



City of Glendale – Glendale Management Association

Memorandum of Understanding

July 1, 2005 – June 30, 2009 – General Managers
July 1, 2006 – June 30, 2010 – Sworn Fire Managers
July 1, 2007 – June 30, 2011 – Sworn Police Managers

(Includes Amendment #1 – Adopted July 11, 2006)
(Includes Amendment #2 – Adopted March 27, 2007)
(Includes Amendment #3 – Adopted July 17, 2007)

ARTICLE ONE

I. **PARTIES TO MEMORANDUM OF UNDERSTANDING (All Managers)**

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

II. **GENDER (All Managers)**

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

III. **RECOGNITION (All Managers)**

A. **GMA - Recognized Employee Organization**

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

B. **Exclusions**

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

C. **Classifications Recognized**

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

D. **Categories for Purposes of This Agreement**

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

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

A. **Association and Employee Rights**

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

B. Payroll Deduction

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

C. Indemnification

The Association agrees to hold the 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 Managers hired on or after October 1, 2003 are required to participate in the City's payroll direct deposit program. Effective July 1, 2007, all Sworn Police Managers, regardless of date of hire, 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 Managers without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City's Employee Relations Ordinance as amended.

F. Association Release Time - Meeting and Conferring

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

G. Release Time - Board of Director Meeting

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

H. Release Time - Representation/Business/Recreational Issues

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

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

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 Eight, the notification provision is waived.

K. Indemnification

1. In lieu of charging a rental fee, the Association agrees to hold the City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of any Association's use, placement, installation, operation, goods, services, or 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 the City.
2. Association further agrees to reimburse the City for any costs of repair to any building space or structure provided to them by the City under the terms of this agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees related to the Association use of such facilities.

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.

V. MANAGEMENT RIGHTS AND RESPONSIBILITIES (All Managers)

A. Management Rights

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

1. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, work schedules, including call back, stand-by, and overtime, and assignments except as otherwise listed by this agreement.

2. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.
3. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.
5. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.
6. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Civil Service Rules and Regulations.
7. To determine policies, procedures, and standards for selection, training, and promotion of employees.
8. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.
9. To maintain order and efficiency in its facilities and operations.
10. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.
11. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.
12. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's divisions.
13. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.
14. To take any and all necessary steps and 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. Impact of Management Rights

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

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

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

A. Employee Conduct

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

B. Association Responsibilities

If the Association performs all of the responsibilities in good faith set forth in the Employee Relations Ordinance, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement.

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

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

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SALARIES AND COMPENSATION

I. **SALARY SCHEDULES**

All Salary Schedules for General Managers for July 1, 2005 through June 30, 2009; Sworn Fire Managers for July 1, 2006 through June 30, 2010; and for Sworn Police Managers for July 1, 2007 through June 30, 2011, are set forth in this Article.

A. **General Managers**

1. Effective July 1, 2005, all General Managers shall receive a three and one-half percent (3.50%) salary adjustment above their classification's currently assigned salary range which was in effect on June 30, 2005.
2. Effective July 1, 2006, all General Managers shall receive a three percent (3.00%) salary adjustment above their classification's currently assigned salary range which was in effect on June 30, 2006.
3. Effective July 1, 2007, all General Managers shall receive a three percent (3.00%) salary adjustment above their classification's currently assigned salary range which was in effect on June 30, 2007.
4. Effective July 1, 2008, all General Managers shall receive a three percent (3.00%) salary adjustment above their classification's currently assigned salary range which was in effect on June 30, 2008.

B. **Sworn Fire Managers**

1. Effective July 1, 2005, all Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive a three and one-half percent (3.50%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2005.
2. Effective July 1, 2006, all Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive a four percent (4.00%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2006.
3. Effective July 1, 2007, all Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive a four percent (4.00%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2007.
4. Effective July 1, 2008, all Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive a four percent (4.00%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2008.

5. **Effective July 1, 2009 – CPI Salary Adjustment (2.5% - 4.5%)**

- a. Effective July 1, 2009 through June 30, 2010, all Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive salary increases above each classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2009, as determined by the following conditions: said classifications shall receive salary adjustments based on the nearest rounded one quarter percent (.25%) increment change of the Consumer Price Index (CPI) All Urban Consumers Index (U) for the Los Angeles – Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2008 through April, 2009 to a maximum salary increase not to exceed four and one-half percent (4.5%).
- b. Should the Consumer Price Index (CPI) All Urban Consumer Index (U) for the Los Angeles – Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2008 through April, 2009 be less than two and one-half percent (2.5%), said Sworn Fire Managers shall receive a two and one-half percent (2.5%) salary adjustment in lieu of CPI.

C. **Sworn Police Managers**

- 1. Effective July 1, 2007, all Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a four percent (4.0%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2007.
- 2. Effective July 1, 2008, all Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a four percent (4.0%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2008.
- 3. Effective July 1, 2009, all Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a four percent (4.0%) salary adjustment above their classification's current assigned salary range, which was in effect on June 30, 2009.
- 4. **Effective July 1, 2010 – CPI Salary Adjustment (3.5% - 5.5%)**
 - a. Effective July 1, 2010 through June 30, 2011, all Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive salary increases above each classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2010, as determined by the following conditions: said classifications shall receive salary adjustments based on the nearest rounded one quarter percent (.25%) increment change of the Consumer Price

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Index (CPI) All Urban Consumers Index (U) for the Los Angeles – Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2009 through April, 2010 to a maximum salary increase not to exceed five and one-half percent (5.5%).

- b. Should the Consumer Price Index (CPI) All Urban Consumer Index (U) for the Los Angeles – Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2009 through April, 2010 be less than three and one-half percent (3.5%), said Sworn Fire Managers shall receive a three and one-half percent (3.5%) salary adjustment in lieu of CPI.

II. **SALARY MARKET ADJUSTMENTS**

A. **General Managers**

1. **General Unit Classifications – Effective July 1, 2005**

The 2005/2006 fiscal year budget includes funding for salary market adjustments which are above the salary adjustments granted in Section I of this article for certain classifications, as set forth in Appendix C.

2. **Market Adjustments Based on Survey – Effective March 1, 2006**

The City and Association agree to meet and confer over the findings of the comprehensive GMA salary survey conducted in December, 2004, and focus primarily on market adjustments of the classifications from that survey which had less than three valid labor market comparisons. The meet and confer will address classifications below the labor market average and will consider internal equity comparisons. The meet and confer will occur no later than January 1, 2006. The City and Association will jointly recommend salary adjustments to represented classifications and agree to implement such recommendations to be effective March 1, 2006. The total annual costs of such adjustments including benefits costs shall not exceed \$91,801.

3. **Market Adjustments – Effective March 1, 2007**

The City and Association agree that the City will conduct a salary survey of all represented General Manager Classifications to be completed by January 1, 2007. The City and Association further agree to meet and confer on the findings of the survey, and address market adjustments of classifications which are below the labor market average. The City and Association will jointly recommend salary adjustments to represented classifications which are below the labor market average, and agree to implement such recommendations incrementally, to be effective March 1 of each of the following years: 2007, 2008 and 2009. The total annual cost of such adjustments including benefits shall not exceed one-third (1/3rd) of one percent (1%) of the total salary and benefit costs for Managers, estimated to be approximately \$98,439 for March 1, 2007.

4. **Market Adjustments – Effective March 1, 2008**

The City and Association agree to meet and confer on the findings of the aforementioned January 1, 2007 survey, and address market adjustments of classifications which are below the labor market average. The City and

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Association will jointly recommend salary adjustments to represented classifications which are below the labor market average, and agree to implement such recommendations incrementally, to be effective March 1, 2008. The total annual cost of such adjustments including benefits shall not exceed one-third (1/3rd) of one percent (1%) of the total salary and benefit costs for Managers, estimated to be approximately \$101,717 for March 1, 2008.

5. Market Adjustments – Effective March 1, 2009

The City and Association agree to meet and confer on the findings of the aforementioned January 1, 2007 survey, and address market adjustments of classifications which are below the labor market average. The City and Association will jointly recommend salary adjustments to represented classifications which are below the labor market average, and agree to implement such recommendations incrementally, to be effective March 1, 2009. The total annual cost of such adjustments including benefits shall not exceed one-third (1/3rd) of one percent (1%) of the total salary and benefit costs for Managers, estimated to be approximately \$105,500 for March 1, 2009.

B. Sworn Fire Managers

No market adjustment proposed.

C. Sworn Police Managers

1. Effective July 1, 2007, all Sworn Police Managers shall receive, in addition to the adjustment provided in I-C above, salary market adjustments above their classification's current assigned salary range, which was in effect on June 30, 2007, as follows:
 - a. Assistant Police Chief: three percent (3.0%)
 - b. Police Captain: four and one-half percent (4.5%)
 - c. Police Lieutenant: three percent (3.0%)
2. Effective July 1, 2008, all Sworn Police Managers shall receive, in addition to the adjustment provided in I-C above, salary market adjustments above their classification's current assigned salary range, which was in effect on June 30, 2008, as follows:
 - a. Assistant Police Chief: two percent (2.0%)
 - b. Police Captain: four and one-half percent (4.5%)
 - c. Police Lieutenant: two percent (2.0%)
3. Effective July 1, 2009, all Sworn Police Managers in the classification of Police Captain shall receive, in addition to the adjustment provided in I-C above, a salary market adjustment of one percent (1.0%) above their classification's current assigned salary range, which was in effect on June 30, 2009.

III. SALARIES ROUNDED OFF (All Managers)

All salaries shall be rounded to the nearest whole dollar.

IV. DEFERRED COMPENSATION (All Managers)

A. 457 Deferred Compensation Program

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

B. 401(a) Defined Contribution Plan

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

C. Deferred Compensation Included in Employee Base Salary

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

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

A. Salary Steps

1. **Step 1** - shall be entry step for new Managers in all classifications in this unit.
2. **Step 2** - A Manager who receives an evaluation that 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 Manager 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 Manager 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 Manager 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.
6. **Below Standards Evaluation**
A Manager 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. All Managers so affected shall be reevaluated within six (6) months. Any employee denied a step increase shall be notified in writing of reasons for denial.

7. **Right to Hire and Appoint Above Step 1**

The City reserves the right to hire and appoint a new or promoted employee at a salary step above Step 1.

B. Effective Date of Step Increases and Extra Compensation

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

C. Right to Raise Salaries, Other Compensation and Benefits

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

D. Y-Rating

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

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

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

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

E. Base Salary

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

F. Extra Pay/Compensation

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

VI. MERIT BONUS PAY (All Managers)

A. Definition

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

B. Compensation

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

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C. Procedure

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

D. Limitations

1. Merit Bonus Pay awards are one-time payments which may be awarded at any time during the fiscal year.
2. The number of eligible Managers receiving Merit Bonus Pay may not exceed 20 % of the total number of eligible Managers Citywide.
3. As a general rule, MBP may not be awarded to an individual or a team within two consecutive years. However, consecutive year awards may be made in exceptional circumstances to an individual whose efforts have resulted in exceptional achievement of significant importance to the City while at the same time maintaining an overall outstanding performance level, or in the case of a team award, to a team that achieves outstanding results on a new project separate and apart from the project for which it received the previous year's award. Such candidates for consecutive year awards shall be evaluated on a case by case basis.
4. Because of its desired impact as a management tool, it is essential that the awarding of MBP be kept confidential between the City Manager, the Division head, the MBP recipient(s) and any other appropriate individuals involved in the process.

