/40 or 4/40 work week schedule is time worked in excess of forty (40) paid hours in a 7 day work week period except as set forth in this agreement.

**b. 9/80 Work Schedule**

Overtime for unit employees on a 9/80 work week schedule is time worked in excess of forty-four (44) paid hours in a 7 day work week period or eighty (80) paid hours worked in a 14 day work period as set forth in this agreement.

**c. 3/36 Work Schedule**

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Overtime for unit employees on a 3/36 work week schedule is time worked in excess of fifty six (56) paid hours of seven consecutive calendar days, except as set forth in this agreement.

6. **Time Worked - Flexible Work Schedules**

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

7. **Time Worked in Excess of 42 Hours**

Overtime for unit employees on a 42 hour work schedule is time worked in excess of forty-two (42) paid hours in a 7 day work week period, except as set forth in this agreement.

8. **More Than 12 Hours in Day**

Unit employees working the four (4) -day on / four (4) -day off work schedule shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in a work day.

9. **Police Department: Community Service Officers and Police Communications Staff 3/36 Work Schedule**

a. Unit employees in the classifications of Community Service Officers, Police Communications Operators, Police Communications Shift Supervisor and Police Custody Shift Supervisors assigned to the 3/36 work schedule shall work 168 paid work hours in a 28-day work period. The eight (8) hours worked beginning from 161 to 168 shall be compensated at the rate of time and one half (1 ½).

b. Community Service Officers, Police Communications Operators, Police Communications Shift Supervisor and Police Custody Shift Supervisors working the 3/36 schedule shall be reimbursed for hours between 161 and 168 with accumulated compensatory time, or a combination of compensatory time and pay, of which up to one-half of such reimbursement may be pay.

10. **Time Worked - Scheduled or Extended Shift Overtime**

a. Unit employees who are required to work either scheduled overtime or extended shift overtime are defined as working regular overtime.

**B. Call Back Overtime (Unscheduled)**

1. Call back work is unscheduled time worked performed by an off-duty unit employee called back to work after they have completed their normal work schedule and have left work or are on their day off. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.
2. The City shall, when possible, make available to qualified employees an equitable distribution of call back overtime within their assigned section.

**C. Court Time**

Court time is work time required of a unit employee 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.

**D. Court Stand-By "On-Call" Time Assignment**

1. **Available Via Phone - Non-Work Time Assignment**

Court stand-by on-call time is non-work time required of an off-duty unit employees authorized by the tribunal ordering the affected employee to appear or to stand-by on-call and be available for such purpose at a location other than the location specified in the subpoena, between the hours of 8:45 a.m. and 5:00 p.m., unless other stand-by times are ordered by the court or administrative tribunal.

2. **Must Provide Phone Number**

Unit employees placed on court stand-by time "on call" during their off duty time are required to be accessible by telephone or other methods approved by management. They can appear at court in a reasonable amount of time if so ordered by the court or administrative tribunal.

**E. Stand-by Assignment**

Stand-by assignment is required of certain off duty Glendale Water & Power Department unit employees designated by management. Designated employees are to be accessible by phone or other methods approved by management and must have the ability to report to the Corporate Yard within one hour.

VIII. OVERTIME COMPENSATION RATE

A. Regular Overtime

1. Payment

Overtime shall be paid at one and one-half (1- 1/2) time the employee's regular hourly rate of pay.

2. Comp Time in Lieu of Payment

- a. Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of one and one half (1-1/2) hours earned in compensatory time for each hour worked; or
- b. Stand-by assignment straight time pay may be converted to straight time compensatory time on an hour for hour basis.
- c. Restrictions on accumulation and payment are outlined in this Article.

B. Call-Back Overtime

1. Call-Back - Minimum Hours Granted

- a. Glendale Water & Power Department, Public Works Department, Community Services and Parks Department field and operations unit employees, Information Services Department – Computer Operators, Community Development/Neighborhood Services unit employees and Fire and Police Department unit employees called back to work, who are not assigned to standby, shall be granted a minimum of four (4) work time hours of overtime except as set forth in Section VIII, B-4.
- b. Additional hours may be guaranteed by department heads as needed.
- c. All call back overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours of call back overtime except as otherwise stated in this article.

2. Call-Back Between 12:00 a.m. - 8:00 a.m.

- a. Unit employees shall be paid double (2 times) the employee's regular hourly rate of pay for every hour of call-back overtime actually worked between 12:00 a.m. midnight and 8:00 a.m. or the beginning of the next work shift, whichever comes first.

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- b. Only unscheduled time worked between 12:00 a.m. and 8:00 a.m. can be eligible for paid double time.
- c. Unit employees subject to call-back provisions between the hours of 12:00 a.m. and 8:00 a.m., who are relieved of duty less than two and one-half (2 ½) hours prior to the commencement of the regular work shift, shall be paid at straight time for the non-work time between the end of their call-back assignment and the start of their regular work shift. The Continuous Overtime provisions, as set forth in B-3 below do not apply in these circumstances, nor are the unit employees required to remain on work premises for the non-work time occurring between the end of the call-back assignment and the start of the regular work shift.

**3. Continuous Overtime**

- a. 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.
- b. 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.
- c. 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.
- d. An appropriate rest area on City facilities will be provided for the rest period.

**4. Limitations**

Unit employees while on stand-by assignment, and then given a call back assignment shall, upon receiving call back assignment, cease receiving stand-by pay and shall receive call back assignment compensation as outlined in this Article.

**C. Required Rest Period After 18 Consecutive Hours**

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1. Under no circumstances shall a unit employee work in excess of 18 consecutive hours without a rest period of at least two hours.
2. Unit employees will be given six hours of rest before starting their normal work shift. If the six-hour rest period is not practical due to operational necessity, but after the mandatory two-hour rest period is satisfied, unit employees who are required to work will be paid double time. The double time rate will continue until the unit employees are relieved of duty or provided a rest period of at least six continuous hours.
3. If the rest period occurs during the unit employee's regular work shift, unit employees will be paid straight time for the hours of rest that occurs during the regular work shift period until the six-hour period is met. If the rest period occurs outside of the regular work shift, there shall be no compensation.

**D. Court Time - "Go Subpoena"**

1. **Payment**

Unit employees shall be compensated for court time at straight time or at one and one half (1-1/2) times the employee's regular hourly rate for time actually spent at the location specified in the "go" subpoena and until released by the court, and exclusive of a one (1) hour break when the court adjourns for lunch. The payment of straight time pay or one and one half (1-1/2) pay shall be determined by the total hours worked as set forth in Article Three, Section VII, Overtime Definition.

2. **Court travel time**

The following schedule shall be utilized as work time when in an off-duty status authorized for court travel time:

a. **Glendale Superior Court**

No travel time will be authorized to and from for Glendale court appearances.

b. **Superior Courts - Los Angeles Civic Center**

Forty-five (45) minutes each way will be authorized for travel time for L.A. Civic Center court appearances.

c. **Superior Courts - Van Nuys**

Forty-five (45) minutes each way will be authorized for travel for Van Nuys court appearances.

d. **Superior Court - Pasadena**

Thirty (30) minutes each way will be authorized for travel time for

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Pasadena Superior Court appearances.

e. **Other Courts**

Transportation times to and from all other courts will be determined by Police management.

3. **Work schedule Concludes at 7:00 a.m. or 6:00 a.m. - Minimum Hours Granted**

- a. Unit employees whose work schedule concludes at 7:00 a.m. and who are in receipt of a "go subpoena" which mandatorily requires their attendance in court or administrative tribunal within the next seven (7) hours shall be compensated a minimum of two (2) work time hours in addition to their compensation for actual court attendance.
- b. Unit employees whose work schedule concludes at 6:00 a.m. and who are in receipt of a "go subpoena" which mandatorily requires their attendance in court or administrative tribunal within the next seven (7) hours shall be compensated for up to three (3) hours of hour for hour paid straight time compensation in addition to their compensation for actual court attendance.
- c. Subpoena Cancellation - Seventy-Two (72) Hours Notice. If an employee receives less than 72 hours notice between weekly work periods, they shall receive four (4) hours overtime for "go" subpoenas and four (4) hours straight time for on-call subpoenas. If an employee receives less than seventy-two (72) hours notice during their weekly work period, they shall receive two (2) hours of overtime.
- d. This paid compensation is designated for the "lay-over" time period between the conclusion of the work schedule at either 6:00 a.m. or 7:00 a.m. and the start of the court subpoena up to 9:00 a.m. This time shall be granted in lieu of any court travel time for this attendance in court.
- e. Subsection 4 below shall apply to this Subsection 3 except that in no event shall an unit employee receive the two (2) hours set forth in 3a. above unless the unit employee exceeds four (4) hours of actual court time.

4. **Between weekly work schedules - minimum hours guaranteed**

Unit employees subpoenaed into court during their off-duty time between weekly work schedules will be granted a minimum of four (4) hours overtime. If the unit employee is scheduled into court on the day they are

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scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a four hour period between the time indicated on the subpoena and the time the person is required to report for duty.

**E. Holiday Overtime**

**1. Payment - Compensation Time**

Unit employees, except in the Police Department and Park Laborer and Park Naturalist programs and as otherwise modified by this agreement, required to work on a designated holiday, at the employee's option, may choose in lieu of cash payment to be compensated by the accumulation of compensatory time on the ratio of one and one-half (1 1/2) hours earned in compensatory time for each hour worked, or portion of hours worked.

**2. Payment-In-Cash**

All time worked on designated holidays shall not exceed paid overtime at two and one-half (2 1/2) times the employee's regular hourly rate of pay. This paid overtime at two and one-half (2-1/2) times consists of the designated holiday payment at straight time and any actual time worked on the designated holiday paid at one and one-half (1-1/2) times.

**G. Court Standby Time "On Call" Assignment**

**1. Payment/Minimum Hours Granted/All Unit Employees**

- a. All unit employees subpoenaed into court or placed on stand-by time "on call" on job-related matters, during their assigned off duty time between weekly work periods will be granted a minimum of four (4) hours work time.
- b. If the unit employee is placed on court stand-by time "on call" on the day they are scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a four hour period between the time indicated on the subpoena and the time the person is required to report for duty.

**H. Standby Assignment: Forensic Specialist, Senior Forensic Specialist, Systems Specialist, Information Services Department Wireless Services Section, and Community Service Officer**

**1. Eligibility**

Unit employees in the classifications of Forensic Specialist, Sr. Forensic Specialist, Systems Specialist, designated employees in the Information

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Services Department Wireless Services Section, and Community Service Officer specifically assigned recall devices on standby assignment, except as modified by this agreement, shall be compensated for such assignment.

2. **Payment**

Any of these eligible unit employees as set forth in H.1 of this section shall be compensated for such assignment if required by Management to serve as follows:

a. **Weekend (Scheduled Days Off)/Holiday Recall Device Standby Assignment**

- 1) If assigned to a weekend or holiday recall device-standby assignment, such eligible unit employees shall receive twenty-one percent (21%) of their hourly rate for each hour on standby during the hours between the end of the normal work schedule and the start of the next normal work schedule.

Employees may elect to be compensated for standby assignments in pay or in compensatory time. If the employee chooses to receive compensatory time in lieu of pay, they shall receive five (5) hours of straight time compensatory time for each 24 hours on weekend assignment.

- 2) The term “weekend” refers to the unit employee’s scheduled days off. The term “holiday” means Saturdays, Sundays, holidays and the Fridays the unit employee is not scheduled to work due to the 9/80 Work Schedule.
- 3) Unit employees who are not required to observe a mandatory holiday and/or who are normally scheduled to work on days defined as “holidays” in a. 2) above, shall be compensated for a recall device standby assignment at the “weekday” rate, except on those days declared as their “weekend” of scheduled days off.

b. **Weekday (Scheduled Workday) Recall Device – Stand-By Assignment.**

- 1) If assigned to a weekday recall device-standby assignment such eligible unit employees shall receive seventeen percent (17%) of their hourly rate for each hour on standby during the hours between the end of the normal work

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schedule and the start of the next normal work schedule.

Employees may elect to be compensated for standby assignments in pay or in compensatory time. If the employee chooses to receive compensatory time in lieu of pay, they shall receive two (2) hours of straight time compensatory time for each 12 hours on weekday assignment.

- 2) The term "weekday (scheduled workday)" means Monday through Friday excluding the employee's scheduled 9/80 day off on the 9/80 work schedule.
- 3) Should an employee in the future be scheduled off on a weekday and assigned on that day to a recall device-standby assignment, the employee shall be compensated under 2 a (1) above.

3. **Limitation**

- a. Employees shall not receive standby pay for any overtime worked during those assigned standby hours.
- b. Unit employees on standby assignment or recall device must remain within a 40-mile radius from the employee's worksite.

I. **Standby Assignment: All Other Unit Employees Not Covered by Article Three, Section VII (H) Above**

1. **Eligibility**

Unit employees in all other classifications not covered by Article Three, Section VII (H) above, specifically assigned recall devices on standby assignment, except as modified by this agreement, shall be compensated for such assignment as follows.

a. **Weekend (Scheduled Days Off)/Holiday Recall Device Standby Assignment**

- 1) If assigned to a weekend or holiday recall device-standby assignment, such eligible unit employees shall receive fifteen percent (15%) of their hourly rate for each hour on standby during the hours between the end of the normal work schedule and the start of the next normal work schedule when assigned by management.
- 2) The term "weekend" refers to the unit employee's scheduled days off. The term "holiday" means Saturdays,

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Sundays, holidays and the Fridays the employee is not scheduled to work due to the 9/80 Work Schedule.

- 3) Unit employees who are not required to observe a mandatory holiday and/or who are normally scheduled to work on days defined as "holidays" in a. 2) above, shall be compensated for a recall device standby assignment at the "weekday" rate, except on those days declared as their "weekend" of scheduled days off.

b. **Weekday (Scheduled Workday) Recall Device – Stand-By Assignment.**

- 1) If assigned to a weekday recall device-standby assignment such eligible unit employees shall receive eleven percent (11%) of their hourly rate for each hour on standby during the hours between the end of the normal work schedule and the start of the next normal work schedule when assigned by management.
- 2) The term "weekday" means Monday through Friday excluding the employee's scheduled 9/80 day off on the 9/80 work schedule.
- 3) Should an employee in the future be scheduled off on a weekday and assigned on that day to a recall device-standby assignment, the employee shall be compensated under 2 a (1) above.

2. **Limitation**

- a. Employees shall not receive standby pay for any overtime worked during those assigned standby hours.
- b. Unit employees on standby assignment or recall device must remain within a 40-mile radius from the employee's worksite.

**J Standby Assignment Limitations**

1. **Limitations**

Eligible unit employees shall receive standby pay only for those hours on standby assignment duty and shall not receive standby pay for any overtime worked during those assigned standby hours.

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2. **Non-Work Time**

It is understood that such time on standby 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.

**IX. TIME WORK INCREMENTS**

**A. Increments - Less Than One Hour**

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

<u>Time</u>	<u>Time Worked</u>
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
58-60 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.

**X. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT**

**A. Eligibility**

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

**B. Conversion**

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

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or half time at the mutual agreement between the Management and the employee.

<b>Example:</b>	<b><u>Overtime Worked</u></b>	<b><u>Comp. Time Conversion</u></b>
Half-Time	1 hr.	0.5 hrs.
Straight Time	1 hr.	1.0 hrs.
One & one-half	1 hr.	1.5 hrs.
Double Time	1 hr.	2.0 hrs.
Double Time and one-half	1 hr.	2.5 hrs.

**C. Accumulation**

1. **Total 120 Hours Comp Time**

Unit employees may accumulate up to a total of 80 overtime hours worked which converts to a total of 120 compensatory hours, unless otherwise set forth in this agreement.

**D. Use of Compensatory Time**

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. **Compensatory Time– In Excess of 120 Hours – Transfer to RHSP**

Unit employees must transfer unused accumulated compensatory time over one hundred twenty (120) hours compensatory time at the employee's current rate of pay to the employee's RHSP account. This transfer will be made in the pay period following the accrual exceeding the maximum hours.

2. **Compensatory Time at Termination**

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

3. **Compensatory Time - Change in Classification**

Any unit employee who changes classification 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.

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**F. Verdugo Fire Communications Compensatory Time**

See Article Six for further details related to the use of compensatory time by Verdugo Fire Communications unit employees.

**XI. EMERGENCY OVERTIME REQUIREMENT**

The City reserves the right to require unit employees to work overtime in an emergency as set forth in Article Ten.

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FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

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 unit employees 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.

C. Changes

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

D. Limitations

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 50% of the payroll period unless the affected employee is qualified under the Family and Medical Care Leave Policy.
2. The City shall pay all of its portion of the medical insurance premium from the first day of the last month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.
3. The employee shall be notified and billed for the monthly insurance premium by the City.
4. For an employee qualified under the City's Family and Medical Leave 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

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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**

**A. Medical Insurance – 50/50 Split - Effective June 1, 2011**

1. Effective June 1, 2011, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2011 toward the monthly medical insurance premiums. These amounts reflect the City paying 50% of the medical insurance premium increase that was in effect as of May 31, 2011, with the employee picking up the remaining 50% of the increase.
2. In the event 50% of any year’s premium decrease exceeds the employee monthly medical premium such contributions shall be \$0.00 until such time as medical premium increases occur in the future.

**Prudent Buyer Indemnity PPO Plan**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 110.80	\$ 364.16
b. Employee plus one dependent	\$ 296.66	\$ 919.19
c. Employee plus two or more dependents	\$ 421.62	\$1,302.44

**California Care – HMO Plan**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 120.52	\$ 283.16
b. Employee plus one dependent	\$ 265.08	\$ 582.62
c. Employee plus two or more dependents	\$ 372.46	\$ 838.50

**Cigna – HMO Plan**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 139.92	\$ 331.28
b. Employee plus one dependent	\$ 311.08	\$ 678.44
c. Employee plus two or more dependents	\$ 464.38	\$ 949.23

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**Kaiser – HMO Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 125.60	\$ 267.81
b. Employee plus one dependent	\$ 251.36	\$ 535.42
c. Employee plus two or more dependents	\$ 355.48	\$ 757.85

**B. Medical Insurance - 50/50 Split - Effective June 1, 2012**

Effective June 1, 2012, the City shall pay 50% of any medical insurance premium increase, with the employee paying the remaining 50% of any increase that is effective June 1, 2012. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 50/50 proportion.

**C. Medical Insurance - Indemnity Plan Coverage**

1. **Plan Premium Rate**

The indemnity plan premium includes the rate charge 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 dependants;
- d. No deductible is applied to special accident benefits;
- e. No pre-authorization for hospitalization and outpatient services, except for specialized services;
- f. 1) All charges in the designated PPO Network shall be covered at 80% subject to the annual deductible.

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2) 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.

**D. HMO Medical Plans- Inpatient and Outpatient Psychological Services (Mental Health Care) Benefits**

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

**E. Medical Insurance – Indemnity/HMO Plan Benefits Booklet**

The specific details of the indemnity and HMO plan medical insurance benefits are set forth in the Medical Insurance Plan Benefits Booklet available in Human Resources. 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.

**F. Paid Industrial Leave - Medical Insurance Premium**

Unit employees 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, as set forth in Article Five, Section VII, A-C.

**G. 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 PPO or pre-paid (HMO)

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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)**

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 unit employees shall have each eligible hour of accrued unused sick leave hours converted at the rate of twenty-two dollars (\$22.00) per hour, which will be placed in each employee's individual Retiree Health Savings Plan (RHSP) effective the employee's official date of retirement.

3. Employees Retired Prior to July 1, 2001

- a. Unit employees who retired prior to July 1, 2001, prior to the implementation of the Retiree Health Savings Plan (RHSP), and who participated in the sick leave conversion plan, shall be eligible to receive a contribution of up to \$233.55 per retired unit employee per month toward the monthly medical insurance premium for the medical plans they are eligible for in accordance with the sick leave conversion plan available prior to July 1, 2001.

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- b. Unit employees who retired prior to July 1, 2001, prior to the implementation of the Retiree Health Savings Plan (RHSP), and who participated in the sick leave conversion plan, shall have their sick leave debited by eight (8) sick leave hours per month for each monthly medical insurance premium, as defined in this article, made by the City for the retired employee.

4. **Eligibility**

- a. Unit employees who retire from the City of Glendale or terminate employment after twenty (20) 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. Unit employees 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.
- c. Unit employees 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 employees may elect to pay personally the full monthly medical premium or terminate the medical plan coverage.

**IV. MEDICARE**

**A. Retired Employees - Eligible for Medicare**

Retired unit employees and/or their qualified dependents who 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.

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**B. Retired Employees - Medicare**

1. The retired unit employee 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 unit employees and/or their qualified dependants 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. 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.
5. Retired City employees participating in the City's medical insurance plan shall enroll in Part "B" Medical.
6. Retired unit employees and eligible dependents who reach age 65 must enroll in both Medicare Parts "A" and "B" within the prescribed eligibility period. Failure to enroll will result in an increase in the retiree's medical rates set forth by the insurance carriers to be effective after the first of the month following the eligibility period.

**V. DENTAL INSURANCE**

**A. DENTAL INSURANCE CARRIER AND PLAN DESIGN**

1. **Dental Carrier**

Guardian Insurance is the dental insurance carrier for the City of Glendale. This plan offers three options: PPO – High Option; PPO – Mid-Level "Buy-Up"; and DMO

2. **PPO – High Option Dental Plan**

The City shall pay up to a maximum of \$115.90 for the PPO dental plan per month per employee for a dental plan for employees and their qualified dependents.

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

The City shall pay up to a maximum of \$46.36 rate from the DMO dental plan per month per employee for a dental 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 up to a maximum of \$46.36 for the DMO dental plan per month per employee for a dental plan for employees and their qualified dependents.

5. **Dental Insurance Rates – Effective June 1, 2011**

Effective **June 1, 2011**, the following are the City and employee contributions for Dental Plans.

**PPO High Option**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 0.00	\$ 44.58
b. Employee plus one dependent	\$ 0.00	\$ 75.78
c. Employee plus two or more dependents	\$ 0.00	\$ 115.90

**PPO – Mid-Level “Buy-Up”**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 20.02	\$ 16.58
b. Employee plus one dependent	\$ 31.84	\$ 30.38
c. Employee plus two or more dependents	\$ 48.82	\$ 46.36

**DMO**

	<b><u>Employee’s Monthly Contribution</u></b>	<b><u>City’s Monthly Contribution</u></b>
a. Employee	\$ 0.00	\$ 16.58
b. Employee plus one dependent	\$ 0.00	\$ 30.38
c. Employee plus two or more dependents	\$ 0.00	\$ 46.36

**B. Premium Increases**

1. **Dental Premiums**

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**

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. Unit employees 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. Unit employees waiving Medical Insurance may participate in all Dental Insurance Plans.

**D. Retired Employees – Dental Plans**

1. For retirements of unit employees occurring after July 1, 2005, 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 Indemnity 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. OPTICAL/VISION INSURANCE – CITY PLAN**

**A. Vision Insurance**

Unit employees are eligible for a group vision insurance plan to be provided to all unit employees and their dependents, governed solely by contracts of insurance approved by Council and purchased by the City. The vision plan provides for an

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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 for the City provided group vision insurance plan.

**VII. LONG-TERM DISABILITY (LTD) INSURANCE - ASSOCIATION PLAN**

**A. Premium Payment**

1. The City shall pay for one hundred percent (100%) of the monthly insurance premium rates for the City-administered Long-Term Disability Insurance Plan for unit employees who are members of the Glendale City Employees' Association. The City has the right to choose the insurance carrier.

**B. Plan Benefits**

1. Said insurance policy shall cover 50% of pre-disability earnings with a maximum paid benefit of \$2500 per month and a sixty (60) day elimination period, and after all sick leave accrued by the affected unit employees has been first utilized.

2. The benefits provided in the City-administered Long-Term Disability Plan (LTD) shall be the same that were in effect as in the Association LTD Plan July 30, 2002.

**C. Leave Without Pay**

When a unit employee enrolled in the Plan is not working and files a claim for the LTD Benefit, the City and GCEA shall share equally (50/50) in the payment of the premium for a period that does not exceed two (2) months of premiums (60 days).

**D. Exceptions - Family and Medical Care Leave**

Notwithstanding the above, whenever a unit employee becomes qualified for coverage under the City Family and Medical Care Leave Policy, the City shall continue to pay medical premiums as set forth in this article, not to exceed that required by law.

**E. Limitations**

1. Plan benefits are provided for unit employees insured by the Plan up to age 65 for earnings lost for off the job illness or injury up to age 65 per the

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provisions of the Plan.

2. Compensation from LTD Insurance Benefits and accrued leaves may not exceed the employees' base salary.
3. Employees may coordinate accrued leaves with LTD Benefits as permitted by the LTD Insurance Policy.