VII. ACTING ASSIGNMENT (All Managers)

A. Eligibility

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

B. Fulfill Responsibilities of Vacant Position

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

C. Assignment Limitations

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

D. Compensation

Upon assignment of an acting appointment, an employee will begin to earn a salary which is equal to Step 1 of the salary range of the position assigned to, but shall receive at least a salary five percent (5%) above the current base salary of

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the employee's permanent position, unless the 5% exceeds the Step 5 of the acting assignment classification. In this event the acting assignment salary range shall be Step 5 of the acting assignment classification.

E. Time Accrues Towards Salary Step Increases

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

VIII. LIMITATION ON EXTRA PAY ASSIGNMENTS (All Managers)

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

IX. UNIFORM AND EQUIPMENT MAINTENANCE ALLOWANCE

A. General Managers

General Managers in the classifications of Police Records Administrator, Police Communications Administrator, Forensic Supervisor and Police Budget and Property Administrator shall receive a uniform allowance of three hundred thirty dollars (\$330) per year. Unit employees in the classification of Jail Administrator shall receive a uniform allowance of five hundred dollars (\$500) per year. General Managers in the classifications of Fire Marshal, Assistant Fire Marshal, Fire Prevention Coordinator and Environmental Management Coordinator shall receive a uniform allowance of five hundred eighty dollars (\$580) per year. General Managers in the classification of Park Ranger Supervisor shall receive a uniform allowance of six hundred fifty dollars (\$650) per year.

Uniform allowance shall be paid in two equal installments on July 15 and January 15.

B. Sworn Fire Managers

1. Effective July 1, 2004, Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief shall receive a uniform allowance of one thousand dollars (\$1,000) per year.
2. Uniform allowance shall be paid in two equal installments on July 15 and January 15.

C. Sworn Police Managers

1. Unit employees in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a uniform cleaning and replacement allowance of one thousand three hundred eight dollars (\$1,308) per year.
2. Effective July 1, 2005, unit employees in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant shall receive a uniform cleaning and replacement allowance of one thousand four hundred dollars (\$1,400) per year.
3. Uniform allowance shall be paid in two equal installments on July 15 and January 15.

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- 4. Sworn Police Managers who have been absent for any reason from active service for any time in excess of one-half (1/2) of one (1) month shall have the monthly prorated value of the annual uniform and cleaning allowance deducted from their installment payment for each month these conditions are applicable.

D. Boot Allowance (General Managers)

- 1. General Managers in the field operation classifications designated in Section D-2 below shall receive an annual allowance to purchase boots. The footwear purchased must comply with ANSI safety standards for personal protective footwear and be appropriate for use in field operations, as approved by management.
- 2. General Managers in the classifications listed below shall receive up to one hundred fifty dollars (\$150) per year as reimbursement to purchase boots:

Electrical Line Mechanic Supervisor II
 Electrical Mechanic Supervisor II
 Electrical Operations Supervisor
 Electrical Test Supervisor
 Equipment Maintenance Supervisor
 Facilities Maintenance Supervisor
 Integrated Waste Supervisor
 Park Services Manager
 Power Plant Maintenance Supervisor
 Power Plant Mechanic Supervisor
 Power Plant Operations Supervisor
 Power Plant Shift Supervisor
 Safety Services Specialist
 Station Electrician/Operator Supervisor II
 Stores Supervisor
 Street Maintenance Supervisor
 Traffic & Parking Supervisor
 Underground Distribution Construction Supervisor II
 Urban Forester
 Water System Supervisor II
 Water System Supervisor III

3. Boot Allowance Payment – January 15th

- a. Boot allowance shall be paid to active unit employees in the above classifications once per year on the first scheduled payday immediately following the fifteenth (15th) day of January each year. There will be no pro-ration of the boot allowance for unit employees hired after January 15th of each year, nor will the unit employee be required to reimburse the City for the boot allowance should he or she fail probation.
- b. No unit employee shall be eligible to receive any payment of any allowance if such employee has for any reason been absent from

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active service or on industrial accident or sick leave or on a leave of absence without pay for any time in excess of one-half (1/2) of the twelve (12) month period immediately prior to the January 15th payment date.

X. FOREIGN LANGUAGE/SIGN LANGUAGE INTERPRETER PAY (All Managers)

A. Compensation

1. Managers assigned and authorized by the City Manager to assist Human Resources in the certification of employees for Foreign Language and Sign Language Interpreter Pay shall receive a bonus pay of eighty dollars (\$80) per month above the base salary.
2. Effective July 1, 2007, this compensation shall increase to one-hundred dollars (\$100) per month.

XI. GENERAL MANAGER'S SPECIAL PAY

A. Water System Supervisor II Stand-By

1. Stand-by Pay

General Managers in the classification of Water System Supervisor II shall receive an assignment extra pay of six hundred fifty (\$650) per month above the base salary, when assigned to stand-by assignment.

B. Water Safety Supervisor Pay

1. Water Safety Assignment

Effective September 1, 2004, the Manager of the Glendale Water & Power, Water Section, so designated by GWP management as the "Water Safety Supervisor," shall receive an assignment pay equivalent to the fourth step of the City's Safety Administrator classification.

C. Water Section License Incentive Program

1. Effective September 1, 2005, General Managers in the classifications of Water System Supervisor II, Water System Supervisor III and Water Facilities Supervisor shall receive incentive pay as follows:
 - a. Three percent (3%) extra pay for obtaining the Level 4 Distribution License (D4).
 - b. Six percent (6%) extra pay for obtaining the Level 5 Distribution License (D5).
 - c.. The above incentive pay is non-cumulative.
2. Effective April 1, 2007, General Managers in the classifications of Water Systems Operations Supervisor and Water Superintendent that obtain the State of California Department of Health Services Level 5 Distribution (D5) and the Level 2 Treatment (T2) licenses shall receive extra pay in the amount of six percent (6%) above their base salary.
3. Effective April 1, 2007, General Managers in the classifications of Civil Engineer II, Senior Civil Engineer, Principal Civil Engineer and Senior Environmental Program Specialist that pass the State of California Department of Health Services Level 3 Distribution (D3) licensing

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examination shall receive extra pay in the amount of two and one half percent (2.5%) above their base salary.

- D. **Electrical Operations Cross-Training Switching Pay – Effective June 1, 2006**
Effective June 1, 2006, General Managers in the classifications of Electrical Test Supervisor and Station Electrician/Operator Supervisor II shall receive extra pay of three percent (3%) above their base salary for obtaining cross-training to operate and switch electrical substations. This extra pay shall only apply following the completion of the cross-training program.

XII. **SWORN FIRE MANAGER'S SPECIAL PAY**

A. **Fire Department Educational Incentive Program**

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

1. **Associate Degree, 60 Units or Fire Officer Certification**
 - a. Sworn Fire Managers who possess an Associate of Arts (A.A.) or Associate of Science (A.S.) degree from an accredited college, or complete sixty (60) units of college accredited courses, or receive certification as a Fire Officer by the California Fire Marshal's Fire Service Training and Education Service, shall receive one hundred fifty dollars (\$150) per month of extra compensation above their base salary.
 - b. Effective July 1, 2009, this amount of extra compensation shall be two hundred dollars (\$200) per month above the base salary.
2. **Bachelor's Degree**
 - a. Sworn Fire Managers, who possess a Bachelor of Arts (B.A.) or Bachelor of Science (B.S.) degree from an accredited college, shall receive two hundred dollars (\$200) per month of extra compensation above their base salary.
 - b. Effective July 1, 2009, this amount of extra compensation shall be two-hundred fifty dollars (\$250) per month above the base salary.
3. **Master's Degree**
 - a. Sworn Fire Managers who possess a Master of Arts (M.A.), Master of Science (M.S.) or higher level degree from an accredited college, shall receive two hundred fifty dollars (\$250) per month of extra compensation above their base salary.
 - b. Effective July 1, 2009, this amount of extra compensation shall be three-hundred dollars (\$300) per month above the base salary.

B. Fire Department Administrative (Forty-Hour) Weekly Assignments

1. **Administrative Assignments**

Sworn Fire Managers in the classification of Deputy Fire Chief and Fire Battalion Chief who are assigned on a regular basis to forty (40) hour administrative assignment shall receive extra compensation in an amount equal to thirteen percent (13%) per month above the base salary. This compensation shall be provided for unit employees assigned to the Fire Marshal assignment, the Training assignment, the Administrative Support assignment or any other administrative (non-Operations) assignment.

2. **Limitations**

This extra compensation shall be paid only during those pay periods or portions thereof when the Sworn Fire Managers are actually assigned to administrative assignments. Said administrative assignment schedule and any change in such shall be designated by the Fire Chief.

C. Fire Department Chief Officer Certification & Command Pay

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

a. Effective July 1, 2004, Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief, who attain a California Incident Command Strike Team Leader certification shall receive two hundred twenty-five dollars (\$225) per month extra compensation above their base salary.

b. Effective July 1, 2008, this extra compensation shall be two-hundred-fifty dollars (\$250) per month above the base salary.

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

a. Effective July 1, 2004, Sworn Fire Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief and Fire Battalion Chief, who achieve and maintain either the State of California Chief Officer certification or National Fire Academy Executive Fire Officer certification shall receive four hundred fifty dollars (\$450) per month of extra compensation above their base salary.

b. Effective July 1, 2008, this extra compensation shall be five-hundred dollars (\$500) per month above the base salary.

3. **Non-Cumulative Benefit**

The benefits described above in Sections 1 and 2 are non-cumulative. Under no circumstance, shall the extra pay provisions of Sections 1 and 2 above exceed four hundred fifty dollars (\$450) per month through June 30, 2008, and five-hundred dollars (\$500) per month thereafter.

D. Fire Department Holiday In-Lieu Pay

1. **Sworn Fire Managers Operations**

Sworn Fire Managers in the classification of Deputy Fire Chief and Fire Battalion Chief, working a fifty-six (56) -hour week schedule, shall be paid twelve/twelfths (12/12) of one day per calendar month above their base

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pay, paid on a straight base fifty-six (56)-hour rate in lieu of holiday time off. For this section, a day shall be deemed to be a period of twelve (12) hours.

XIII. SWORN POLICE MANAGER’S SPECIAL PAY

A. Firearm Proficiency Pay

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

<u>Standard</u>	<u>Compensation Per Month</u>
Marksman	\$ 0.00 per month
Sharpshooter	\$12.00 per month
Expert	\$18.00 per month
Master	\$30.00 per month

B. Limitations

1. Employees shall receive this extra compensation only for the 12-month period immediately following the demonstration of proficiency as herein provided to the satisfaction of the Police Chief and the certification of such proficiency to the Director of Administrative Services.
2. The Police Chief shall determine the firearms qualifying procedure, the firearms course and the required minimum point qualification for both combat and target courses. The determination of the Police Chief on all scoring is final and conclusive.
3. The Police Chief may excuse employees from the firearms proficiency requirements and without loss of firearms proficiency pay if there is sufficient information to warrant a waiver of participation.