**VIII. UNIFORMS**

**A. Uniforms Provided**

**1. Eleven Sets of Uniforms**

The City shall provide eleven (11) sets of uniforms to the following list of classifications:

Building Repairer (Public Works-Facilities/GWP-Water)  
Carpenter  
Custodial Worker (Public Works-Facilities/GWP-Water)  
Electrician  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic Helper  
Equipment Service Worker  
Equipment Maintenance Supervisor  
Equipment Painter and Body Repairer  
Equipment Welder  
Helicopter Mechanic  
HVAC Control Technician  
HVAC Mechanic  
Maintenance Worker (Power Plant, Public Works-Signing and Striping)  
Meter Reader  
Painter  
Park Naturalist  
Parking Meter Collector/Repairer  
Pesticide Applicator  
Plumber  
Senior Building Repairer (Public Works, Facility Services)  
Senior Equipment Mechanic  
Senior Park Naturalist  
Senior Survey Technician  
Senior Custodial Worker (Public Works, Facilities)  
Senior Parking Meter Collector/Repairer  
Senior Traffic Painter  
Senior Wastewater Maintenance Worker  
Sewer Crew Supervisor  
Sewer Maintenance Worker

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Survey Party Chief  
Survey Supervisor  
Survey Technician  
Traffic Painter  
Wastewater Maintenance Crew Supervisor  
Wastewater Maintenance Trainee  
Wastewater Maintenance Worker

2. **Uniforms by Assignment**

Unit employees in the classifications of Building Repairer, Carpenter, and Maintenance Worker, or unit employees assigned to the sewer crew on a regular basis will receive uniforms only if assigned to Public Works - Facilities, Mechanical Maintenance; or Public Works – Sewers.

3. **Coveralls**

Coveralls are to be made available in the GWP and Public Works garages and to the unit employees in the classifications of Painter, Forensic Specialist and Senior Forensic Specialist. Quality and quantity are to be determined by the City.

4. **Rain Boots**

The City shall provide rain boots for the classification of Public Works Building Repairer and GWP Meter Readers.

5. **Field Employee Safety T-Shirt Program**

- a. The Field Employee Orange Safety T-Shirt Policy & Procedure became effective January 1, 1992. Details of the policy & procedure are available in Human Resources or in the Association Office.
- b. The City-issued Safety T-Shirts are considered to be a City-issued uniform and employees are required to comply with uniform requirements.
- c. The City-issued Safety T-Shirts are to be kept in good condition and are not to be cut up and/or altered in any way.

6. **Parks Department T-Shirt Program**

- a. Unit employees from the Parks, Recreation and Community Services Department in the classifications of Laborer, Maintenance Worker, Gardener, Senior Gardener, Park Maintenance Supervisor, Building Repairer and Senior Building

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Repairer may elect to participate in the Parks Department T-shirt program, under the following conditions:

- 1) Unit employees who accept the full set of twelve (12) Parks Department T-shirts shall be required to wear the T-shirt while on duty on a daily basis, unless excused by management.
- 2) Unit employees who accept a set of six (6) Parks Department T-shirts shall be required to wear the T-shirt while on duty on an "occasional" basis, unless excused by management. "Occasional basis" is defined as a minimum of two (2) days per work week.
- 3) Unit employees may decline to participate in this program.

**B. Uniform, Clothing and Equipment Allowance In Lieu of Issue**

Unit employees, as designated below in B-1 through B-6, shall receive an annual uniform allowance as specified in the following for the purchase and maintenance of the required uniform and/or clothing and equipment purchase in lieu of issue, authorized by Department policy.

1. **Fire Communications Shift Supervisor, Senior Fire Communications Operator and Fire Communications Operator - \$754 Uniform Allowance**

- a. Employees in the classifications of Fire Communications Shift Supervisor and Senior Fire Communications Operator and Fire Communications Operator shall receive an annual uniform, clothing and equipment allowance in lieu of issue of seven hundred fifty four dollars (\$754.00) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:

- Long Sleeve Light Blue Shirt
- Short Sleeve Light Blue Shirt
- Pants
- Belt
- Skirt
- Sweater
- Shoes
- Socks
- Sweat outfit (regulation) for nights

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Patches

2. **Fire (Non-Safety) Environmental Specialist, Sr. Fire Environmental Specialist, Fire Prevention Inspector, Sr. Fire Prevention Inspector, Fire Protection Engineering Assistant, Fire Protection Engineering Associate, Fire Protection Engineer I, Fire Protection Specialist I, and Engineering Project Specialist (Fire) - \$754 Uniform Allowance**

- a. Employees in the classifications of Fire Non-Safety Environmental Specialists, Sr. Fire Environmental Specialist, Fire Prevention Inspector, Sr. Fire Prevention Inspector, Fire Protection Engineering Assistant, Fire Protection Engineering Associate, Fire Protection Engineer I, Fire Protection Specialist I, and Engineering Project Specialist (Fire) shall receive an annual uniform clothing and equipment allowance in lieu of issue of seven hundred fifty four dollars (\$754.00) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:

- Command Jacket
- White Uniform Shirt (Short Sleeve)
- Black Tie
- Silver Tie Bar
- Name Plate
- Wool Trousers (black)
- Uniform Belt (black)
- Glendale Fire Department Belt Buckle
- Uniform Shoes (black)
- Socks (black)

3. **Police Custody Shift Supervisor, Police Communications Shift Supervisor, Police Communications Operator, Police Records Shift Supervisor, Police Parking Enforcement Supervisor, Police Budget and Property Supervisor, and Community Service Officer - \$819 Uniform Allowance**

- a. Employees in the classifications of Police Custody Shift Supervisor, Police Communications Shift Supervisor, Police Communications Operator, Police Records Shift Supervisor, Police Parking Enforcement Supervisor, Police Budget and Property Supervisor and Community Service Officer shall receive an annual uniform, clothing and equipment allowance in lieu of issue of eight hundred nineteen dollars (\$819.00).

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- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:

- Long Sleeve Shirt
- Short Sleeve shirt
- Pants
- Belt
- Shoes
- Sweater
- Socks
- Patches
- Field jacket
- Hand cuffs
- Hand cuffs' case
- Key flap

- 4. **Senior Forensic Specialist and Forensic Specialist - \$819 Uniform Allowance**

- a. Unit employees in the classifications of Senior Forensic Specialist and Forensic Specialist shall receive an annual uniform/clothing and equipment allowance of eight hundred nineteen dollars (\$819.00) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of civilian items for office and/or field duty in compliance with City and Department dress and appearance standard and policies.

- 5. **Wireless System Technician, Sr. Wireless System Technician, and Wireless System Technologist - \$780 Uniform Allowance**

- a. Employees in the classifications of Wireless System Technician, Sr. Wireless System Technician, and Wireless System Technologist shall receive an annual uniform, clothing and equipment allowance in lieu of issue of seven hundred and eighty dollars (\$780.00).
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:

- Long Sleeve Polo Shirt
- Short Sleeve Polo Shirt

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Long Sleeve Work Shirt  
Sweatshirt  
Light Jacket  
Heavy Jacket  
Rain Jacket  
Black T-Shirt  
Coverall  
Belt  
Boots – Heavy  
Pants

**C. Uniform Allowance Payment**

Uniform allowance payment for affected unit employees shall be paid as it is earned. The annual amount as defined in B (1) through B (5) above shall be pro-rated and included in each paycheck.

**D. Uniform Requirements**

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform while on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

**E. Uniform Allowance Limitations**

A unit employee who is on a leave of absence without pay for an entire pay period shall not receive his or her uniform allowance for that pay period.

**F. Termination Prior to Completion of Probation**

1. Any unit employee who voluntarily terminates prior to or fails probation prior to completion of their probation, shall reimburse the City for all uniforms purchased by the employee allowance received, not to exceed the total amount of uniform allowance received.
2. Failure to reimburse the City uniform allowance previously issued under the provisions of this article shall require the City to withhold any unpaid portion from sums owed to employee by City at time of termination.

**G. Safety Boot Issuance**

1. The City shall provide one pair of work boots meeting all existing safety standards, as defined by either ANSI or ASTM, of the City's choice on an annual basis to all unit employees in the classifications set forth below:

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Administrative Assistant/PW Warehouse (Modified Assignment)  
Arborist Crew Supervisor  
Assistant Environmental Technician  
Building Repairer  
Cement Worker Finisher  
Electrical Service Planner  
Environmental Technician  
Electrician  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic Helper  
Equipment Operator I  
Equipment Operator II  
Equipment Service Worker  
Equipment Welder  
Gardener  
Helicopter Mechanic  
Housing Technician  
HVAC Mechanic  
Integrated Waste Truck Operator  
Integrated Waste Worker  
Laborer  
Maintenance Worker  
Motor Sweeper Operator  
Neighborhood Services Inspector  
Neighborhood Services Field Rep  
Painter  
Park Maintenance Supervisor  
Parking Meter Collector/Repairer  
Plumber  
Program Specialist/Neighborhood Services (Field Operations)  
Senior Building Repairer  
Senior Electrical Service Planner  
Senior Environmental Technician  
Senior Equipment Mechanic  
Senior Gardener  
Senior Survey Technician  
Senior Tree Trimmer  
Senior Wastewater Maintenance Worker  
Senior Water System Mechanic  
Sign Painter  
Storekeeper  
Stores Clerk  
Street Crew Supervisor  
Street Maintenance Worker

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Survey Party Chief  
Survey Technician  
Traffic Painter  
Tree Trimmer  
Wastewater Maintenance Crew Supervisor  
Wastewater Maintenance Trainee  
Wastewater Maintenance Worker  
Water System Supervisor I  
Yard Attendant

2. The allowable expenditure for safety footwear shall not exceed \$150 inclusive of taxes.
3. 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.

**IX. SAFETY ITEMS**

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

**X. MEAL REIMBURSEMENT**

**A. Meal Reimbursement Per Diem**

1. A per diem rate of thirteen dollars (\$13.00) shall be paid to unit employees described in A-1 above who meet one of the following conditions described in "a" through "c" below. This per diem payment will be included on the unit employee's paycheck, subject to IRS deductions.

a. Emergency Call Back

In excess of four (4) hours and with less than two (2) hours advance notice, meal reimbursement shall be provided, and also for each time period in excess of four (4) hours worked thereafter.

b. Early Call-In

Meal reimbursement shall be provided if an employee is called in early with less than two (2) hours advance notice.

c. Extended Shift

Meal reimbursement shall be provided for an employee who works in excess of three (3) hours prior to or past the normal expiration

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time of the shift and for each four (4) hour time period following normal expiration of regularly scheduled shift worked thereafter.

**B. Scheduled Call-Back**

Meal reimbursement shall not be provided for scheduled call-back. For scheduled call-back in excess of eight (8) hours, extended shift rule applies.

**XI. EDUCATIONAL REIMBURSEMENT**

**A. Eligibility**

When any unit employee 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 unit employee may be reimbursed by the City for their educational courses may not exceed ten thousand dollars (\$10,000) 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 \$10,000 for each 5-year cycle (1-5, 6-10, 11-15, etc.)
2. This benefit is non-accumulative and must be used within each 5 year cycle.

**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.

**XII. HEALTH MAINTENANCE - CLUB REIMBURSEMENT**

**A. Eligibility**

Unit employees who enroll in the health maintenance club selected by the Association, shall, after having been certified by the Association that they have utilized the club for the purpose of exercise a minimum of fifty (50) visits within each fiscal year (July 1 through June 30), receive payment of the cost of the membership up to one hundred and fifty dollars (\$150).

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**B. Limitations**

1. The health maintenance club reimbursement benefit is only available to Association members, and may only be applied to the health maintenance club selected by the Association.
2. Unit employees qualifying for reimbursement shall be reimbursed for all covered expenses once per year upon submission of receipts and documentation from the Association.
3. Reimbursement will be based on eligible expenses as set forth in this section not to exceed one hundred and fifty dollars (\$150) per each fiscal year.

**XIII. GLENDALE POLICE DEPARTMENT EMPLOYEE FITNESS/WELLNESS PROGRAM**

**A. Fitness/Wellness Programs**

During the term of this Agreement, the City may periodically employ the services of an outside vendor to provide comprehensive health and fitness services to unit employees assigned to the Glendale Police Department. These Fitness/Wellness programs are designed to assist unit employees in developing healthy lifestyles relative to exercise, diet and overall fitness. While participation in these programs is strongly encouraged, such programs shall be voluntary for unit employees.