C. Post Educational Incentive Program

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

<u>Classification</u>	<u>Certificate</u>	<u>Monthly Compensation</u>	
		<u>Eff. 7/1/07</u>	<u>Eff. 7/1/08</u>
Police Lieutenant	Intermediate	\$625.00	\$675.00
Police Lieutenant	Advanced	\$650.00	\$700.00
Police Lt/Captain/ Assistant Police Chief	Supervisor	\$700.00	\$750.00
Police Lt/Captain/ Assistant Police Chief	Management	\$825.00	\$900.00

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<u>Classification</u>	<u>Certificate</u>	<u>Eff. 7/1/09</u>	<u>Eff. 7/1/10</u>
Police Lieutenant	Intermediate	\$725.00	\$775.00
Police Lieutenant	Advanced	\$750.00	\$800.00
Police Lieutenant/Captain/ Assistant Police Chief	Supervisor	\$800.00	\$850.00
Police Lieutenant/Captain/ Assistant Police Chief	Management	\$975.00	\$1,050.00

D. Future Increases

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

E. Police FBI/Command College Education Pay

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

a. Sworn Police Managers in the classifications of Assistant Police Chief and Police Captain who have successfully completed the FBI Academy or Command College shall receive additional compensation above the base salary as set forth below.

b. **Compensation**

Effective July 1, 2005, this extra pay shall be three hundred dollars (\$300) per month above the base salary. Such unit employees, who have successfully completed BOTH the FBI Academy AND Command College shall receive four hundred fifty dollars (\$450) per month above the base salary. Unit employees who have successfully completed only one of the two above educational programs shall continue to receive three hundred dollars (\$300) per month above the base salary.

c. **Compensation Effective July 1, 2008**

Effective July 1, 2008, this extra pay shall be three hundred and fifty dollars (\$350) per month above the base salary. Such unit employees, who have successfully completed BOTH the FBI Academy AND Command College shall receive five hundred and fifty dollars (\$550) per month above the base salary. Unit employees who have successfully completed only one of the two above educational programs shall continue to receive three hundred and fifty dollars (\$350) per month above the base salary.

d. **Compensation Effective July 1, 2010**

Effective July 1, 2010, this extra pay shall be four hundred dollars (\$400) per month above the base salary. Such unit employees who have successfully completed BOTH the FBI Academy AND Command College shall receive six hundred dollars (\$600) per month above the base salary. Unit employees who have successfully completed only one of the two above educational programs shall continue to receive four hundred dollars (\$400) per month above the base salary.

2. **Police Lieutenant Classification**

a. Sworn Police Managers in the classification of Police Lieutenant who have successfully completed the FBI Academy or Command College shall receive additional compensation above the base salary as set forth below.

b. **Compensation Effective July 1, 2007**

Effective July 1, 2007, this extra pay shall be two hundred dollars (\$200) per month above the base salary. Such unit employees who have successfully completed BOTH the FBI Academy AND Command College shall receive three hundred dollars (\$300) per month above the base salary. Unit employees who have successfully completed only one of the two above educational programs shall continue to receive two hundred dollars (\$200) per month above the base salary.

c. **Compensation Effective July 1, 2009**

Effective July 1, 2009, this extra pay shall be two hundred and fifty dollars (\$250) per month above the base salary. Such unit employees who have successfully completed BOTH the FBI Academy AND Command College shall receive four hundred dollars (\$400) per month above the base salary. Unit employees who have successfully completed only one of the two above educational programs shall continue to receive two hundred and fifty dollars (\$250) per month above the base salary.

F. **Mandatory Weekend/Holiday Staff Duty Pay**

1. Police Sworn Managers in the classifications of Assistant Police Chief and Police Captain shall receive two hundred dollars (\$200) per month above the base salary when assigned by the Police Chief to Mandatory Weekend/Holiday Staff Duty.

2. Effective July 1, 2010, Police Sworn Managers in the classifications of Assistant Police Chief and Police Captain shall receive two hundred and fifty dollars (\$250) per month above the base salary when assigned by the Police Chief to Mandatory Weekend/Holiday Staff Duty.

3. **Limitations**

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

G. Investigative Services/Traffic/SWAT Commander Assignment

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

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

XIV. RETIREMENT

A. PERS (All Managers)

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

B. Employer PERS Contribution Rate (All Managers)

Effective July 1, 2007, the City contributes 10.866% of the employee's salary for Miscellaneous employees (General Managers) and 24.172% for Safety employees (Sworn Fire Managers and Sworn Police Managers) for fiscal year 2007/2008, exclusive of overtime and reimbursement compensation. The contribution rate is established and adjusted annually for the employer by PERS Board of Administration. The City shall be solely responsible for payment of the employer contribution rate established by PERS, except as set forth in the respective employee cost-sharing provisions in Sections "F" and "J".

C. Employee PERS Contribution Rate (All Managers)

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

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

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3. 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).

D. Additional Retirement Benefits (All Managers)

1. Survivors Continuance
2. One year highest compensation
3. Post retirement survivors allowance to continue after re-marriage
4. Military buy back
5. 1959 Survivor's Benefit – Level Four
6. Unused Sick Leave Credits (Gov't. Code 20965)

E. General Managers

1. Effective July 1, 2007, the City contributes 10.866% of the employee's salary for Miscellaneous employees exclusive of overtime and reimbursement compensation.
2. General Managers (Miscellaneous employees) contribute 7.0% of their salary exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.
3. Effective upon the implementation of the PERS 2.5% at 55 retirement enhancement, (pending employee approval), the employee contribution rate shall increase to 8.0% of their salary.
4. The employee contribution rate applies to: Floating Holiday Cashout, Foreign Language Interpreter Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.
5. "2% at 55" formula, effective October 1, 1994.
6. "2.5% at 55" Formula to be adopted by the City effective no later than December 1, 2005, pending approval by vote of all miscellaneous employees.
7. Retirement Optional Settlement 2 Death Benefit (Govt. Code Section 21548) to be adopted by the City effective July 1, 2007.

F. PERS 2.5% at 55 Cost Sharing (General Managers)

1. In the event that the employer Public Employees' Retirement System (PERS) contribution rate as set forth in Section XIV-E(1) above and defined in Section XIV-F(3) below, established by PERS for the category of Miscellaneous employees of the City of Glendale, exceeds 7% of salary (see XIV-F(4) below), the City and General Managers agree that the City and the unit non-safety employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 7% of salary for the period of July 1, 2007 through July 1, 2016.

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- 2. The maximum amount General Managers will pay is not to exceed 0.5% of their salary per year beginning July 1, 2007 and each fiscal year thereafter, except as provided in Section XIV-F(5) below.
 - a. Example: July 1, 2007 to June 30, 2008 and subsequent fiscal years through fiscal year 2015/2016:

Employer PERS		
Contribution Rate	City Pays	Employee Pays
0.0% to 7.0%	All	0.0%
7.0%	7.0%	0.0%
7.5%	7.25%	0.25%
8.0%	7.5%	0.50%
9.0	8.5%	0.50%
10.0%	9.5%	0.50%
15.0%	14.5%	0.50%
16.0%	15.5%	0.50%

(Above 16.0%, see Section XIV-F(5))

- 3. 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.
- 4. Salary and Extra Pay: For the purposes of this section, “salary” means those categories of salary and PERS reportable extra pay.
- 5. PERS Rates Exceeding 16.0%: In the event that the employer PERS contribution rate exceeds 16.0% in any fiscal year beginning July 1, 2008, through July 1, 2015, the City and unit employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 16.0% in addition to the cost-sharing provisions of Section XIV-G (1 and 2) above.
 - a. Example: July 1, 2008 to June 30, 2009 and subsequent fiscal years through fiscal year 2015/2016:

Employer PERS		
Contribution Rate	City Pays	Employee Pays
16.0%	15.5%	0.5% (See E(2a))
17.0%	16.0%	1.00%
18.0%	16.5%	1.50%
19.0%	17.0%	2.00%
20.0%	17.5%	2.50%
25.0%	20.0%	5.00%
30.0%	22.5%	7.50%

- 6. In the event that at least nine (9) of the twelve (12) traditional survey cities provide an enhanced retirement benefit (e.g. 2.5% @55, 2.7% @55,

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3%@60 or others) for their non-safety Miscellaneous employees, the maximum cost sharing under this Section shall be 0.5% pursuant to the provisions of Section XIV-G (1 and 2) above.

G. “Favored Nations” Clause (General Managers)

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 XIV-F, the City will meet and confer with the Association to discuss providing the same or equivalent retirement options for GMA General Manager employees.

H. Sworn Fire Managers

1. Effective July 1, 2007, the City contributes 24.172% for fiscal year 2007/08 for Safety employees exclusive of overtime and reimbursement compensation.
2. Sworn Fire Managers (Safety employees) contribute 9.0% of their salary, exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.
3. The employee contribution rate applies to: Fire Command Pays, Fire Department Education Pay, Fire Department Administrative Assignment Pay, Fire Department Holiday-in-lieu Pay, Floating Holiday Cashout, Foreign Language Interpreter Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.
4. “3% at 50” formula, effective June 30, 2001.
5. Retirement Option Settlement 2 Death Benefit (Govt. Code 21548) effective September 1, 2002.

I. Sworn Police Managers

1. Effective July 1, 2007, the City contributes 24.172% for fiscal year 2006/2007 for Safety employees exclusive of overtime and reimbursement compensation.
2. Sworn Police Managers (Safety employees) contribute 9.0% of their salary, exclusive of overtime and reimbursement compensation. This employee contribution rate is governed by State legislation.
3. The employee contribution rate applies to: Police Command Pay, Firearm Proficiency Pay, POST Education Pay, Police Mandatory Weekend/Holiday Staff Duty Pay, Police Floating Holiday Cashout, Foreign Language Interpreter Pay and Uniform Allowance, or other special pays as defined by PERS, where applicable.
4. “3% at 50” formula, effective June 30, 2001.
5. Retirement Option Settlement 2 Death Benefit (Govt. Code 21548). Effective no later than January 1, 2005.

J. **PERS 3% at 50 Cost-Sharing – Sworn Fire Managers and Sworn Police Managers**

1. In the event that the employer Public Employees’ Retirement System (PERS) contribution rate set forth in Section XIV. Subsection B. established (by PERS) for the category of public safety employees (Police and Fire) of the City of Glendale exceeds 4% of salary set forth in Section XIV. Subsection B., the City and unit employees agree that the City and the unit public safety employees shall pay equal amounts (50/50) of any employer PERS contribution rate in excess of 4% of salary for the period of July 1, 2003 through July 1, 2012.

2. The maximum amount a unit employee will pay is not to exceed 1.5% of base salary annually during the life of the benefit through 2012. For Sworn Fire Managers, effective July 1, 2006, the maximum amount a unit employee will pay is not to exceed 1.5% of PERSable salary, annually during the life of the benefit through 2012.

3. **Examples**
The following examples illustrate this agreement between the City and GMA:

a. **Employee Contribution Example**

<u>EMPLOYER PERS CONTRIBUTION RATE</u>	<u>CITY PAYS</u>	<u>EMPLOYEES PAY</u>
1.0%	1.0%	0.0%
2.0%	2.0%	0.0%
3.0%	3.0%	0.0%
4.0%	4.0%	0.0%
 <u>PAY 50/50 IN EXCESS OF 4%</u>		
5.0%	4.5%	0.5%
6.0%	5.0%	1.0%
7.0%	5.5%	1.5%
8.0%	6.5%	1.5%
10.0%	8.5%	1.5%
20.0%	18.5%	1.5%
30.0%	28.5%	1.5%
40.0%	38.5%	1.5%

(Maximum amount of 1.5% to be paid by unit employees annually through 2012)

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b. Employee Deduction Example – Per Year

Year	Salary – Example only. Not actual	Employee Contribution Rate	Amount Employee Pays Annually
2003/04	\$100,000	.906%	\$906
2004/05	\$100,000	1.5%	\$1,500
2005/06	\$100,000	1.5% (example only)	\$1,500
2006/07	\$100,000	1.5% (example only)	\$1,500
2007/08	\$100,000	1.5% (example only)	\$1,500
2008/09	\$100,000	1.5% (example only)	\$1,500
2009/10	\$100,000	1.5% (example only)	\$1,500
2010/11	\$100,000	1.5% (example only)	\$1,500
2011/12	\$100,000	1.5% (example only)	\$1,500

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WORK PERIODS, SCHEDULES AND OVERTIME

I. **FLSA EXEMPT (All Managers)**

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

II. **OVERTIME COMMITTEE (All Managers)**

The City and Association agree to form a committee of Executives and Association representatives to review management workload issues. While the City is not receptive to additional overtime pay, the committee could review other options such as flexible work schedules, work assignment options, review of current Management Leave/Merit Bonus Pay programs, and other options.

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

A. **Benefit - Not Right (All Managers)**

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

B. **Meal Time (All Managers)**

1. **One Hour Meal Break**

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

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

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

- a. Service to the public, accomplishment of the City's operational mission and the staffing and work needs of the employees, co-workers and supervisor will take precedence over any one-half (1/2) -hour lunch requests.
- b. All such requests when granted, shall be considered temporary in nature and subject to revocation by the supervisor at any time.

- 3. Employee personal obligations may be considered in one-half (1/2) -hour meal break requests; however, in granting such requests, first consideration will be given to those employees who have urgent personal

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emergency concerns such as serious documentable dependent care problems or ridesharing obligations.

C. General Managers

1. Activities Not Considered Time Worked

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

- a. Meal breaks.
- b. Leave of absence taken without pay.
- c. Travel time to work and returning home in either personal or City vehicle.
- d. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
- e. Off-duty travel to training sites and returning home, except as provided elsewhere in this agreement.
- f. Off-duty time spent on court stand-by time, except as provided elsewhere in this agreement.
- g. Any time not authorized as work time.
- h. Any time spent in and related to pursuit of a formal education degree.
- i. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

D. Sworn Fire Managers

1. Activities Not Considered Time Worked

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

- a. Meal breaks.
- b. Leave of absence taken without pay.
- c. Travel time to work and returning home in either personal or City vehicle.
- d. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
- e. Off-duty travel to training sites and returning home, except as provided elsewhere provided in this agreement.
- f. Off-duty time spent on court stand-by time, except as provided elsewhere provided in this agreement.
- g. Any time not authorized as work time.
- h. Any time spent in and related to pursuit of a formal education degree.
- i. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

E. Sworn Police Managers

1. Activities Not Considered Time Worked

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

- a. Meal breaks.
- b. Leave of absence taken without pay.
- c. Travel time to work and returning home in either personal or City vehicle.

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- d. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.)
- e. Off-duty travel to training sites and returning home, except as set forth in the Police Management Work Periods, Schedules and Overtime Agreement (Appendix B).
- f. Off-duty time spent on court stand-by time, except as set forth in the Police Management Work Periods, Schedules and Overtime Agreement (Appendix B).
- g. Any time not authorized as work time.
- h. Any time spent in and related to pursuit of a formal education degree.
- i. Any time spent by employees in accomplishing voluntary or mandatory Employee Assistance Rehabilitation Program (EAP).

IV. WORK SCHEDULES

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

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

- 1. **5/40 Work Schedule** The 5/40 schedule shall consist of a forty (40) work hour week schedule consisting of five (5) eight (8) hour paid work days in a seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.
- 2. **9/80 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 an eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods as assigned by management.
- 3. **4/40 Work Schedule** 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. **Police Sworn Managers Work Schedule:** The City and Association agree to reopen the meet and confer process upon the initiation by management of any 3/12 program for patrol watch commanders or expansion of the 9/80 program.

B. City Work Schedules (Sworn Fire Managers)

- 1. **24-Hour Shift Schedule**
Sworn Fire Managers assigned to work the 24-hour work shift shall begin at 0730 hours and terminate work at 0730 hours the following day.
- 2. **40-Hour Work Week Schedule**
Sworn Fire Managers assigned to work the 40-hour work week shall be assigned daily starting and terminating work time approved by Fire Management.

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

The City and GMA agree to meet and confer to consider modification to the start and ending time of the work shift schedule for the Operations (56-hour) shift, should other Tri-City (Burbank and Pasadena) or Area C agencies modify their work schedules during the term of the MOU.

C. **Telecommuting (All Managers)**

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

D. **Flexible Work Schedules (All Managers)**

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

V. **TIME WORK INCREMENTS (All Managers)**

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

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

<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
57-60 minutes	1.0 hour

B. **Increments Over One Hour**

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

VI. **OVERTIME DEFINITIONS**

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

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

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

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

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

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

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

C. Court Time (All Managers)

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

D. Overtime (Sworn Fire Managers)

1. Operations Assignment

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

2. Administrative Assignment

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

E. Overtime (Sworn Police Managers)

1. Definitions & Other Provisions

Overtime definitions and other provisions relating to work periods and schedules for Sworn Police Managers are set forth in the Police Management Work Periods, Schedules and Overtime Agreement (Appendix B). The Police Management Work Periods, Schedules and Overtime Agreement may be amended following meet and confer with the association.

2. Court Time

Travel time to work and returning home shall not be counted as time worked, except as provided for in the Management Work Periods, Schedules and Overtime Agreement (Appendix B).

VII. **OVERTIME COMPENSATION RATE**

A. **Regular Overtime Payment (All Managers)**

1. For those Managers eligible for overtime, overtime shall be paid in cash or compensatory time at one and one-half (1- 1/2) time the employee's regular hourly rate of pay.

B. **Stand-By Assignment - Glendale Water & Power (General Managers)**

1. **Payment**

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

2. **Water Assignment Pay**

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

C. **Stand-by Assignment Limitations**

1. **Limitations**

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

2. **Non-Work Time**

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

3. **Full and Entire Compensation**

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

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

1. General Managers of Glendale Water & Power Department – Electrical and Water Division field operations in the classifications of Electrical Line Mechanic Supervisor II, Electrical Mechanic Supervisor II, Station Electrician/Operator Supervisor II, Underground Distribution Construction Supervisor II, Electrical Test Supervisor, Water System Supervisor II, Water System Supervisor III and Water Facilities Supervisor shall be compensated at double (2 times) the employees' regular hourly rate of pay for all overtime work assigned, both scheduled and unscheduled on Sundays. This double time overtime applies only during the hours assigned between 12:00 a.m. and 11:59 p.m. on Sundays. Any portion of a work assignment falling outside of these hours shall revert to either straight time pay or time and one-half pay, as provided by this agreement.

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- 2. Unit employees while on standby assignment, and then assigned to work Sunday overtime, cease receiving standby pay upon assignment to this overtime assignment.
- 3. This double time payment shall only apply to overtime work and shall not apply to work and crews which are normally scheduled to work on Sundays.

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

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

VIII. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT

A. Eligibility (All Managers)

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

B. Conversion (All Managers)

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

Example:	<u>Overtime Worked</u>	<u>Comp. Time Conversion</u>
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.

C. Maximum Accumulation

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

- 1. **General Managers**
May accumulate up to a total of 94 compensatory hours.
- 2. **Sworn Fire Managers**
May accumulate up to a total of 72 hours compensatory hours.
- 3. **Sworn Police Managers**
May accumulate up to a total of 144 hours compensatory hours.

D. Use of Compensatory Time (All Managers)

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

E. Pay Out - Compensatory Time

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

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

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

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

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

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

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

Sworn Police Managers who change classification, shall either:

- a. Have all of their accumulated compensatory time paid off at their current classification regular rate of pay; or
- b. Convert all of their accumulated compensatory time at their current classification regular rate of pay, and transfer full dollar value on a pro-rated equivalent basis to their new classification compensation time bank.
- c. For example: if a Police Lieutenant is promoted to Police Captain and has 100 hours at \$40.00 per hour, the City would either pay the Police Lieutenant \$4,000; or the newly promoted Police Captain, who is now making \$50.00 per hour would have their new comp time bank converted to 80 hours.

IX. EMERGENCY OVERTIME REQUIREMENT (All Managers)

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

ARTICLE FOUR
FRINGE BENEFITS

I. **FRINGE BENEFITS ADMINISTRATION PROVISION (All Managers)**

A. **Administration**

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

B. **Selection and Funding**

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.
2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible Managers and retirees. In such case, employees and retirees will be required to enroll in Medicare to be eligible to participate in other City medical plans.
3. The City shall pay all of its portion of the medical insurance premium for any portion of the month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.

C. **Changes**

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

D. **Limitations – Leave of Absence Without Pay**

1. The City shall not pay any costs for any fringe benefits provided in this agreement for any person who is on leave of absence without pay for more than 50% of the payroll period unless the affected employee is qualified under the Family and Medical Care Leave Policy.
2. The employee shall be notified and billed for the monthly insurance premium by the City.
3. For an employee qualified under the City's Family and Medical Leave Policy, the City shall continue to pay the City's portion of the medical insurance premiums as set forth in this article of this agreement, not to exceed that required by law.

E. **Employee Changes in Benefit Coverage**

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

II. MEDICAL INSURANCE (All Managers)

A. Medical Insurance – Effective June 1, 2007

Effective June 1, 2007, all Managers shall contribute the following amounts towards the monthly medical insurance premiums for employees and qualified dependents who elect to enroll in either the group Indemnity PPO medical plan, or HMO medical plans. The City shall pay the remaining portion of the monthly medical insurance premiums.

Prudent Buyer Indemnity PPO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$ 22.84	\$344.31
b. Employee plus one dependent	\$ 64.06	\$875.84
c. Employee plus two or more dependents	\$ 89.34	\$1,243.43

California Care – HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$ 33.98	\$278.92
b. Employee plus one dependent	\$ 75.24	\$581.83
c. Employee plus two or more dependents	\$ 105.82	\$832.81

CIGNA HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$ 32.14	\$327.53
b. Employee plus one dependent	\$ 68.86	\$642.61
c. Employee plus two or more dependents	\$ 93.90	\$860.05

KAISER HMO Plan

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$ 20.22	\$279.09
b. Employee plus one dependent	\$ 40.58	\$558.04
c. Employee plus two or more	\$ 57.22	\$789.83

B. Medical Insurance 90/10 Split - Effective June 1, 2006

Effective June 1, 2006, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2006. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.

- C. **Medical Insurance 90/10 Split - Effective June 1, 2007**
Effective June 1, 2007, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2007. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.
- D. **Medical Insurance 90/10 Split - Effective June 1, 2008**
Effective June 1, 2008, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2008. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.
- E. **Medical Insurance 90/10 Split - Effective June 1, 2009**
Effective June 1, 2009, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2009. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.
- F. **Medical Insurance 90/10 Split - Effective June 1, 2010**
Effective June 1, 2010, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2010. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.
- G. **Medical Insurance 90/10 Split - Effective June 1, 2011**
Effective June 1, 2011, the City shall pay 90% of any medical insurance premium increase, with the employee paying the remaining 10% of any increase that is effective June 1, 2011. Should the medical insurance premium decrease, the City and employee shall receive premium reductions in the same 90/10 proportion.
- H. **Medical Insurance Plan Improvements – Meet and Confer**
Effective June 1, 2006, the City and Association agree to meet and confer over the payment of any premium cost increases due to new medical plan improvements and/or plan design changes in the medical insurance plan, for benefits provided solely for employees represented by the Glendale Management Association, and not provided for any of the existing non-management bargaining units (GCEA, GPOA and GFFA).
 - 1. It is agreed that GMA members will pick-up 100% of the cost increase for the enhanced PPO prescription plan (\$10 generic; \$20 non-generic; no deductible) which took effect June 1, 2005. The 100% cost pick-up becomes effective July 1, 2005. Future modifications to cost sharing regarding this benefit shall be subject to the meet and confer process as described in the above section F.