**B. Incentives**

When such programs are in place, the City sets forth the following incentives to encourage participation:

Unit employees assigned to the Police Department who participate in the Fitness/Wellness program, shall receive two-hundred dollars (\$200) annually to pay for a health club membership and/or reimbursement for a heart scan AND up to twelve (12) hours of compensatory time leave, upon completion of the Comprehensive Health/Fitness Screening and a One-On-One Fitness Consultation, as set forth below.

**1. Two-Hundred Dollar (\$200) Annual Payment**

Unit employees, upon completion of the program's Comprehensive Health/ Fitness Screening AND One-On-One Consultation (2-a and 2-b below) administered by the Police Department's Health and Fitness Director, on an annual basis, shall receive a payment of two-hundred dollars (\$200) for the purpose of either a health club membership and/or

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reimbursement for a heart scan.

2. **Up to Twelve (12) Hours Compensation Time Leave**

Unit employees, upon completion of the program's components prior to December 31 of each calendar year, as set forth below, shall be eligible to receive up to twelve (12) hours of compensatory time on an annual basis, awarded on January 1 of the following calendar year.

- a. Comprehensive Health/Fitness Screening: 3 hours comp time  
Completion of all minimum requirements (blood work, three health lectures, health/fitness assessment, and fitness log) prior to December 31 of each year.
- b. One-On-One Consultation: 1 hour comp time  
Options include nutrition assessment, personal training consultation or similar, administered by the Police Department's Health and Fitness Director.
- c. Blood Pressure  
Confirmation score based on minimum 2 readings (if elevated).  
National Institute of Health Guidelines:  
Optimal (less than 120/80mmHg): 2 hours comp time  
OR  
Pre-hypertensive (Systolic 121-139 and/or Diastolic 81-89mmHg): 1 hour comp time
- d. Cholesterol  
Confirmation score based on reading from on-site blood draw or similar American Heart Association Guidelines:  
Desirable (less than 200 or total/HDL ratio <4.5: 2 hours comp time  
OR  
Borderline High (total/HDL ratio <5,0 and LDL<130: 1 hour comp time
- e. Body Composition: 2 hours comp time  
Confirmation score based on reading during on-site fitness assessment, Cooper Institute Norms:  
Men must achieve rank of 50% (29<16.6%, 39<19.7%, 49<21.9%, 59<23.2%)  
Women must achieve rank of 50% (29<21%, 39<22.6%, 49<25.6%, 59<28.8%)
- f. Health/Fitness Education Seminars: 2 hours comp time  
Credit is awarded for the completion of an additional 1 hour seminar in one of the following areas: on-site health, nutrition,

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exercise or stress-management WIN program seminar.

**C. Limitation**

1. Should the City discontinue the Fitness/Wellness program as described in "XIII-A" above, the incentives described in "XIII-B" above shall be discontinued.
2. The above described incentives shall only be available to unit employees assigned to the Glendale Police Department.

**XIV. MILEAGE REIMBURSEMENT PLAN**

**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 unit employee using their own personal vehicle for City business and receives a mileage reimbursement or monthly auto allowance must maintain a valid California drivers license and automobile insurance on the vehicle they use for City business and must show proof of such upon request of supervision or management.

**C. Monthly Auto Allowance**

1. The following unit classifications are designated by the City Manager and are eligible to receive monthly automobile allowance for using their personal vehicles for authorized City business as approved by management.

**Classification**

**Monthly Rate**

Meter Reader

\$375

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Resource Efficiency Advisor	\$375
Construction Inspector	\$375
Building Inspector	\$375
Electrical Inspector	\$375
Housing Technician	\$375
HVAC Inspector	\$375
License Investigator	\$375
Neighborhood Services Insp.	\$375
Plumbing Inspector	\$375
Sr. Building Inspector	\$375
Business Account Representative	\$375

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

**C. Limitations**

Unit employees 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 (87 hours) 50% of their work schedule during a given calendar month.

**XV. DMV LICENSING REIMBURSEMENT POLICY**

**A. Purpose**

1. The purpose of the policy is to outline the reimbursement procedures for DMV driver's licenses requirements affecting certain classifications, positions, and employees in the City of Glendale.
2. Employees who are required to upgrade their driver's license and/or are required to get special endorsement due to Department of Motor Vehicles regulations, will receive reimbursement of fees as set forth in the following.

**B. Reimbursement for Required New DMV Driver's License Requirements:**

1. Employees whose job specifications did not require a commercial driver's license or special endorsement to perform their driving responsibilities prior to DMV regulation changes and, as a result of these changes, now require this licensing.
2. Employees will be reimbursed, on a one-time basis, for fees required by the DMV to upgrade their driver's license.
3. License renewal fees, minus regular Class C licensing fees, will be paid for by the City.

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4. DMV receipts must be submitted for reimbursement.
5. Additional fees that may be incurred by an employee as a result of failing a test will not be reimbursed by the City.

**C. Reimbursement if New DMV Driver's License is Requested by Management**

1. Employees hired into or promoted to classifications which state in the job specifications: "May require a commercial driver's license and/or specific endorsement", will be reimbursed for DMV fees if such a license is requested by Management. Employees who obtain commercial driver's licenses and/or specific endorsements, whose job specifications do not require said license will be reimbursed for DMV fees if Management utilizes their commercial driving abilities on a regular basis.
2. Employees in these classifications, who are required by Management to have a commercial drivers license and/or special endorsement, will be reimbursed the difference in renewal fees between regular licensing and commercial and/or special endorsement licensing.

**D. No Reimbursement If Promoted/Hired Into Position With DMV Driver's License Requirements**

1. Employees promoted or hired into positions whose job specifications require a commercial and/or special endorsement driver's license are excluded from this policy and are responsible for their own licensing fees.
2. Exceptions are employees promoted or hired into these positions prior to specification changes brought about by DMV licensing revision.

**E. Failure to Obtain DMV Licensing Requirements**

In the event an incumbent employee is unable to obtain the commercial license, and/or specific certification required, every effort will be made to reassign that individual to a position, not requiring a commercial license and if necessary that employee's salary will be "Y" rated until they are able to obtain their commercial license or transfer to another classification/position which does not require a commercial license or special certification.

**F. Compliance Standards**

Compliance to DMV commercial driver's license for all City of Glendale employees must be in keeping the DMV California Commercial Driver Standards Handbook, Section One, Commercial Driver License Program Qualifications and Sanctions.

**XVI. EMPLOYEE DRIVER'S LICENSE REQUIREMENTS**

**A. Driver's License Requirements**

Unit employees 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 shall participate in the State of California Department of Motor Vehicles Employee Pull Notice program. Affected unit employees 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 unit employee 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. EAP counseling sessions are further defined in Article Seven, Section 1-D.

**C. Consequence of Non-compliance**

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

**XVII. AIR QUALITY MANAGEMENT DISTRICT (AQMD) REGULATIONS**

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 GCEA before implementing any necessary changes to meet these regulations.

**XVIII. PARKING**

Free parking is provided for employees as available. Parking permits are required of unit employees who wish to park in the Civic Center parking structure.

**XIX. MISUSE OF BENEFITS**

Unit employees 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.

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LEAVE POLICY

I. **HOLIDAYS**

A. **Holiday Leave Hours**

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

B. **City Designated Holidays**

The following are designated holidays which holiday leave time hours are deducted from employee's holiday leave time as they occur except as otherwise specified by this article.

- 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**

Unit employees who receive holiday leave for city designated leave holidays shall use holiday leave from their holiday leave hours as the City designated holiday occurs in amounts appropriate to their regular scheduled work shift. For example 8 hours on an 8 hour shift, 9 hours on a 9 hour shift, 10 hours on a 10 hour shift and 12 hours on a 12 hour shift.

D. **Floating Holiday Leave Hours**

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

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**E. Friday After Thanksgiving Day**

1. When the Friday after Thanksgiving falls on an employee's off-Friday on the 9/80 work schedule, employees will retain nine (9) hours of holiday leave for use of floating leave, providing that their normal work schedule includes this Friday as a holiday and they are also normally scheduled to be off this Friday.
2. Unit employees, excluding unit employees in the Police Department, with the exception of Traffic Bureau, Parking Enforcement Detail, scheduled to work on the Friday after Thanksgiving Day shall receive holiday overtime unless employee requests to take time worked on said day to be earned as compensatory time as set forth in this agreement.

**F. Public Works Department-Integrated Waste Division**

Designated Integrated Waste unit employees will work all designated holidays except Christmas as outlined in this Article, Section I-B, and receive holiday overtime.

**G. Christmas/New Years Day - Public Works Integrated Waste and Mechanical Maintenance Division**

1. When Christmas or New Years Day holiday does not fall on a weekend, both the Public Works Integrated Waste and Mechanical Maintenance employees shall not work that day, except on emergency. The work load would then be made up on the following Saturday.
2. On that Saturday, the regular Mechanical Maintenance staffing level which is required to service and repair refuse trucks on Saturdays and holidays shall continue to be worked and staffed. The other holidays shall be worked as scheduled.

**H. Floating Holiday Leave Utilization**

1. Floating holiday leave time not expended for the nine city designated holidays shall be floating holiday leave. Floating 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 new unit employee must be employed sixty (60) calendar days in a calendar year before becoming eligible for floating holiday leave.
3. Unit employees who terminate their employment with the City may utilize any floating holidays up to their last day of employment with the City.

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4. The appropriate use of floating holiday leave shall be the employee's responsibility to monitor. Any employee using so much floating leave that insufficient leave remains to cover the nine city designated holidays shall be required to utilize vacation, compensatory time or unpaid leave of absence to cover the designated holiday.

**I. Floating Holiday Cashout**

1. The City shall pay unit employees up to eighteen (18) hours of floating holiday leave when management is unable to allow unit employees to take their floating holiday leave because of operational necessity or other related reasons before December 31 of each calendar year. This payment shall be made on the January 21<sup>st</sup> paycheck of the following calendar year.
2. This cashout is limited to eighteen (18) hours of floating holiday leave at the base rate of pay in effect on such day.
3. This excludes Police Department unit employees.

**J. Holiday Occurrence on Saturday or Sunday**

**1. Friday Holiday**

The Friday immediately preceding any regular holiday that falls on a Saturday shall be deemed to be a holiday, excluding Police Department 24-7 operations.

**2. Monday Holiday**

The Monday immediately following any regular holiday that falls on a Sunday shall be deemed to be a holiday, excluding Police Department 24-7 operations.

**K. Holiday Policy on Scheduled Day Off**

1. When a holiday falls on a day which is part of the employee's scheduled days off, employees shall not be required to use holiday leave time from their holiday leave bank.
2. When a holiday occurs on a day on which an employee is scheduled to work, the employee shall take such holiday leave as is appropriate to their work schedule.

**L. Holiday Scheduling**

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

**M. POLICE DEPARTMENT AND PARK LABORER PROGRAMS**

**1. Holiday Bank**

- a. 1) On January first of each year, unit employees currently employed shall be granted a holiday time bank of one hundred and six (106) hours holiday leave for the current calendar year. 2) Such holiday time off shall be taken with the approval of Management.
- b. The parties to this memorandum, including the unit employees, will endeavor, in good faith, to avoid accumulation of holiday time which may result in scheduling problems and/or loss of holiday time if not taken during the calendar year.
- c. Unit employees shall utilize holiday time when taking time off on a City designated holiday and the holiday time bank shall be debited for the number of hours in their scheduled work shift.
- d. Unit employees in the Police Department assigned to the Operations, Jail, and Records divisions and Community Services and Parks - Park Laborer Program who are required to work on a designated holiday shall not be debited their holiday leave time bank nor shall they receive any additional compensation for working the designated holiday. The use of this holiday time bank will be scheduled by Management and the affected unit employee, taking into consideration the staffing needs of the Department.

**2. Police Department Designated Mandatory Holidays**

- a. All other unit employees in the Police Department required to work the following seven (7) designated mandatory holidays 1) first day of January (New Year's Day); 2) third Monday of January (Martin Luther King, Jr. Holiday); 3) last Monday of May (Memorial Day); 4) fourth of July (Independence Day); 5) first Monday in September (Labor Day); 6) fourth Thursday in November (Thanksgiving Day); and 7) 25th day of December (Christmas Day) shall receive one-and-one-half time overtime pay.
- b. Affected unit employees' holiday time bank shall not be debited as follows:

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- 1) When required to work on any of these designated mandatory holidays or;
  - 2) While on IOD status and not administratively assigned.
- c. If the IOD status is projected to exceed the next full pay period, the unit employee will be administratively assigned and subject to Designated Mandatory Holiday debit.
- d. 1) Police Department employees assigned to the Support Services Division, Traffic Bureau, Parking Enforcement Detail, shall observe those mandatory holidays identified by Glendale Municipal Code Section 3.08.010 A with the exception of the Friday after Thanksgiving which shall not be a mandatory holiday for these employees.
- 2) Unit employees required to work on the Friday after Thanksgiving shall receive overtime compensation at one and one half (1-½) pay. This additional compensation shall be at 0.5% for a total of 1.5%. No holiday leave hours are debited from the holiday leave bank for employees who work the Friday after Thanksgiving.
- 3) Section 3.08.010 C, referring to designation of Friday or Monday as a holiday, when actual holiday falls on Saturday or Sunday, shall specifically not apply to these same unit employees.