I. Medical Insurance - Indemnity Plan Coverage

1. Plan Premium Rate

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

2. Coverage

The indemnity plan coverage shall include the following coverage:

- a. One common plan;
- b. Out of pocket stop loss per individual \$2,000/\$4,000;
- c. Deductible In-Network: \$200 per individual not to exceed aggregate total of \$400 per employee and dependents; Deductible Out-of-Network: \$400 per individual not to exceed aggregate total of \$800 per employee and dependents;
- d. No deductible is applied to special accident benefits;
- e. No Pre-authorization for hospitalization and outpatient services.
- f.
 - 1) All charges other than an office visit in the designated PPO Network shall be covered at 90% subject to the annual deductible.
 - 2) All office visits are \$10 and are not subject to a deductible.
 - 3) All charges outside designated PPO Network shall be covered at 70% subject to the annual deductible. Effective June 1, 2006, all charges outside designated PPO Network shall be covered at 60% subject to the annual deductible.
- g. Maternity benefits for employees and dependent spouses;
- h. Mental and nervous (mental health care) benefits shall be included in the indemnity insurance plan and paid the same as other illnesses.
- i. Home health care plan;
- j. Preferred Provider Option (PPO);
- k. Medical case management;
- l. Nursery care for newborn infants;
- m. Prescription Drug Card Program (ten dollars (\$10.00) co-pay for generic drug prescriptions and twenty dollars (\$20.00) co-pay for non-generic drug prescriptions); no deductible.
- n. \$5,000,000 lifetime plan maximum.

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

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

K. 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 the City's Personnel Division. All benefit descriptions included herein are subject to the

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

L. Paid Industrial Leave - Medical Insurance Premium

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

M. Meet and Confer - Medical Premium Increases

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

III. MEDICAL INSURANCE - RETIRED EMPLOYEES

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

1. Purpose

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.

2. Sick Leave Conversion Rate

Retiring City employees shall have each eligible hour of accrued unused sick leave hours converted at the rate of twenty-eight dollars (\$28.00) per hour which will be placed in each employee's individual Retired Health Savings Plan (RHSP) effective the employee's official date of retirement.

3. Future Increases in Sick Leave Conversion Rate

The City shall pay a sick leave conversion rate equal to two dollars (\$2.00) per hour more than the highest retiree hourly conversion rate paid to any other recognized employee organization.

4. Eligibility Limitations

a. Managers who retire from the City of Glendale or terminate employment after twenty (20) years or more of service to the City of Glendale shall be eligible to participate in the Retiree Health Savings Plan (RHSP) and have their sick leave hour conversion amounts deposited into said RHSP account.

b. Managers must have their unused accumulated vacation leave and compensatory leave paid at the current base rate of pay to the employee's RHSP account upon retirement subject to IRS regulations.

c. Active Managers must transfer unused accumulated compensatory time in excess of the limit set forth in this

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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 to continue on the City's medical plan or terminate the medical plan coverage.

B. Employee Voluntary Contributions to RHSP Account (All Managers)

Effective no later than October 15, 2004, procedures shall be in place to enable Managers the ability to make voluntary contributions to their respective RHSP accounts. Managers, who choose to participate, shall designate amounts in increments of either 2%, 5%, 8%, 11% or 15% of their pay to defer to their respective RHSP account. Participation in this program shall be voluntary and at the discretion of the Manager.

C. RHSP Seniority Contributions – (Sworn Fire and Police Managers)

Sworn Fire and Police Managers in the classifications of Assistant Fire Chief, Deputy Fire Chief, Fire Battalion Chief, Assistant Police Chief, Police Captain, Police Lieutenant, at the commencement of their twenty-fifth (25th) year of full-time salaried service with the City of Glendale, shall receive a one-hundred fifty dollars (\$150) per month contribution toward their RHSP account.

D. RHSP Seniority Contributions – (Sworn Police Managers)

Effective July 1, 2008, Sworn Police Managers in the classifications of Assistant Police Chief, Police Captain and Police Lieutenant, at the commencement of their twentieth (20th) year of full-time salaried service with the City of Glendale, shall receive a two hundred fifty dollar (\$250) per month contribution toward their RHSP account. This contribution to Police Sworn Managers is non-cumulative to the benefit provided above in Section III-C. Upon implementation of this benefit, the aforementioned contribution in Section III-C will cease for Police Sworn Managers.

IV. MEDICARE (All Managers)

A. Retired Employees - Eligible for Medicare

Retired Managers 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.

B. Retired Employees - Medicare

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

V. DENTAL INSURANCE (All Managers)

A. Dental Insurance Plan

1. **Dental Carrier**
Three plans are available from Guardian Insurance: PPO – High Option; PPO – Mid-Level "Buy-Up"; and DMO - MDC-G90.
2. **PPO – High Option Dental Plan**
The City shall pay up to a maximum of \$102.06 for the PPO dental plan per month per employee for a dental plan for employees and their qualified dependents.
3. **PPO – Mid-Level "Buy-Up" Dental Plan**
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 - MDC-G90 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, 2007**
Effective June 1, 2007, the following are the City and employee contributions for Dental Plans.

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	Employee Monthly Contribution	City Monthly Contribution
<u>PPO- High Option</u>		
a. Employee	\$0	\$ 39.26
b. Employee plus one dependent	\$0	\$ 66.74
c. Employee plus two or more dependents	\$0	\$102.06
<u>PPO- Mid-Level “Buy-Up”</u>		
a. Employee	\$15.66	\$ 16.58
b. Employee plus one dependent	\$24.43	\$ 30.37
c. Employee plus two or more dependents	\$37.46	\$ 46.36
<u>DMO-MDC-G90</u>		
a. Employee	\$0	\$ 16.58
b. Employee plus one dependent	\$0	\$ 30.37
c. Employee plus two or more dependents	\$0	\$ 46.36

B. Premium Increases

Any premium increases on the PPO-High Option Plan or DMO-MDC-G9 dental plans that occur during the term of this agreement shall be paid by the City.

C. Dental Plan Limitations

The following limitations apply to the respective dental plans:

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

2. **DMO & PPO Mid-Level “Buy-Up” Dental Plan**
 - a. Managers covered under the HMO medical plan are restricted to dental coverage under the DMO dental plan or to “buy-up” to the PPO-Mid-Level Plan.

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

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

D. Retired Employees – Dental Plans

1. Retirees shall be permitted to participate in the City’s dental plans as set forth below.
 - a. The premiums will be fully paid by the retired employee.
 - b. Retired employees in the Indemnity Medical Plan may elect to participate in either the 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. VISION/OPTICAL INSURANCE - ASSOCIATION PLAN (All Managers)

A. Vision Insurance

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

B. Premium Payments

The City shall pay the entire cost of the premium.

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

A. LTD Insurance

Long-term disability (LTD) insurance shall be provided to all Managers. The plan provides a 66 2/3% of the employee’s base salary (\$12,000 monthly maximum) to normal retirement as defined by the plan or forty-eight months; whichever is longer, with an elimination period of sixty (60) days.

B. Premium Payments

The City shall pay the entire cost of the premium.

VIII. LIFE INSURANCE (All Managers)

A. Life Insurance

Life Insurance shall be provided to all Managers, with a paid term life insurance policy which equals the employee’s annual salary rounded to the nearest thousand.

B. Premium Payments

The City shall pay the entire cost of the premium.

C. Voluntary Life Insurance

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

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

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

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

A. Medical and Dental Insurance Benefits

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

B. Eligibility

1. Only a spouse and/or dependents of Sworn Fire Managers and Sworn Police Managers covered, as qualified dependents under an employee's Medical and Dental Insurance plans, at the time of death, shall be eligible for the insurance or subsidy.
2. Upon application by a spouse and/or dependents for this benefit, the Director of Human Resources shall make a determination of eligibility. Such determination shall be final and binding and not subject to further appeal.
3. Unborn children of the deceased Sworn Fire Manager and Sworn Police Manager will be eligible for dependent status upon birth.

C. Limitations

1. Qualified spouses and dependents will receive benefits or payments not to exceed those benefits for which they otherwise would be independently qualified. (For example, spouse alone is eligible for the employee only benefits contribution. Spouse plus one dependent is eligible for the employee plus one benefit contribution and spouse plus two dependents is eligible for family benefit contribution).
2. The qualified spouses and/or dependents as described are subject to all terms, conditions and limitations set forth in this memorandum of understanding, the City's Medical and Dental Insurance Plans.

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3. a. Should qualified spouses and/or dependents lose eligibility to participate in the City's plans, the City may elect, at its choosing, to purchase similar insurance or substitute a cash payment not to exceed the City's portion of the active employee's contribution to which the qualified spouse and/or dependents are eligible to receive.
 - b. If the City does not provide a replacement insurance policy, the City may elect to reimburse the qualified spouse and/or dependents for other insurance purchased up to the maximum benefit said spouse and/or dependents are eligible to receive.
 - c. When a qualified spouse and/or dependents are covered by medical and dental insurance policies provided by a subsequent employer, the qualified spouse and/or dependents shall receive a supplemental reimbursement not to exceed the difference between that portion of premiums paid for by the subsequent employer and the total premiums for such insurance. The amount of each supplemental reimbursement shall not exceed the maximum benefit the spouse and/or dependents are eligible to receive.
 - d. The City shall have the right to request documentation and proof of payment of any reimbursed insurance premiums.
4. The benefits or subsidy to the spouse shall cease upon remarriage of the spouse or upon attaining the age of 65, whichever comes first.
 5. The benefits or subsidy to the qualified dependents shall cease upon remarriage of spouse or as defined in the City's Medical and Dental plans.
 6. These provisions and benefits are not applicable to members who were not on duty at the time of injury, which resulted in their deaths.

D. Funeral Expenses

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

XI. SAFETY ITEMS (All Managers)

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

XII. MEAL REIMBURSEMENT (All Managers)

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

XIII. EDUCATIONAL REIMBURSEMENT (All Managers)

A. Eligibility

When any Manager enrolls in a lower and/or upper division or graduate level university course or other course of college level, which course of study is directly related to such employee's work and has received prior approval of the division 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. However, the aggregate total a Manager may be reimbursed by the City for all their entire educational courses may not exceed \$20,000 per each 5 years of their full-time salaried employment with the City. Beginning with the first day of employment, employees are eligible to receive this benefit for each 5-year cycle (1-5, 6-10, 11-15, 16-20, etc.)
2. This benefit is non-accumulative and must be used within each 5 year cycle.
3. The payment of the reimbursement may not exceed \$10,000 per year.

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

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

XIV. MANAGEMENT PHYSICAL FITNESS MEMBERSHIP (All Managers)

A. Reimbursement

The City shall reimburse all Managers an amount not to exceed four hundred fifty dollars (\$450) per fiscal year for the cost of membership for themselves and their families in a physical fitness facility or program and/or a wellness program and/or the employee's membership in the Glendale Chamber of Commerce and/or the employee's membership in a Glendale civic organization or for annual physical examinations, stress EKG examinations, related physical fitness exercise equipment, fitness related safety equipment and/or a personal organizing device, as defined in the Administrative Policy Manual and as approved by the City Manager.

B. Limitations

Managers who terminate employment with the City during their initial probationary period shall repay the City any reimbursements made under this program. The Director of Finance shall deduct such repayments from the severance or final paycheck of said employee.

XV. MILEAGE REIMBURSEMENT PLAN (All Managers)

A. Formula

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

1. **Reimbursement Rate**

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

2. **Limitations**

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

b. Any Manager using their own personal vehicle for City business and 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.

B. Monthly Auto Allowance

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

2. Effective July 1, 2007, unit employees receiving monthly automobile allowance shall receive an increase of fifty dollars (\$50) per month above the rate at which they had received on June 30, 2007.

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

C. Limitations

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

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

A. Driver's License Requirements

All Managers who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a vehicle for the City are required to inform their division 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.

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B. Vehicle Code Violations

Any Manager covered in "A" above shall be required, when convicted of driving under the influence of alcohol or drugs or receives a license restriction, suspension or revocation of their said driver's license shall meet at least once with the City employees' assistance counselor for substance abuse counseling.

C. Consequence of Non-compliance

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

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

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

XVIII. PARKING (All Managers)

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

XIX. MISUSE OF BENEFITS (All Managers)

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

ARTICLE FIVE

LEAVE POLICY

I. **HOLIDAYS**

A. **Holiday Leave Hours (All Managers)**

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 as further defined in this article.

B. **City Designated Holidays (All Managers)**

The following are the City's designated holidays:

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

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

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

D. **Floating Holiday Leave Hours (All Managers)**

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

E. **Christmas/New Years Day - Public Works Integrated Waste and Mechanical Maintenance Sections (General Managers)**

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

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

Sworn Fire Managers assigned to work the fifty-six (56) hour Fire Operations schedule are not eligible for holiday time off. Sworn Fire Managers working the fifty-six (56) hour work schedule shall be allowed twelve/twelfths (12/12) of one day per calendar month above their base pay, paid on a straight base fifty six (56) hour rate, in lieu of holiday time off. For this provision, a day shall be deemed to be a period of twelve (12) hours.

G. Mandatory Holidays (Sworn Police Managers)

All Sworn Police Managers, except Patrol and Traffic, when required to work on a mandatory holiday, shall be compensated by payment at the rate of one and one-half (1 ½) times the applicable hourly rate of pay of the affected employee. Affected Sworn Police Manager's holiday time bank shall not be debited when required to work a mandatory holiday.

H. Floating Holiday Leave Utilization (All Managers)

1. Holiday leave time not expended for the ten 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 division head. Leave payment shall be charged against employee available holiday leave hours accrued.
2. A newly hired salaried Manager must be employed by the City sixty (60) calendar days in a calendar year before becoming eligible for floating holiday leave.
3. Managers who terminate their employment with the City may utilize any floating holidays up to their last day of employment with the City.
4. Any Manager using so much floating leave that insufficient leave remains to cover the ten city designated holidays shall be required to utilize vacation, compensatory time or unpaid leave of absence to cover the designated holiday.

I. Floating Holiday Cash-Out

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

1. General Managers up to eighteen (18) hours of floating holiday leave.
2. Sworn Police Managers, Sworn Fire Managers, and the Park Ranger Supervisor, up to thirty-two (32) hours of floating holiday leave.
3. Effective July 1, 2008, Sworn Police Managers may cash out up to fifty (50) hours of floating holiday leave.
4. Effective July 1, 2010, Sworn Police Managers may cash out up to sixty (60) hours of floating holiday leave.

This payment shall be made on the January 21st paycheck of the following calendar year.

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

1. Friday Holiday

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

ARTICLE FIVE

2. **Monday Holiday**

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

K. Holiday Scheduling (All Managers)

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

L. Twenty-Fourth of December

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

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

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

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

d. Integrated Waste Section employees who work the irregularly scheduled 9/80 shift on December 24th should 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.

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

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

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

M. Holiday Leave Limitation (All Managers)

1. **All Managers**

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

2. **General Managers (Except Park Ranger Supervisor)**

General Managers, except for Park Ranger Supervisor, 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 cash-out of unused floating holiday leave. All mandatory holidays occurring after termination shall be forfeited.

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

4. **Sworn Police Managers and Park Ranger Supervisor**
Sworn Police Managers and Park Ranger Supervisor 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 or 32 hours cash-out of unused floating holiday leave. All mandatory holidays occurring after termination shall be forfeited.

II. SPECIAL DAYS OF OBSERVANCE (All Managers)

A. **Definition**
A special day of observance, day of mourning, or a like day of participation, when so declared by Council by resolution, shall have the same legal effect as a holiday, and during such day or portion thereof so declared, City offices shall be closed, except those offices providing services essential to the public welfare.

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

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

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

III. VACATION

A. **Vacation Earned (General Managers and Sworn Police Managers)**
General Managers and Sworn Police Managers compensated on a monthly basis shall be provided with vacation earnings to be based on the following schedule:

	<u>Years of Full-Time Service</u>	<u>Annual # 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

ARTICLE FIVE

one (1) year of service with the City. This means on the thirteenth (13th) month of salaried full-time service with the City the eligible new Manager will have accumulated and be eligible to use 80 hrs. and accrue vacation time on a monthly basis thereafter.

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

D. Prior Service (All Managers)

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

E. Vacation Accumulation (All Managers)

All Managers may accumulate up to three (3) years of unused vacation leave. Once three (3) years of accumulated vacation leave is accrued, the employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. In extreme circumstances whereby a unit employee is unable to utilize sufficient vacation leave due to workload, operational necessity, or prolonged illness or injury, the unit employee may request an exception to the vacation accrual limits as designated by the division head and approved by the City Manager.

F. Annual Vacation Cash-Out (All Managers)

All Managers may, at one time each fiscal year, cash out up to eighty (80) hours of accrued vacation leave at their regular base hourly rate of pay. In lieu of a cash payment, all Managers may elect to have up to eighty (80) hours of accrued vacation leave transferred to their Retiree Health Savings Plan (RHSP) account. Managers with a minimum of two (2) years of accrued vacation time at the time of the "cash-out," may elect to have up to one hundred-twenty (120) hours of accrued vacation leave either cashed-out or transferred to their RHSP account.

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

1. All Managers who plan to retire must notify the Finance Division / Payroll Section six (6) months prior to their official retirement date if they wish to have any or all of their accumulated vacation time cashed-out upon their retirement from the City. All Managers who do NOT put in a request to Finance for vacation time cash-out as set forth above, will have all of their accumulated vacation hours placed into their RHSP account upon their retirement subject to IRS regulations.
2. Further details on unused accumulated vacation leave and RHSP are set Forth in Article Four of this agreement.

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

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

V. **SICK LEAVE**

A. **Sick Leave Benefit (All Managers)**

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

B. **Sick Leave Accumulation Plan (All Managers)**

1. Employees shall accrue eight (8) hours sick leave for each major portion of a month worked in a calendar year, up to ninety-six (96) hours each year, except as provided for in this agreement.
2. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a Manager reinstated. Managers reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

C. **Sick Leave Accumulation Plan (Sworn Fire Managers)**

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

D. **Limitations (All Managers)**

1. No such leave of absence shall be credited 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. The City may require special medical evaluation prior to allowing an employee to return to work as outlined in the City's sick leave policy.
3. Any illness or injury extending more than (5) full working days for Managers must be verified by a physician of Employee Health Services.
4. All Managers reemployed from a lay-off list established after July 1, 1978, shall have all previously accrued sick leave credit added to their accumulated sick leave balance.

E. Department Notification (All Managers)

1. All Managers who are absent from work due to illness or injury shall promptly notify their supervisor or department head daily of this fact, in advance. Each division 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.

F. Misuse of Sick Leave (All Managers)

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

G. Use of Accumulated Sick Leave (All Managers)

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

1. Temporary disability as outlined in this agreement.
2. Family care leave as outlined in this agreement.
3. At retirement, accumulated sick leave hours will be transferred to the RHSP account as set forth in Article Four.

H. Family Care Leave with Pay - Utilize Sick Leave)

1. All Managers

Family care leave shall be defined as whenever the Manager's presence with the family is needed because of illness or medical conditions with their spouse or family. Family Care Leave will be charged against the employee's accumulated sick leave. 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.

2. **General Managers and Sworn Police Managers)**
A maximum of 48 hours may be granted in each calendar year.
3. **Sworn Fire Managers)**
Sworn Fire Managers on a 56-hour schedule may utilize a maximum of 72 hours each calendar year.

VI. BEREAVEMENT LEAVE

A. Definition (All Managers)

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

B. Leave With Pay

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

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

2. **Sworn Fire Managers)**

Sworn Fire Managers on a 56-hour schedule may be granted bereavement leave with full pay no to exceed a total of 2 working shifts (up to 48 hours) per occurrence as approved by division management.

C. Facts Justifying Absence (All Managers)

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

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

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

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

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

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

1. Assistant department heads may be eligible for up to one-hundred (100) hours of Management Leave, per calendar year, as approved by the City Manager.
2. Management employees may be eligible for up to eighty (80) hours of Management Leave per calendar year, as approved by the department head.
3. Mid-Management employees may be eligible for up to sixty (60) hours of Mid-Management Leave per calendar year, as approved by the department head.
4. Department Heads may grant their Management or Mid-Management employees up to 20 additional hours of Management Leave on an annual basis, in recognition of excessive time commitments to their jobs. Total Management or Mid-Management Leave may not exceed 100 hours annually, however.
5. The City and the GMA will commit to an ongoing review of alternatives to requiring Managers to regularly work excessively long hours. These alternatives should include, but not be limited to the following.
 - a. Departments and Management employees will be encouraged to use flex scheduling in lieu of excessively long hours when feasible.
 - b. Departments with excessive management workloads will consider acting pay assignment and/or overtime for lower classification employees.
 - c. Management Merit bonus pay will be considered as an alternative when a manager cannot take Management Leave due to work demands (contingent on the affected manager's overall job performance).
 - d. Departments will evaluate the feasibility of adding full-time salaried position(s) if the excessive workload is a regular and recurring necessity of the department's operations.

B. Limitation

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

VIII. **WORKERS' COMPENSATION**

A. **Workers' Compensation Leave**

1. **General Managers**

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

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

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

B. **Temporary Disability (All Managers)**

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

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

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

C. **Additional Temporary Disability Benefit (General Managers)**

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

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

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

D. **Statutory Benefits Follow Additional Benefits (All Managers)**

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

E. Outside Employment and Medical Limitations (All Managers)

1. All outside employment must be approved by management pursuant to City and divisional rules and regulations.
2. During convalescence and/or modified work assignment, it shall be expressly forbidden for a unit employee to engage in any outside employment that would interfere with their convalescence.

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

1. When a Manager uses sick leave credit to augment temporary disability indemnity because of an injury compensable under the State Labor Code and the City is reimbursed by a third person for its damages by reason of such use, there shall be credited to the employee's sick leave account, sick leave equivalent to the amount so used or proportionately, if reimbursement is only in part.
2. If the City does not collect from the third person the full amount of the compensation paid and other damages to which it is entitled, and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave used, the sick leave to be credited shall be in the same ratio to the sick leave used as the total amount collected bears to the total amount of the City's damages.

IX. JURY DUTY

A. Notification/Summoned (All Managers)

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

B. Accommodation of Jury Leave (All Managers)

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

C. Jury Fees (All Managers)

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

D. Jury Time Extension (All Managers)

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

E. Sworn Safety Jury Duty Shift Conflict

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

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

2. **Sworn Fire Managers**

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

- a. 8-hour or 40-hour work schedule: 6 hours;
- b. 24-hour work schedule: 12 hours

3. **Sworn Police Managers**

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

- a. 8-hour or 9/80 work schedule: 6 hours;
- b. 10 or 10-1/2 hour work schedule: 7 hours;
- c. 12-1/2 hour work schedule: 8 hours.