3. **Police Department and Park Laborer Program New Unit Employees - Holiday Bank**

New unit employees hired in the Police Department or Park Laborer Program after January 1 of each calendar year shall receive a proportion of the holiday bank based on the following schedule:

<b><u>Month of Hire</u></b>	<b><u>Total Hrs. Banked</u></b>	<b><u>Month of Hire</u></b>	<b><u>Total Hrs. Banked</u></b>
January	106	July	54
February	97	August	45
March	90	September	36
April	81	October	27
May	72	November	18
June	63	December	9

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4. **Holiday Compensation - Police Department and Park Laborer Programs Only**

- a. On the January 21<sup>st</sup> paycheck of each year, the City shall pay Police Department unit employees and employees in the Park Laborer Programs up to but not to exceed thirty-two (32) hours of unused holiday time for the previous calendar year at the base rate of pay in effect on such day. Any unused holiday time in excess of thirty-two (32) hours shall be forfeited.
- b. All holidays earned are based upon the occurrence of the holidays recognized by the City which have occurred during the current calendar year prior to the employee's last day of employment with the City.
- c. All holidays earned but not taken up to and including the last day of employment with the City shall be forfeited.

**N. Twenty-Fourth of December**

1. **City Offices Open**

- a. When December 24th occurs on a weekday when City offices are scheduled to be opened, all City offices including Libraries, shall close at 12:00 p.m.
- b. Only unit employees working on this day as part of a daytime work schedule starting on or after 6:00 a.m. and ending not later than 6:00 p.m. or 6:30 p.m. for employees assigned to the Police Department, Traffic Division 3/36 work schedule, shall be considered eligible for this holiday provision. Unit employees in the Public Works Custodial Section who are normally assigned to the evening shift may request to flex their work schedule on December 24<sup>th</sup> which would enable them to meet the eligibility for this half-day holiday subject to management approval.
- c. Unit employees eligible for this holiday leave shall work one-half (1/2) of their normally scheduled work shift on this day. This leave shall amount to four (4) hours for employees on a 5/40 work schedule; four and one-half (4-1/2) hours for employees on a 9/80 work schedule; five (5) hours for employees on a 4/40 work schedule or six (6) hours for employees assigned to the Police Department, Traffic Division 3/36 work schedule.

2. **Limitations**

- a. That part of December 24th from 12:00 p.m. to 6:00 p.m. shall be

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and is hereby designated a holiday; provided, however, that said holiday shall not apply to the unit employees in the operation of the Fire and Police Departments, whose functions are essential to the public welfare as designated by management.

- b. Unit employees whose 9/80 day off falls on a day other than a Friday, and whose normal day off falls on December 24<sup>th</sup> shall be eligible for four and one-half (4 1/2) hours of compensatory time to be taken at another time mutually agreed to by the employee and management.
- c. Those unit employees receiving December 24 holiday time off shall work no later than 12:00 p.m. Employees receiving this benefit shall not receive a meal break on this day.

### 3. **Non-Cumulative**

- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason as set forth in this section, it may not be taken at a later time except as provided herein.
- b. Only unit employees actually scheduled to work on December 24<sup>th</sup> are eligible for the holiday.
- c. Unit employees eligible to receive the December 24<sup>th</sup> holiday leave, with the approval of management, may combine a maximum of four (4) hours on a 5/40, four and one-half (4-1/2) hours on a 9/80, five (5) hours on a 4/40, or six (6) hours on the Police Traffic 3/36 schedule of December 24<sup>th</sup> leave with compensatory time or vacation or floating holiday leave or sick leave to receive a full shift off on December 24<sup>th</sup>. Leaves of absence without pay or temporary disability may not be combined with the December 24<sup>th</sup> holiday leave.

### O. **Holiday Leave Limitation**

- 1. No unit employee 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 Policy.
- 2. Unit employees 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 18 hours cashout of unused floating holiday

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leave. All mandatory holidays occurring after termination shall be forfeited.

**P. Holiday Leave Utilization**

Accumulated holiday leave time may be taken in 10th of an hour increments or more as approved by management.

**II. SPECIAL DAYS OF OBSERVANCE**

**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 unit employees working on a special day of observance and not rendering essential services shall have the day off with pay.

**D. Compensation**

1. Employees whose services are declared essential by the City Manager shall work during such day, or portion thereof, and shall be compensated therefore as by this section specifically provided as follows:
2. Unit employees working in the Integrated Waste Management Division shall receive straight time in addition to regular pay for each hour worked during such day or period specified by the City.
3. Unit employees required to perform essential services on such a day between the hours of 7:30 a.m. and 5:30 p.m., or such other period as specified by the City, shall receive straight time pay in addition to regular pay for each hour worked during such day or period as declared by the City Council.

**III. VACATION**

**A. Vacation Earned**

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Unit employees compensated on a monthly basis shall be provided with vacation earnings to be based on the following schedule:

	<u>Years of Full-Time Service</u>	<u>Annual No. of Hours Eligible to Earn</u>	<u>Monthly Accrual # of Hours Per Month</u>
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 after)	14	160 hours	13.333 hours

**B. Limitations**

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 for which the employee works.
4. Vacation leave may be taken in 10<sup>th</sup> of an hour increments or more as approved by management.
5. New unit employees accrue vacation time commencing with the first day of employment as a salaried unit employee, 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 unit employee will have accumulated and be eligible to use 80 hrs. and accrue vacation time on a monthly basis thereafter.
6. Any unit employee who is laid off during their first year of employment and is then rehired within a one (1) year time period, shall have their prior service time earned prior to their lay off apply toward their service time eligibility for vacation benefits earned.
7. Unit employees working any schedule, including other than a regular 40-hour schedule, shall be subject to the exact same vacation policy as all other unit employees.

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8. Vacation leave balance shall be the employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.

**C. Prior Service**

For the purpose of computing additional vacations allowed after five years, "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 reemployment.

**D. Vacation Accumulation**

All unit employees shall accumulate and use vacation time earned as follows:

1. A unit employee shall be entitled to accrue a maximum total of three (3) years of vacation time. Vacation leave earned in excess of the three (3) years of accumulated vacation leave must be used monthly as accrued.
2. Once three (3) years of accumulated vacation leave is accrued, the unit employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. This accrual stops when the unit employee reaches maximum accrual limits of either 240 hours (1 to 4 years of full time service), 360 hours (5 to 14 years of full time service), or 480 hours (15 or more years of full time service).
3. A unit employee who is unable to return to work due to a serious and prolonged illness or injury which prevents such person from taking earned vacation time during the calendar year and the limits set forth in this Section D 1 and 2 above, may, with the approval of the City Manager, carry over such vacation time to the next succeeding calendar year.
4. Accumulation and use of vacation leave beyond any succeeding calendar year and the limits set forth in this Section D 1 and 2 above, may be granted at the discretion of the City Manager in special or unusual circumstances.
5. A unit employee who has been on military leave of absence for a least thirty (30) consecutive days during the calendar year in which such person would otherwise be entitled and required to take a vacation, may take said vacation during the twelve calendar months immediately following the calendar month of termination of said military leave but in no way shall such unit employee be entitled to take said vacation or receive

any compensation for same after this last stated time.

**E. Vacation Cash-Out at Termination / Retirement - RHSP**

Any unit employee who has completed at least one year of service with the City prior to termination shall be paid at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and also for vacation days earned by reason of months worked in the current calendar year, provided said vacation days have not been taken at or prior to the date of separation.

Unit employees will have all of their accumulated vacation hours placed into their RHSP account upon their retirement.

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**

In recognition of unit employees 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**

1. 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.
2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be a very important part of a unit employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

**B. Sick Leave Accumulation Plan**

1. Employees shall accrue eight (8) hours sick leave for each major portion of a month worked in a calendar year.

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2. The maximum sick leave hours which can be accumulated each calendar year shall be ninety-six (96) hours.
3. For each month, or more than 50% portion thereof, during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed a sick leave of absence with full pay for eight (8), nine (9), ten (10), or twelve (12) hours, depending upon such employee's assigned work schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy. Said amount of sick leave hours shall be debited in full from the affected employee's sick leave accrual bank.
4. 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 unit employee reinstated. Unit employees reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

### C. Limitations

1. Sick leave shall not be accrued for time during which 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.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. A unit employee shall not be permitted to return to duty until examination by Employee Health Services or a physician approved by the City and must be found to be sufficiently recovered from such illness or injury. The City may deny a release from a physician and send employee to a City approved physician. The City reserves the right to send a unit employee for examination to verify medical release prior to authorizing the employee to return to work.
4. A unit employee with an absence of five (5) full working days or less may return to duty without such examination, approval, and finding when permitted by management as outlined in this section.
5. Any illness or injury extending more than five (5) full working days for unit employees must be verified by a physician or Employee Health Services.
6. Unit employees re-employed from a lay-off list shall have all previously accrued sick leave credit added to their accumulated sick leave balance.

**D. Department Notification**

1. Unit employees 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 providing 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.

**E. Misuse of Sick Leave**

No unit employee 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 will be taken, which could include dismissal from the City.

**F. Use of Accumulated Sick Leave**

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. Transfer to the employee's RHSP account as set forth in Article Four.

**G. Family Care Leave with Pay - Utilize Sick Leave**

1. **Definition**

Family care leave shall be defined as whenever the unit employee's presence with the family is needed because of illness or medical conditions with their spouse or family.

2. **Sick Leave With Pay**

- a. Unit employees may, upon request, be granted in each calendar year up to a maximum of forty-eight (48) sick leave hours.
- b. Family illness leave and such time taken shall be charged against the unit employee's accumulated sick leave.

3. **Facts Justifying Absence**

Management must be furnished reasonable evidence of the illness.

4. **Family**

Family shall mean spouse, employee's child, including stepchild, parent or spouse's parents, registered domestic partner as defined by State law, or any other relative residing in the same household as employee.

**I. Additional Leave Without Pay**

Additional leaves of absence without pay on account of illness or injury may be granted in the same manner and for such period of time as is provided in the case of other leaves of absence without pay, as set forth in this article or as provided by the City's Family and Medical Care Leave Policy.

**VI. BEREAVEMENT LEAVE**

**A. Definition**

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.

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**B. Leave With Pay**

Such unit employee may be granted bereavement leave with full pay not to exceed a total of three working days per occurrence as approved by department management.

**C. Facts Justifying Absence**

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**

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

**VII. WORKERS' COMPENSATION**

**A. Workers' Compensation Leave**

Unit employees compelled to be absent from duty because of injury or illness arising out of and in the course of employment occurring on or after July 1, 1999, shall receive a paid leave of absence not to exceed three hundred twenty (320) hours (8 weeks).

**B. Temporary Disability**

1. If a unit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, such unit employee may elect to supplement statutory disability payments with any accumulated sick leave, compensation time 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 unit employee uses paid leave to augment full salary 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**

1. After a unit employee exhausts all the benefits they are eligible for in Article Five, Sections VII, A and B, and the employee continues to be

## ARTICLE FIVE

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. Unit employee 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**

If a unit employee has exhausted his/her benefits under Article Five, Sections VII. 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**

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**

1. When a unit employee 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.

VIII. **JURY DUTY**

A. **Notification/Summoned**

Any unit employee 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.

B. **Accommodation of Jury Leave**

The unit employee'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 Duty Call-In**

Unit employees 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.

D. **Jury Duty Stand-by**

Unit employees placed on jury duty stand-by will immediately notify supervisors of stand-by status so accommodations can be made.

E. **Jury Fees**

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

F. **Jury Time Extension**

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

IX. **MILITARY LEAVE**

A. **Eligibility**

1. Military leave of absence with pay shall be granted to permanent unit employees who have been employed with the City for one year or more when called to active military duty. Such time shall include hourly employment which immediately precedes the employee's appointment to a permanent classification.