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

X. MILITARY LEAVE (All Managers)

A. Eligibility

- 1. Military leave of absence with pay shall be granted to permanent Managers who have been employed with the City for one year or more when called to active military duty.
- 2. Managers with less than one year shall receive military leave of absence without pay.
- 3. Military leave with pay shall not be granted to Managers on weekend assignment or advance party on weekend assignment and inactive duty training.

B. Length of Military Leave with Pay

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

XI. OTHER LEAVES - WITHOUT PAY (All Managers)

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

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

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

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

C. Leave of Absence - Excess of 6 Months

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

D. Limitations

1. Managers shall first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by division 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.

XII. ELIGIBLE LEAVE BENEFITS (All Managers)

A. Accrual/Usage of Leave Benefits

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

1. **Example**

A Manager 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.

B. Leave of Absence - Family and Medical Care Leave

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

XIII. CITY/GMA REVIEW OF LEAVE USAGE (All Managers)

The City and Association agree to meet no later than October 1, 2006, and annually thereafter, as needed, to review Citywide and departmental leave policies and practices. The areas of review shall include Management/Mid-Management Leave, Comp Time Leave, Overtime and Merit Bonus Pay utilization.

ARTICLE SIX

WORKING CONDITIONS

I. **ALCOHOL AND SUBSTANCE ABUSE (All Managers)**

A. **Mutual Agreement**

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

B. **Determent, Detection and Treatment**

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

C. **Support of EAP**

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

D. **EAP Counseling**

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

II. **TEMPORARY MODIFIED WORK PROGRAM (All Managers)**

A. **Eligibility**

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

B. **Limitations**

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

1. Have an industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 26 weeks from the date such temporary modified work program is scheduled to commence; or
2. Have a non-industrial disabling injury, disease, or sickness that exceeds a projected recovery date of 13 weeks from the date such temporary modified work program is scheduled to commence; or

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

C. Application and Acceptance

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

1. The attending physician's release to temporary modified work program;
2. Availability of City-wide work stations suitable to accommodate the employee's specific limitations; and
3. The employee's ability to perform satisfactorily in a selected temporary assignment.

D. Outside Employment

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

E. Final Decision

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

III. PERMANENT MODIFIED WORK PROGRAM (All Managers)

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

IV. SWORN POLICE RETIREMENT BADGES (Sworn Police Managers)

A. Issuance and Recall

1. The Police Chief, when requested in writing, shall issue a retirement badge to a retired Sworn Police Manager of the Police Division who:
 - a. Retires after completing twenty (20) or more years of active service for service retirement as a regular peace officer, or;
 - b. Receives a medical or psychiatric disability retirement after active service under honorable conditions as a regular peace officer for at least ten (10) years. The period of ten (10) years shall be determined from the day the officer assumed office to the last day actually worked, exclusive of all time off for the disability which caused the unit employee's retirement, unless;

ARTICLE SIX

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

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

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

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

B. Qualifications for Retirement Badge Recall

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

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

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

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

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

C. Police Retirement Badge Review Committee

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

D. Retirement Badge

1. The issuance and retention of a retirement badge is a privilege granted by the City of Glendale in recognition of service to its citizens and shall not be used for the purpose of personal gain.
2. The retirement badge shall display the word "Retired" plainly shown on such badge.

E. Retirement Badge Review Committee and Appeal Right - Incorporation

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

V. OUTSIDE EMPLOYMENT (All Managers)

A. Approval By Management

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

B. Medical Limitations

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

VI. PERSONAL APPEARANCE/DRESS STANDARDS (All Managers)

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

ARTICLE SEVEN

DISCIPLINE AND GRIEVANCE PROCEDURE (All Managers)

I. **DISCIPLINARY ACTIONS**

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

- A. Removal
- B. Suspension without pay
- C. Reduction in classification (Demotion)
- D. Reduction in pay

II. **POINTS OF AUTHORITY**

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

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

- 1. Written notification of the charges, grounds and effective date of the proposed discipline;
- 2. The right to review and access to all material supporting the proposed action;
- 3. The right to respond to the charges and have the matter reviewed by a higher authority who was not involved with the initial proposed action, and who has the authority to recommend whether the proposed action should be taken.
- 4. The employee may seek this review from the Division Head and/or the designated Administrative Hearing Officer, who shall be the City Manager, Assistant City Manager, Deputy City Manager, Assistant To City Manager or any individual so designated by the City Manager.

III. **CITY'S GRIEVANCE PROCEDURE - REPRINTING**

Unit employees who need to resolve a dispute relating to work related matters may utilize the City's grievance procedure, provided that the subject matter of that grievance falls within the definition of a grievance, provided in the following section. The City's Grievance Procedure is reprinted from the City's Employer-Employee Relations Ordinance here solely for the convenience of employees and management.

IV. **GRIEVANCES**

A. **Definition**

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

B. Grievance - Informal - Verbal

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

C. Grievance - Formal - Written

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

1. **Step I - Supervisor**

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

2. **Step II - Department Head**

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

3. **Step III - City Manager**

Within seven (7) calendar days of receipt of the department head's answer, the employee will forward the grievance to the City Manager. The City Manager will, within seven (7) calendar days, enter his/her decision, the reasons for it and return it to the employee. The decision of the City Manager is final and binding on all parties.

D. General

1. **Time Limits**

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

2. **Grievance Settled - Form Distribution**

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

ARTICLE SEVEN

3. **Representation**
An employee utilizing this procedure may be represented or assisted by, not to exceed three, authorized representatives in the preparation, presentation and hearing of a grievance. The supervisor, department head and City Manager may also be accompanied by other persons in conferences or hearings. Witnesses may be called and questioned by both parties.
4. **Time of Hearings**
All grievances will be heard during working hours if practicable. Aggrieved employees, their representatives, and all witnesses will be given reasonable time off without loss of pay, vacation or other time credits for the purpose of presenting grievances.
5. **Grievances- Non-Appealable to Civil Service Commission**
The grievance procedure is not intended as a means of appealing actions under the jurisdiction of the Civil Service Commission.

ARTICLE EIGHT

GENERAL PROVISIONS (All Managers)

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

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

II. **EMERGENCY WAIVER PROVISIONS**

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

III. **SEVERABILITY PROVISION**

A. **MOU Remains in Full Force and Effect**

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

B. **Successor Provision**

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

IV. **PROVISIONS OF MEMORANDUM**

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

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

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

1. It is understood and agreed that there exists within the City, in written form, Civil Service and Departmental Rules and Regulations.
2. Except as specifically modified by this Memorandum of Understanding (MOU), these rules and regulations and any subsequent amendments thereto, shall be in full force and effect.

ARTICLE EIGHT

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. **“ME-TOO” CLAUSE**

The City and Association agree to meet and confer on compensation and benefit items granted to the other recognized non-management bargaining units (GPOA, GFFA, and GCEA) which are overseen by unit employees of the GMA. The purpose of this provision is to ensure that specific compensation and benefit items granted to the non-management bargaining units do not cause either compaction or diminishment of managerial benefits between Sworn Police Managers and GPOA, Sworn Fire Managers and GFFA, and General Managers and GCEA.

VI. **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.

VII. **RESOLUTION OF IMPASSE**

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

VIII. **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be for the period of four years, covering Sworn Police Managers, commencing July 1, 2007 and terminating after June 30, 2011; and for the period of four years covering General Managers, commencing July 1, 2005 and terminating after June 30, 2009; and four years covering Sworn Fire Managers, commencing on July 1, 2006, and terminating after June 30, 2010.

IX. **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**

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 ninth day of July 2007.

PARTIES TO THE AGREEMENT

**GLENDALE MANAGEMENT
ASSOCIATION (GMA)**

CITY OF GLENDALE, CALIFORNIA

**Ray Edey, GMA Chief Negotiator
Police Captain**

**Matt Doyle, Chief Negotiator
Acting Director of Human Resources**

**Doug Nickles, President/GMA
Fire Prevention Coordinator**

**Robert McFall
Assistant City Manager**

**Dan Hardgrove
Asst. Public Works Maint. Serv. Admin.**

**Randy Adams
Police Chief**

**Jon Perkins
Police Lieutenant**

**Ron Ahlers
Acting Director of Finance**

**Jay Kreitz
Public Safety Business Administrator**

**Mania Hoonanian
Human Resources Analyst II**

**Harold Scoggins
Deputy Fire Chief**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of July, 2007.

**GLENDALE MANAGEMENT
ASSOCIATION (GMA)**

CITY OF GLENDALE, CALIFORNIA

By: Doug Nickles , President GMA

By: James E. Starbird, City Manager

APPENDIX "A"
CITY OF GLENDALE
MANAGEMENT AND MID-MANAGEMENT CLASSIFICATIONS

As of July 2007

A. DESIGNATED CLASSIFICATIONS

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

Accounting Services Administrator
Accounting Supervisor
Accounts Payable Supervisor
Administrative Analyst
Assistant City Clerk
Assistant City Engineer
Assistant City Treasurer
Assistant Director of Community Development & Housing
Assistant Director of Development Services
Assistant Director of GWP
Assistant Director of Information Services
Assistant Director of Libraries
Assistant Director of Parks, Recreation & Community Services
Assistant Director of Planning
Assistant Director of Public Works
Assistant Fire Chief
Assistant Fire Marshal
Assistant Integrated Waste Administrator
Assistant Police Chief
Assistant Public Information Officer
Assistant Public Works Maintenance Services Administrator
Assistant Traffic & Transportation Administrator
Assistant Transit Manager

Broadcast Coordinator
Broadcast Manager
Building Inspection Supervisor
Building Official
Buyer Supervisor

Case Worker II
City Engineer
Civil Engineer II
Communication System Supervisor
Community Development Supervisor
Community Services Administrator
Community Services Manager
Community Services Supervisor
Construction Supervisor
Crime Analyst
Custodial Supervisor

Customer Service Administrator
Customer Service Collections Supervisor
Customer Service Operations Manager
Customer Service Field Supervisor
Customer Service Utility Supervisor
Customer Service Administrator
Customer Service Field Supervisor
Customer Service Collections Supervisor

Deputy City Attorney
Deputy City Clerk
Deputy Director - Housing
Deputy Director of Development Services
Deputy Fire Chief
Deputy City Treasurer

Economic Development Manager
Electrical Control System Supervisor
Electrical Engineer II
Electrical Line Mechanic Supervisor II
Electrical Mechanic Supervisor II
Electrical Operations Supervisor
Electrical Services Administrator
Electrical Superintendent
Electrical System Dispatch Supervisor
Electrical Test Supervisor
Emergency Services Coordinator
Energy Market/Trader
Energy System Specialist
Environmental Affairs Manager
Environmental Management Coordinator
Environmental Program Administrator
Environmental Program Specialist
Equipment Maintenance Supervisor
Executive Analyst

Facilities Maintenance Supervisor
Facilities Maintenance Superintendent
Fire Battalion Chief
Fire Communications Administrator
Fire Communications Supervisor
Fire Marshal
Fire Prevention Coordinator
Fire Prevention Supervisor
Fire Protection Engineer II
Forensic Supervisor

GIS Analyst
Graphics Administrator
GWP Operational Support Services Manager

Hazardous Materials Supervisor
Health Services Administrator
Health Services Nurse
Health Services Nurse Educator
Health Services Nurse Practitioner
Housing Assistance Administrator
Housing Development & Preservations Administrator
Housing Project Manager
Housing Programs Administrator