**ARTICLE FIVE**

- 2. Unit employees with less than one year shall receive military leave of absence without pay.
- 3. Military leave with pay shall not be granted to unit employees on weekend assignment or advance party on weekend assignment and inactive duty training.

**B. Length of Military Leave with Pay**

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

**X. OTHER LEAVES - WITHOUT PAY**

**A. Leave of Absence Without Pay - Up to 7 Days**

The Department Head may grant a leave of absence without pay to unit employees for periods up to seven (7) calendar days in any month.

**B. Leave of Absence Without Pay - Excess of 7 Days**

The Department Head may grant leaves of absence without pay to unit employees 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 6 Months**

Any unit employee 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, if applicable.

**E. Limitations**

- 1. Unit employees 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.
- 2. Unit employees eligible for unpaid leave under the Family and Medical Care Leave Policy may elect to use such leave concurrent with accrued

paid leaves.

**XI. VOLUNTARY FURLOUGH**

- A.** 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:
1. Unit employees participating in the voluntary furlough program shall continue to receive full leave accruals and health benefits.
  2. Unit employees participating in the voluntary furlough program shall work a minimum of seventy-five percent (75%) of the month.
  3. Voluntary furlough leave may be taken in increments of one hour or more.
  4. The voluntary furlough will be coordinated in three (3) month blocks, commencing either the 1<sup>st</sup> or 16<sup>th</sup> of the month. The furlough may be renewed/extended at the conclusion of the three (3) month period, at the request of the employee and upon approval of management.
  5. 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.
  6. 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.
  7. Overtime will not be paid unless the unit employee actually works in excess of forty (40) hours in the designated work week. Hours worked beyond the employee's revised (furloughed) work schedule, but less than forty (40) hours in the designated work week shall be paid at straight time.
  8. Unit employees participating in the voluntary furlough program shall not be required to exhaust all paid leaves prior to taking voluntary furlough leave.
  9. Furlough days will not alter a unit employee's date of hire, length of service, seniority or step increase advancement.
  10. 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.

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- 11. 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**

**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 hourly increments based on current benefit accrual rates.

**B. Example**

A unit employee who works a 12-hour shift work schedule accrues sick leave time at the rate of eight (8) hours per month, and if they take a sick leave day, they shall be debited 12 hours from their sick leave accrual.

**C. Leave of Absence - Family and Medical Care Leave**

Unit employees requesting unpaid Family and Medical Care Leave will be granted leave pursuant to the City's Family and Medical Care Leave Policy.

ARTICLE SIX

7-DAY WORK PERIOD – 12-HOUR WORK SCHEDULE

VERDUGO FIRE COMMUNICATIONS CENTER

**I. WORK SCHEDULE - FIRE COMMUNICATIONS**

This Article describes the work schedule, administration of leave benefits, overtime, meal and rest periods, and other related provisions covering the unit employees in the Verdugo Fire Communications Center, and is in lieu of other such provisions as set forth in this agreement.

**A. 7-Day Work Period - Beginning/Ending**

The seven (7) day work period shall begin on Sunday at 0630 hours and end on the following Sunday at 06299 hours, subject to changes by management, after prior notification, based on operation needs of the Fire Department.

**B. 7-Day work Period - Fixed and Regularly Recurring**

The work period shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

**C. Forty-Two (42) Hour Work Week Schedule**

1. **ROTATING SCHEDULE** - Fire Communications Operators, Senior Fire Communications Operators and Fire Communication Shift Supervisors assigned to work the rotating forty-two (42) hour work week schedule shall work a rotation consisting of two (2) consecutive day shifts (0630-1830) with 24 hours off, and two (2) consecutive night shifts (1830-0630) with four days off.
3. **NON-ROTATING SCHEDULE** - Fire Communications Operators, Senior Fire Communications Operators and Fire Communication Shift Supervisors assigned to work the non-rotating forty-two (42) hour work week schedule may work four (4) consecutive day shifts such as, but not limited to 0630-1830, with four (4) days off or three (3) consecutive day shifts such as, but not limited to 0630-1830 one (1) work week with four (4) days off and four (4) consecutive day shifts such as, but not limited to 0630-1830 the following work week with three (3) days off.
4. **EIGHT WEEK PERIOD** - This work schedule over an eight (8) week period equals four (4) thirty-six (36) hour weeks and four (4) forty-eight (48) hour weeks.

**D. Forty (40) -Hour Work Week Schedule**

Those Fire Communications Operators, Senior Fire Communications Operators and Fire Communication Shift Supervisors not assigned to work the forty-two (42) hour work week schedule may be assigned to a forty (40) hour work week schedule either five (5) days, eight (8) hours per day or four (4) days, ten (10) hours per day in any seven (7) consecutive day work period. The scheduled days and times of the forty (40) hour work schedule are subject to change by management, after prior notification, based on operational needs of the Fire Department.

**II. OVERTIME**

**A. 48-Hour Work Week**

1. A unit employee assigned to work the four (4) -day cycle (48-hour work week) shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty-eight (48) hours within the seven (7) day work period.
2. The eight (8) hours worked beyond 40 hours in the 48-hour work week shall be compensated at straight time and included in the employee's base salary.

**B. 36-Hour Work Week**

1. A unit employee assigned to work the three (3) day cycle (36 hour work week) shall be compensated at straight time at their regular rate of pay for all hours worked up to a total of forty (40) hours worked in that seven (7) day work period.
2. All hours worked in excess of forty (40) in that seven (7) -day work period shall be considered overtime and be compensated at time and one half (1-1/2) their regular rate of pay.

**C. Additional Compensation In-Lieu of Guaranteed Overtime**

Effective July 1, 1996, unit employees in the classification of Fire Communications Operator (42 hr. wk.), Senior Fire Communications Operator and Fire Communications Shift Supervisor will receive a one-time base salary increase equivalent to the amount of compensation previously earned as guaranteed overtime. The former "guaranteed overtime" provision referred to the time worked in excess of 40 hours in the four (4)-day (48-hour work week), which amounted to eight (8) hours per week, or sixteen (16) hours per month. For purposes of this agreement, this eight (8) hours worked above forty (40) during the 48-hour work week will no longer be considered overtime, and shall be compensated at straight time.

**D. More Than 12 Hours Worked in Day**

Unit employees working the four (4) day on, four (4) day off – 12-hour work schedule shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of 12 hours in a work day.

**III. SALARY ADJUSTMENT**

**A. Salary Inequity Adjustment - Fire Communications Operator**

It is understood that the classification of Fire Communications Operator received a 4.0% salary inequity adjustment effective July 1, 1996.

**B. Salary Increase In-Lieu of Guaranteed Overtime**

1. It is understood by the City and the Association that effective July 1, 1996 unit employees in the classification of Fire Communications Operator (42 hr wk), Senior Fire Communications Operator and Fire Communications Shift Supervisor received a one-time base salary increase equivalent to the amount of compensation previously earned as guaranteed overtime.
2. This former "guaranteed overtime" provision referred to the time worked in excess of 40 hours in the four (4)-day (48 hour work week), which amounted to eight (8) hours per week, or sixteen (16) hours per month.
3. For purposes of this agreement, this eight (8) hours worked above forty (40) during the 48-hour work week will no longer be considered overtime, and shall be compensated at straight time.
4. This salary adjustment in-lieu of guaranteed overtime shall be added to the salary range of the Fire Communications Operator after the salary inequity adjustment of 4.0% has been applied, as set forth in Article Six, Section A above.

**IV. HOLIDAYS**

**A. Holiday Leave Hours**

Unit employees working in Fire Communications are eligible for 106 holiday leave hours per calendar year.

**B. Eligibility**

This holiday time shall be granted as follows:

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1. **Holiday-in-Lieu Pay**

Fire Communications Operators shall be paid eighty-two (82) hours annually at straight time at the employee's regular rate of pay prorated per calendar month, in lieu of holiday time off.

2. **Floating Holiday Leave**

Twenty-four (24) hours annually shall be granted as floating holidays.

3. **Total Holiday Leave**

Total Holiday Leave time including holiday in lieu pay and floating holiday leave shall not exceed 106 hours.

a. **Ten-Hour Employees**

For ten-hour (10) employees, three (3) eight-hour floating holidays are granted to provide two ten (10) -hour days with a balance of four (4) hours, which shall be taken in increments of two ten (10) -hour holidays and one four-hour segment to be taken by itself or combined with vacation time to constitute one ten-hour day.

b. **Eight-Hour Employees**

For eight (8) hour employees, three (3) eight-hour holidays are granted.

**C. APPROVAL OF FLOATING HOLIDAYS**

1. Floating holidays shall be approved at such time as is mutually agreeable to the employee and Fire Management. All other provisions of the Memorandum of Understanding on floating holidays shall continue to govern.
2. All other provisions of this agreement on floating holidays shall continue to be granted to Fire Communication Operators.

**V. TRADES**

**Maximum (Two) 2 Trades Per Month**

Qualified unit employees may request to initiate a maximum of two (2) trades per month with another qualified unit employee. This request shall be made to Fire Management, who shall have the authority to approve or deny trades based on operational necessity or staffing needs of the Fire Communication Center.

**ARTICLE SIX**

**B. Trades Repaid**

Trades must be repaid within a one (1) calendar year period from the date the trade was executed. Each trade and payback is the sole responsibility of the affected employees. The City and Fire Management are not responsible nor liable for any non-payback trades.

**C. Limitations**

1. Trades can only be made between the unit employees who work the same hourly schedule: 12-hour with 12-hour unit employee; 10-hour with 10-hour unit employee; 8-hour with 8-hour unit employee.
2. Trades can only be made between unit employees who share the same classification series, unless approved by management.

**VI. COMPENSATORY TIME – REQUEST TO USE COMP TIME**

**A. Requests to use Comp Time**

Requests for the use of compensatory time shall be made to Fire Management, who shall have the authority to approve or deny its use based on operational consideration and the needs of the Center.

**B. Comp Time Use Analysis – January 2012**

Recognizing the City's stated desire to control overtime expenditures within the Verdugo Fire Communications Center through reduction in the usage of comp time, the City and Association agree to work jointly toward achieving this end over the course of the 2011/12 fiscal year. The City and Association agree to meet as closely as practicable following January 1, 2012 to analyze comp time usage for the first half of the 2011/12 fiscal year. Based upon the information then received, either party has the option of reopening the meet and confer process and making proposals for changes in the terms and conditions of employment related to any and all aspects of comp time usage.

**VII. LEAVE BENEFIT - 12 HOUR SHIFT WORK SCHEDULE**

**A. Accrual/Usage of Leave Benefits**

All leave benefits, sick, vacation, holiday, bereavement, or any other leaves, shall be accrued and taken in 10<sup>th</sup> of an hour increments based on current benefit accrual rates as for all other unit employees.

**B. Example**

A unit employee accrues sick leave time at the rate of 8 hours per month, and if they take a sick leave day, they shall be debited 12 hours from their sick leave accrual.

**VIII. BENEFIT ELIGIBILITY**

- A.** Unless modified, limited or excluded by this agreement, including Article Six, Fire Communications Shift Supervisors, Senior Fire Communication Operators and Fire Communication Operators are eligible for the same benefits as other unit employees.
- B.** All items covered in this Article apply only for Fire Communications Shift Supervisors, Senior Fire Communication Operators and Fire Communication Operators and any other benefits that are included in this agreement (MOU) that relate to items in this Article shall not apply to these unit employees.

**IX. CHANGES AND MODIFICATIONS TO SCHEDULE**

It is understood that management reserves the right to change and/or modify work hours, work schedules and assignments, subject to the terms and conditions of this Agreement.

ARTICLE SEVEN

WORKING CONDITIONS

I. ALCOHOL AND SUBSTANCE ABUSE

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 and Alcohol 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

A. Eligibility

The City has a Temporary Modified Work Program for temporarily disabled and convalescing unit employees. Any unit employee 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.

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**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.

**C. Application and Acceptance**

Application for the program shall be in writing by the unit employee 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.

**III. PERMANENT MODIFIED WORK PROGRAM**

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

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upon employees meeting the minimum requirements 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. PERSONAL APPEARANCE/DRESS STANDARDS**

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

ARTICLE EIGHT

GRIEVANCE PROCEDURE

I. **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 unit employees and management.

II. **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:

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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 Human Resources.

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

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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 NINE

AGENCY SHOP AGREEMENT

I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Glendale (hereinafter "City") and the Glendale Employees' Association (hereinafter "Association") as a mutual agreement regarding the procedures for the initial implementation and subsequent administration of any Agency Shop arrangement entered into by the parties as authorized by Government Code Section 3502.5 (a), (c), (d), (e) and (f) (Meyers-Milias-Brown Act) through amendments effective January 1, 2001 by Senate Bill 739.

II. PURPOSE

The City and the Association mutually understand and agree that all affected employees have the right to join or not join the Association. It is the purpose of this MOU to establish fair and equitable procedures for the determination of any Agency Shop arrangements that may be properly approved by the City employees in eligible job classifications in the unit represented by the Association and the City.

III. ELIGIBLE AND EXCLUDED EMPLOYEES

A. Excluded Employees

Pursuant to G. C. 3502.5 (e), an Agency Shop arrangement shall not apply to management, confidential or supervisory employees. Therefore, the supervisory employees who are not designated as a mid-management supervisory classification or designated "Employee Relations Confidential": employees, in the unit are excluded from any requirement to participate in an Agency Shop arrangement.

B. Identification of Included and Excluded Classes

Employees in classifications in the unit are eligible for inclusion in any Agency Shop arrangement except for employees in current and future classifications that are supervisory who are not designated as a mid-management supervisory classification or designated "Employee Relations Confidential" employees as determined by the City.

IV. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Prior Notification to Employees

Prior to the implementation of an Agency Shop provision agreement pursuant to G. C. Sec. 3502.5 (a), the parties shall notify all employees in the applicable unit of the Agency Shop agreement and shall provide sufficient information to fully

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inform all affected employees of the purpose of the agreement. This notice shall include a full disclosure of the amount of potential Association fees and service fees that will be deducted from each employees pay as a result of the implementation of an Agency Shop agreement.

### **B. Employees' Responsibilities**

Sixty (60) calendar days following the commencement of an Agency Shop arrangement pursuant to an agreement, employees shall have the choice of either becoming a member of the Association, or being a non-member and paying a service fee.

### **C. Implementation of Agency Shop**

#### **1. Notice to Employees**

Within sixty (60) calendar days of the agreement for an Agency Shop arrangement, the City will provide employees in the unit, and any employees hired thereafter into classes in the affected unit, with an authorization notice advising them that an agreement has resulted in an Agency Shop arrangement and that all employees must either join the Association, pay a service fee to the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association fees or a service fee, or a charitable contribution equal to the service fee. Affected employees shall have thirty (30) calendar days from the date they receive the form to fully execute and return it to the City.

#### **2. New Hires**

Once the Agency Shop agreement has been implemented, each newly hired unit employees shall have thirty (30) calendar days to decide whether they will pay the Association membership fee or pay a service fee only.

#### **3. Sufficiency of Employees' Earnings**

The employee's earnings must be sufficient, after all other legal and required deductions are made, to cover the amount of the dues or fees authorized. When an employee is in an unpaid status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in an unpaid status during part of a pay period, whose salary is insufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions, including health care deductions, shall have priority over dues and service fees.

**D. Employees' Rights of Conscientious Objection**

An employee who is a member of a bona fide religion, body or "sect" that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. (*"Sect" shall mean a party or body of persons who unite in holding certain special doctrines or opinions concerning religion, which distinguish them from others holding the same general religious belief.*) The employee shall be required, in lieu of periodic dues, initiation fees, or service fees, to pay sums equal to the service fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code chosen by the employee from a list of at least three (3) of these funds as designated in this agreement, Section IV E.

**E. Designation of Non-Religious, Non-Labor Charitable Funds**

Employees covered by IV. D. (above) may designate one (1) of the following three (3) non-religious, non-labor I.R.C. 501(c)(3) charitable funds to which his/her applicable payments will be paid: (1) United Way, (2) Glendale Community Foundation or (3) Salvation Army. Charitable contributions shall be made by regular payroll deductions only.

Declarations of, or applications for religious exemption and any other supporting documentation shall be forwarded to the Association within fourteen (14) calendar days of receipt by the City. The Association shall have fourteen (14) calendar days after receipt of a request for religious exemption to challenge any exemption granted by the City. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow by the City pending resolution of the challenge. The challenge shall be resolved by procedures established by the Association.

**F. Association Membership or Service Fee**

Employees shall not be required, as a condition of continued employment, to join the Association. Instead, an Agency Shop arrangement requires the employee, as a condition of continued employment, either to join the Association, or to pay a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Association.

**G. Permissible Uses of Service Fee / Chargeable Expenses**

The service fees charged by the Association's non-members covered by an Agency Shop arrangement may only encompass expenditures that are necessarily or reasonably incurred for the purpose of performing the duties of the Association in its dealings with the employer on labor management issues. Under this standard, non-member agency fee payers may be compelled to pay their fair share of the direct costs of negotiating and administering a collective

## ARTICLE NINE

bargaining agreement and settling grievances, and the expenses of activities reasonably employed to effectuate the Association's duties in representing the bargaining unit employees.

**Expenses associated with the following activities are chargeable:**

1. Gathering information in preparation for the negotiation of bargaining agreements, including gathering information from employees concerning bargaining positions.
2. Negotiating Memorandum of Understandings covering wages, hours, terms and conditions of employment.
3. Administration of ballot procedures on the ratification of negotiated agreements.
4. Public advertising of GCEA positions on the negotiation, ratification, or implementation of Memorandum of Understandings.
5. Adjusting grievances pursuant to the provisions of Memorandum of Understandings, enforcing these agreements, and representing employees in proceedings under Civil Service laws or regulations.
6. Purchasing publications used in negotiating and administering Memorandum of Understandings.
7. Paying specialists in labor law, economics, and other subjects for services used in negotiating and administering Memorandum of Understandings.
8. Membership meetings and conferences held at least in part to determine the positions of the employees on bargaining issues, contract administration, and other matters affecting wages, hours, terms and conditions of employment, including the cost of sending representatives to such meetings and conferences.
9. Internal communications which concern bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs, and other matters affecting wages, hours, and terms and conditions of employment.
10. Impasse procedures over provisions of collective bargaining agreements and the administration thereof, so long as they are legal under state law.
11. Lobbying for the negotiation, ratification or implementation of a bargaining agreement.

**ARTICLE NINE**

12. The prosecution or defense, litigation, or charges to obtain ratification, interpretation, implementation, or enforcement of negotiated Memorandum of Understanding, and any other litigation before agencies or in the courts which concerns bargaining unit employees and is normally conducted by an exclusive representative.
13. Other expenses that may be incurred for printing services related to employer/employee labor management issues.

**Expenses associated with the following activities are chargeable to the extent that they are germane to collective bargaining activity:**

1. Purchasing books, reports, and advance sheets used in activities or for purposes other than negotiating Memorandum of Understanding agreements and processing grievances.
2. Paying specialists in labor law, economics, and other subjects for services used in activities other than negotiating and administering Memorandum of Understandings, and processing grievances.
3. Membership meetings and conferences held for purposes other than to determine the positions of the employees on bargaining issues, contract administration, and other matters affecting wages, hours, and terms and conditions of employment, including the cost of sending representatives to such meetings and conferences.
4. Internal communications which concern subjects other than collective bargaining issues, contract administration, public employment generally, employee development, unemployment, job opportunities, award programs, and other matters affecting wages, hours, terms and conditions of employment.
5. Prosecution or defense of arbitration, litigation, or charges involving matters other than the ratification, interpretation, implementation or enforcement of Memorandum of Understanding or which relates to the maintenance of the Associations' institutional existence.
6. Social and recreational activities.
7. Payments for insurance, medical care, retirement, and related benefits for Association employees.
8. Administration activities and expenses allocable to Association activities and expenses for which agency fee payers are charged.

**ARTICLE NINE**

**H. Prohibited Uses of Service Fees / Non-Chargeable Expenses**

The amounts of service fees collected by the Association from non-members shall not include any expenses incurred for political action, social activities, organizing expenses or any other expenses not directly related to Association activities of representing the bargaining unit employees.

**Expenses associated with the following activities are not chargeable:**

1. Training in voter registration, get-out-the-vote, and political campaign techniques.
2. Supporting and contributing to charitable organizations, political organization, candidates for public office and initiative measures, ideological causes, and international affairs.
3. Public advertising of Associations' positions on issues other than negotiation, ratification, or implementation of Memorandum of Understandings.
4. Lobbying for purposes other than the negotiation, ratification, or implementation of a Memorandum of Understanding agreement.
5. Organizing bargaining units of employees whose wages, hours, and terms and conditions of employment have no impact, direct or indirect, upon the wages, hours, and terms and conditions of employment of employees represented by the Association.
6. Any other activities that are considered political, social or unrelated to the representation of employees by the bargaining unit.

**I. Procedure for Challenging Amount of Service Fee**

The Association agrees to assume full responsibility to ensure full compliance with the requirement laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106.Ct. 1066 (1986), and any other applicable legal authority, with respect to the constitutional rights of non-member service fee payers. Accordingly, the Association agrees to do the following:

1. Give sixty (60) calendar days advance notice to non-member service fee payers of the amount of the fee and a full explanation of the basis for the fee, including the major categories of expenses, as well as verification of same.
2. Advise non-member service fee payers of an expeditious and impartial decision-making process before an impartial decision-maker mutually selected by the parties, whereby non-member service fee payers can object to the amount of the service fee.

**ARTICLE NINE**

3. Place the amount in dispute into an escrow account pending resolution of any objections raised by non-member service fee payers to the amount of the service fee.

Any dispute concerning the amount of the service fee and/or the responsibilities of the Association with respect to service fee payers shall not be subject to appeals to the Civil Service Commission or the grievance procedures contained in a comprehensive Memorandum of Agreement between the parties.

**J. City Responsibilities for Collection of Fees**

1. The Finance Department shall cause the amount of the membership fee or service fee to be deducted from semi-monthly payroll checks of each unit employee as specified by the Association under the terms contained herein. "Membership fee" as distinct from "service fee" shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.
2. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Finance Department within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
3. The Finance Department shall also apply this provision to every permanent employee who becomes an employee of this representation unit through reassignment or transfer within sixty (60) calendar days of the effective date of said reassignment or transfer. Such deduction shall be a condition of continued employment.
4. The Finance Department will provide to the Association quarterly the name, home address, and employee number of each unit employee.
5. The Finance Department shall notify the Association within sixty (60) calendar days of any unit employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

**K. Financial Reporting Requirements of the Association**

The Association shall keep an adequate itemized record of its financial transactions and shall make available, annually to the City, the employees who are covered by an Agency Shop arrangement, within ninety (90) calendar days after the end of its fiscal year, a written review report including footnote disclosures as prepared by a certified public accountant. Such report shall include a balance sheet, operating statement, and statement of cash flow

**ARTICLE NINE**

accompanied by a certified public accountant’s review report opinion attesting to the limited audit procedures performed.

**L. Process for Rescinding Agency Shop**

An Agency Shop arrangement may be rescinded by a majority vote of all the employees in the unit, provided that:

1. A request for such a vote is supported by a petition filed with the City Employee Relations’ Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot; and
3. The vote may be taken at any time during the term of the Memorandum of Agreement, but in not event shall there be more than on vote taken during any one consecutive one-year period during the term of that Memorandum of Agreement.

**V. ASSOCIATION INDEMNIFICATION**

The Association shall indemnify, defend and hold harmless the City and its officers, managers and employees from and against any and all claims, demands, suits, causes of action, costs, injunctions, writs or other liability that may arise relating to the City’s compliance with the agency fee obligation.

**VI. ASSOCIATION DUTY OF FAIR REPRESENTATION**

An employee who pays a service fee shall be entitled to fair and impartial representation by the Association. A breach of this duty shall be deemed to have occurred if the Association’s conduct in representation is arbitrary, discriminatory, or in bad faith. Allegations by an employee or group of employees of a failure by the Association to carry out its duty of fair representation shall be filed with the Public Employees’ Relations Board (PERB).

**VII. EFFECT OF LEGISLATIVE OR JUDICIAL REVISION, REVERSAL OR INTERPRETATION**

In the event that the agency fee provisions contained in Govt. Code Sec. 3502.5 are reinterpreted, revised or reversed by action of the California Legislature or by Judicial determinations pursuant to legal challenges, this MOU shall be revised or nullified accordingly in whole or in part.

ARTICLE TEN

GENERAL PROVISIONS

**I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT**

Except as may be specifically provided for in this Agreement, or by mutual agreement in writing during the effective dates of this document, 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. PROVISIONS OF MEMORANDUM OF UNDERSTANDING**

**A. Sole and Entire Description of Memorandum of Understanding**

The provisions of this Memorandum of Understanding shall supersede all prior agreements and Memoranda of Understanding, oral or written, expressed or implied, between the parties, and shall govern the 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.

## ARTICLE TEN

### **B. Civil Service and Departmental Rules and Regulations**

1. It is understood and agreed that there exist 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.

### **V. 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.

### **VI. RESOLUTION OF IMPASSE**

Should 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.

### **VII. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be for the period of one year commencing on July 1, 2011, and terminating after June 30, 2012.

### **VIII. 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. Mutual Recommendation**

## ARTICLE TEN

This Agreement constitutes a 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 sixteenth day of August, 2011.

PARTIES TO THE AGREEMENT

GLENDALE CITY EMPLOYEES  
ASSOCIATION (GCEA)

  
\_\_\_\_\_  
Craig Hinckley, President

  
\_\_\_\_\_  
Brian Niehaus, GCEA Business  
Representative

  
\_\_\_\_\_  
Don Robie, GCEA Vice President

  
\_\_\_\_\_  
Joe Wilke, GCEA Representative

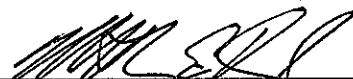
  
\_\_\_\_\_  
Gina Moore, GCEA Representative

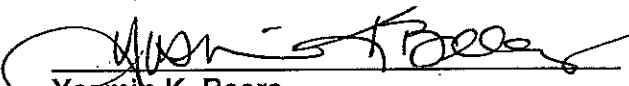
  
\_\_\_\_\_  
Kerri Zelenek, GCEA Representative

  
\_\_\_\_\_  
Gayle Stockton, GCEA Representative

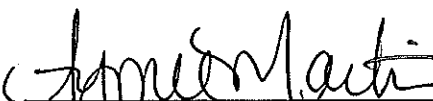
  
\_\_\_\_\_  
Cindy Edison, GCEA Representative

CITY OF GLENDALE, CALIFORNIA

  
\_\_\_\_\_  
Matt Doyle, Director of Human  
Resources

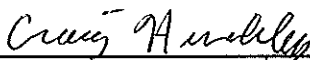
  
\_\_\_\_\_  
Yasmin K. Beers  
Assistant City Manager

  
\_\_\_\_\_  
Bob Elliot, Director of Finance

  
\_\_\_\_\_  
Aymee Martin, Sr. Human Resources  
Analyst

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
this 1st day of August, 2011.

GLENDALE CITY EMPLOYEES  
ASSOCIATION (GCEA)

  
\_\_\_\_\_  
By: Craig Hinckley, President GCEA

CITY OF GLENDALE, CALIFORNIA

  
\_\_\_\_\_  
By: James E. Starbird, City Manager

APPENDIX "A"  
CITY OF GLENDALE  
GENERAL SERVICE CLASSIFICATIONS

As of July 2011

A. DESIGNATED CLASSIFICATIONS

The following are the City of Glendale's general service classifications:

Accountant I  
Accountant II  
Accountant III  
Accounting Services Specialist  
Accounting Technician  
Administrative Assistant  
Administrative Associate  
Arborist Crew Supervisor  
Arborist Technician  
Assistant Construction Inspector  
Assistant Engineering Technician  
Assistant Environmental Technician  
Assistant IT Applications Specialist  
Assistant Parking Manager  
Assistant Programmer Analyst  
Assistant Project Manager

Book Binder/Repairer  
Bookmobile Operator  
Broadcast Production Assistant  
Broadcast Production Associate  
Building Code Specialist I  
Building Code Specialist II  
Building Inspector  
Building Repair Crew Supervisor  
Building Repairer  
Business Account Representative  
Business Transformation Associate  
Buyer

Carpenter  
Case Worker I  
Cement Worker Finisher  
Civil Engineer I  
Civil Engineering Assistant

**APPENDIX "A"**

Civil Engineering Associate  
Collections Specialist  
Community Outreach Assistant  
Community Outreach Associate  
Community Service Officer  
Community Services Coordinator  
Community Services Specialist  
Construction Inspector  
Custodial Worker  
Customer Service Assistant  
Customer Service Field Technician  
Customer Service Representative  
Customer Service Utility Representative

Data Entry Operator  
Departmental Budget Specialist  
DNA Specialist  
Duplicating Machine Operator  
Duplicating Shop Operator

Electrical Engineer I  
Electrical Engineering Assistant  
Electrical Engineering Associate  
Electrical Inspector  
Electrical Mechanic  
Electrical Mechanic Supervisor I  
Electrical Service Planner  
Electrician  
Engineering Aide  
Engineering Project Specialist  
Engineering Technician  
Environmental Inspector  
Environmental Technician  
Equipment Mechanic Helper  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Operator I  
Equipment Operator II  
Equipment Painter & Body Repairer  
Equipment Service Worker  
Equipment Welder  
Executive Secretary  
Executive Secretary (Steno)

Fire Communications Operator  
Fire Communications Shift Supervisor  
Fire Prevention Inspector

**APPENDIX "A"**

Fire Protection Engineer I  
Fire Protection Engineering Assistant  
Fire Protection Engineering Associate  
Fire Protection Specialist I  
Fire/Environmental Specialist  
Forensic Specialist

Gardener  
Graphics Illustrator

Helicopter Mechanic  
Housing Advisor  
Housing Technician  
Human Resources Technician  
HVAC Control Technician  
HVAC Inspector  
HVAC Mechanic

Information Services Associate  
Instrument Technician  
Integrated Waste Truck Operator  
Integrated Waste Worker  
Internal Audit Associate  
IT Applications Specialist

Laborer  
Legal Executive Secretary  
Legal Secretary  
Legal Systems Associate  
Librarian  
Librarian Specialist  
Library Assistant  
Library Technician  
License Investigator  
Literacy Services Coordinator  
Literacy Services Specialist I

Machinist  
Mail Services Specialist  
Maintenance Worker  
Mechanical Engineer I  
Mechanical Engineering Assistant  
Mechanical Engineering Associate  
Medical Assistant  
Meter Reader  
Motion Graphics Designer  
Motion Graphics Illustrator

Motor Sweeper Operator

Neighborhood Services Field Representative  
Neighborhood Services Field Technician  
Neighborhood Services Inspector  
Network Specialist  
Network Specialist Assistant

Office Operations Supervisor  
Office Services Secretary  
Office Services Secretary (Steno)  
Office Services Specialist I  
Office Services Specialist II  
Office Specialist I  
Office Specialist II

Painter  
Park Maintenance Supervisor  
Park Naturalist  
Parking Assistant  
Parking Meter Collector/Repairer  
PC Specialist  
PC Specialist Assistant  
Permit Services Technician  
Pesticide Applicator  
Plan Check Supervisor  
Plan Checker  
Planning Assistant  
Planning Associate  
Plumber  
Plumbing Inspector  
Police Budget & Property Supervisor  
Police Communications Operator  
Police Communications Shift Supervisor  
Police Custody Shift Supervisor  
Police Parking Enforcement Supervisor  
Police Records Shift Supervisor  
Police Records Specialist  
Power Line Mechanic  
Power Line Supervisor I  
Power Scheduler  
Principal Accounting Technician  
Principal Engineering Technician  
Principal Instrument Technician  
Production Artist  
Program Coordinator  
Program Specialist

**APPENDIX "A"**

Programmer Analyst  
Public Education Coordinator

Real Property Agent  
Recreation & Community Services Coordinator  
Resource Efficiency Advisor  
Revenue Protection Coordinator

Safety Technician  
Secretary to City Clerk  
Secretary to City Clerk (Steno)  
Senior Accounting Services Specialist  
Senior Accounting Technician  
Senior Building Inspector  
Senior Building Repairer  
Senior Buyer  
Senior Construction Inspector  
Senior Custodial Worker  
Senior Customer Service Field Technician  
Senior Customer Service Representative  
Senior Customer Service Utility Representative  
Senior Data Entry Operator  
Senior Electrical Service Planner  
Senior Engineering Technician  
Senior Environmental Technician  
Senior Equipment Mechanic  
Senior Fire Communications Operator  
Senior Fire Prevention Inspector  
Senior Fire/Environmental Specialist  
Senior Forensic Specialist  
Senior Gardener  
Senior Information Services Associate  
Senior Instrument Technician  
Senior IT Applications Specialist  
Senior Meter Reader  
Senior Neighborhood Services Inspector  
Senior Network Specialist  
Senior Office Services Specialist  
Senior Office Specialist  
Senior Park Naturalist  
Senior Parking Meter Collector/Repairer  
Senior PC Specialist  
Senior Survey Technician  
Senior Telecommunications Technician  
Senior Traffic Painter  
Senior Tree Trimmer  
Senior Wastewater Maintenance Worker

**APPENDIX "A"**

Senior Wastewater Technician  
Senior Wireless System Technician  
Sign Painter  
Storekeeper  
Stores Clerk  
Storm Water Specialist  
Street Crew Supervisor  
Street Maintenance Worker  
Structural Engineer I  
Structural Engineering Assistant  
Structural Engineering Associate  
Survey Party Chief  
Survey Party Chief (Licensed)  
Survey Technician  
Systems Specialist

Technical Staff Assistant  
Technical Staff Associate  
Telecommunications Technician  
Traffic Engineer I  
Traffic Engineering Assistant  
Traffic Engineering Associate  
Traffic Painter  
Transit Assistant  
Transit Field Inspector  
Tree Trimmer

Wastewater Maintenance Crew Supervisor  
Wastewater Maintenance Trainee  
Wastewater Maintenance Worker  
Water System Supervisor I  
Wireless System Technician  
Wireless Systems Technologist  
Workers Comp. Adjuster I  
Workers Compensation Technician

Yard Attendant  
Youth Outreach Service Worker

**B. CONFIDENTIAL EMPLOYEE RELATIONS CLASSIFICATIONS/POSITIONS**

The following general service classifications/positions designated as confidential for employee relations purposes per the City's Employer-Employee Relations Ordinance.

Administrative Assistant – Human Resources  
Administrative Assistant/Benefits – Human Resources  
Administrative Associate – Human Resources

**APPENDIX "A"**

Budget Associate  
Executive Secretary (Steno) - Finance & Administrative Services Department  
Executive Secretary - City Manager's Office  
Executive Secretary (Steno) - Human Resources  
Human Resources Assistant  
Human Resources Associate  
Office Operations Supervisor - Human Resources  
Office Services Secretary - City Manager's Office  
Senior Accounting Technician (Payroll Assignment) - Finance & Administrative  
Services Department  
Senior Office Services Specialist - (Benefits) - Human Resources

**C. DESIGNATING CONFIDENTIAL CLASSIFICATIONS/POSITIONS**

In addition, to the classifications/positions listed in "B" above, other positions within certain classifications may later be designated as Employee Relations confidential per the City's Employer-Employee Relations Ordinance should finding be made their positions are confidential for employee relations purposes.

**APPENDIX "B"**  
**MOU AMENDMENT**  
**BETWEEN**  
**THE CITY OF GLENDALE**  
**AND**  
**THE GLENDALE CITY EMPLOYEES ASSOCIATION (GCEA)**  
**REGARDING FLEXIBLE WORK SCHEDULES**

This MOU between the City Manager on behalf of the City of Glendale (hereinafter referred to as the "City") and by representatives of the Glendale City Employees Association ("GCEA 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 GCEA.

**Spirit of the Agreement** - It is the spirit and intent of this agreement to recognize and fulfill our collective responsibility in the City of Glendale for providing excellent service to the citizens of our community. Further we are committed to 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 GCEA. Department Heads and GCEA 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 GCEA members. Approval of flex schedules shall not be unreasonably withheld, and will be based on the following understandings/guidelines:

- 1) The GCEA and the City reaffirm the provisions of the current MOU between the City and GCEA, which provides for 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 amendment 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 GCEA and the City acknowledge that current MOU provisions permit Department Heads of the City to modify work schedules to meet service needs. If City facilities are open five (5) days per week:

GCEA \_\_\_\_\_  
CITY \_\_\_\_\_

- (a) there may be increased opportunities for employees represented by GCEA 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

Term of Agreement:

This MOU amendment shall become effective on March 15, 2004 and shall remain in effect until superseded by a new agreement approved by both the GCEA and the City of Glendale.

Ratification:

The City and Association acknowledge that this MOU amendment, which has been ratified by the GCEA membership, shall not be in full force and effect until adopted by the City Council.

This MOU amendment constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and /or resolutions be adopted accepting its provisions and affecting the changes enumerated herein relating to wages, hours, fringe benefits and other terms and conditions of employment for unit employees represented by the GCEA.

GCEA \_\_\_\_\_  
CITY \_\_\_\_\_

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