IT Applications Analyst
Information Services Administrator
Integrated Waste Administrator
Integrated Waste Planner
Integrated Waste Supervisor
Internal Auditor

Jail Administrator

Library Circulation Supervisor
Library Services Administrator
Library Supervisor
Line Clearance Forestry Supervisor II

Mechanical Engineer II
Mechanical Maintenance & Warehouse Administrator
Mechanical Maintenance Administrator

Neighborhood Services Administrator
Neighborhood Services Supervisor
Network Service Supervisor
Network Specialist Supervisor

Office Services Supervisor
Office Services Supervisor (Steno)

PC Specialist Supervisor
Parking Manager
Park Ranger Manager
Park Services Manager
Park Services Administrator
Permit Services Administrator
Planner
Planning Services Administrator
Police Budget & Property Administrator
Police Captain
Police Communications Administrator
Police Lieutenant
Police Psychologist
Police Records Administrator
Power Line Supervisor II

Power Management Administrator
Power Plant Instrumentation & Controls Supervisor
Power Plant Maintenance Supervisor
Power Plant Mechanic Supervisor
Power Plant Operations Supervisor
Power Plant Shift Supervisor
Power Plant Superintendent
Power System Superintendent
Power Systems Analyst
Principal Accountant
Principal Building Code Specialist
Principal Civil Engineer
Principal Electrical Engineer
Principal Internal Auditor
Principal Planner
Program Supervisor
Project Management Administrator
Project Manager
Public Benefits Charge Coordinator
Public Benefits Charge Marketing Manager
Public Safety Business Administrator
Public Works Administrator
Public Works Maintenance Services Administrator
Purchasing Administrator

Recycling Coordinator
Redevelopment Project Manager
Resource Efficiency Supervisor
Risk Manager

Safety Administrator
Safety Services Specialist
Senior Accountant
Senior Administrative Analyst
Senior Assistant City Attorney
Senior Building Code Specialist
Senior Civil Engineer
Senior Community Development Supervisor
Senior Crime Analyst
Senior Electrical Engineer
Senior Environmental Engineer
Senior Environmental Program Specialist
Senior Executive Analyst
Senior Facility Maintenance Supervisor
Senior Graphics Illustrator
Senior Integrated Waste Planner
Senior Internal Auditor
Senior Investigator
Senior Library Supervisor
Senior Mechanical Engineer
Senior Neighborhood Services Supervisor

Senior Planner
Senior Power Plant Shift Supervisor
Senior Project Manager
Senior Redevelopment Project Manager
Senior Safety Services Specialist
Senior Street Maintenance Supervisor
Senior Utility Accountant
Senior Workers Compensation Analyst
Sewer Maintenance Supervisor
Shop Superintendent
Station Electrician/Operator Supervisor II
Stores Supervisor
Street Maintenance Supervisor
Streets Superintendent
Structural Engineer II
Subdivision Supervisor
Survey Supervisor
Survey Supervisor (Licensed)
System Analyst
Systems Programmer

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

Underground Distribution Mechanic Supervisor II
Urban Fire Forester
Urban Forester
Utility Finance Manager

Wastewater Maintenance Superintendent
Wastewater Maintenance Supervisor
Water Facilities Supervisor
Water Quality Supervisor
Water Services Administrator
Water Superintendent
Water System Operations Supervisor
Water System Supervisor II
Water System Supervisor III
Workforce Development Administrator
Workers Compensation Adjuster II
Workers Compensation Administrator
Workers Compensation Analyst

Zoning Administrator

B. EMPLOYEE RELATIONS EXEMPT CLASSIFICATIONS/POSITIONS

All Executive classifications shall be exempt from membership in the Glendale Management Association. In addition, the following Management and Mid-Management classifications/positions are designated as exempt for employee relations purposes per the City's Employer-Employee Relations Ordinance.

Management Services Division

Assistant to the City Manager
Public Information Officer
Secretary to the City Manager – Steno

Administrative Services Division – Finance Section

Assistant Director – Finance
Executive Analyst/Budget Analyst
Payroll Supervisor

Administrative Services Division – Human Resources Section

Assistant Director – Human Resources
Human Resources Administrator
Senior Human Resources Analyst
Human Resources Analyst II
Human Resources Analyst
Benefits Manager
Benefits Coordinator
Office Services Supervisor/Human Resources

Legal Division

Chief Assistant City Attorney
General Counsel
Senior Assistant City Attorney
Assistant City Attorney
Legal Services Supervisor

C. DESIGNATING EMPLOYEE RELATIONS EXEMPT CLASSIFICATIONS/POSITIONS

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

APPENDIX "B"

Glendale Management Association-MOU Police (Safety)

Police Management Work Periods, Schedules and Overtime Agreement

The following policy is in accordance with the guidelines set forth in the city's policy on Executive, Management, and Mid-management leave. It also adheres to the Memorandum of Understanding between the City and the Glendale Management Association, Article Three, Section II. This policy identifies the specific exceptions that allow for management overtime as approved by the Chief of Police and City Manager as provided for in the City's Benefits Ordinance.

Overtime Definitions

1) Management leave in lieu of overtime

Management leave is provided in recognition of the expectation that sworn police managers will work extra hours in the performance of their duties and specifically in the following instances:

- a) Roll call or briefing preparation
- b) Activities beyond tour of duty on a normal scheduled workday
- c) Standby on-call/pager (not including court)
- d) Public Meetings and/or appearances

2) Overtime (time and one-half)

Overtime at the rate of time-and-one-half may be granted to Police Managers, in addition to leave, in the following instances:

- a) Recall to duty
- b) Staff Augmentation
- c) Court Appearance
- d) Special public events
- e) Contract services
- f) Parades
- g) Public demonstration/ disorder
- h) Sporting events
- i) Special day of observance as determined by the city
- j) Recall work

3) Overtime (straight time)

Overtime at the rate of straight time may be granted to managers in the following instances:

- a) Staff Meeting
- b) Training

4) Approval

The approval of overtime, in addition to leave, will be at the discretion of the Chief of Police for those positions and/or personnel approved by the City Manager. Overtime must be closely monitored by the division.

5) Recall Work

Recall work is work time performed by an off-duty unit employee ordered to duty. Recall work is two kinds:

1. Regular Recall Work

Recall work is performed by an off-duty unit employee for the purposes of maintaining necessary staffing levels, when such order to work is given while the employee is on duty. Travel time to work and returning home shall not be considered work time.

- a. Unit employees recalled to work shall be granted a minimum of two (2) hours of overtime.

2. Emergency Recall Work

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

- i. When such order occurs after going off duty; and
- ii. It is deemed necessary or advisable to properly handle an emergency incident(s); or
- iii. To maintain necessary staffing levels; or
- iv. Unit employee is ordered to duty from emergency standby.

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

- c. Travel time to work shall be counted as work time. Total work time for travel time to work for emergency recall purposes shall be one hour per incident.

- d. Travel time returning home shall not be considered work time.

6) Court Time

a) Go Subpoena- Definition

Court time is work time required of a Sworn Police 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 on behalf of the city, as to knowledge acquired or claimed to have been acquired by such employee in the course of employment with the city.

b) Court Travel Time

Sworn Police employees shall be allowed travel time to court as set forth in this article in addition to the amount of time actually spent in the court appearance, except in cases where the four (4) hour minimum rule applies. In the event the unit employee exceeds the actual four (4) hours court time, they shall be eligible for travel time as set forth in this article.

c) Court Stand-by Time (On-Call)

Court stand-by time is non-work time required of an off-duty unit employee authorized by the tribunal ordering the appearance to stand by and be available for such purpose at a location other than the location specified in the subpoena, from the time given on the subpoena if not stated on subpoena it shall be 5:00 p.m., unless other stand-by times are ordered by the court or administrative tribunal.

d) 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) Court Time- Go Subpoena- Payment

Overtime shall be paid at one and one-half (1 ½) times the employee's regular hourly rate of pay.

f) Court Travel Time

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

i) Glendale Municipal Court

No Travel time

ii) Los Angeles Civic Center

Forty-five (45) minutes each way

iii) Van Nuys

Forty-five (45) minutes each way

iv) Pasadena

Thirty (30) minutes each way

v) Other Courts

Transportation times to and from other courts will be determined by the Chief.

g) 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.

h) 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 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.

i) Court Stand-by Time- “On-Call” Assignment Payment

Unit employees shall be compensated for court stand-by “on-call” assignment at the rate of one hour paid straight time, or one hour straight compensatory time, for every two hours of time spent in the standby status. Unit employees shall only be compensated for one (1) “on-call” subpoena regardless of the number of subpoenas received during the same period of time.

j) Minimum hours guaranteed at straight pay

- i) Unit employees placed on court stand-by “on-call” time assignment during their off-duty time between weekly work periods will be compensated a minimum of four (4) hours paid or compensatory straight time, eight (8) hours half time.
- ii) If the unit employee placed on court stand-by “on-call” time assignment 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 unit employee is required to report to duty.
- iii) All compensation for employees assigned court stand-by “on-call” assignment shall be paid at straight time.
- iv) It is understood that such time spent in the court stand-by “on-call” assignment shall not be considered work time for determining overtime compensation.

7) Training- Definitions

a) Commuter Training-Local Area

Training site within fifteen (15) mile radius of the Glendale Civic Center.

- i) Managers attending a local area training session during normal work hours, or adjusted work hours, shall upon the conclusion of the session report back to their assigned job duties for the remainder of their tour of duty.
- ii) Managers attending a local area training session during off-duty time shall be paid at straight time for time in training.

b) Commuter Training- Outside Area

Training Site outside of the fifteen (15) mile radius of the Glendale Civic Center.

- i) Managers will be allowed one-half (1/2) hour of travel time to the training site and one-half (1/2) hour from the training site, for a total of one (1) hour of work time.
- ii) Managers attending an outside area training session during off-duty time shall be paid straight time for time in training, including travel time.

c) Resident Training

Any training requiring an overnight stay at or near the training site.

- i) Managers will be allowed one (1) hour of travel time on the first day of training, and one (1) hour of travel time on the last day of training, for a total of two (2) hours work time.
- ii) Travel time in excess of a 40 hour work week will be accrued at straight compensatory time.

APPENDIX "C"

SALARY MARKET ADJUSTMENTS

A. DESIGNATED CLASSIFICATIONS

Certain unit classifications shall receive salary market adjustments which are above the salary adjustments granted in Article Two, Section I of this Agreement. The following are the classifications which shall receive market salary adjustments and the percent amount to be granted.

1. General Manager Classifications – Effective July 1, 2005

<u>Classification</u>	<u>Amount</u>
Assistant Director of Libraries	5.92%
Customer Service Operations Manager	7.76%
Electrical Line Mechanic Supervisor II	3.00%
Electrical Mechanic Supervisor II	5.00%
Electrical Operations Supervisor	3.00%
Electrical Services Administrator	2.22%
Electrical Superintendent	3.00%
Electrical Test Supervisor	5.00%
Facilities Maintenance Supervisor	3.91%
Principal Internal Auditor	2.79%
Power Management Administrator	2.73%
Senior Investigator	7.59%
Station Electrician/Operator Supervisor II	5.00%
Water Services Administrator	5.49%
Water System Operations Supervisor	7.00%

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
THE GLENDALE MANGEMENT ASSOCIATION (GMA)
REGARDING FLEXIBLE WORK SCHEDULES**

This Letter of Agreement between the City Manager on behalf of the City of Glendale (hereinafter referred to as the “City”) and by representatives of the Glendale Management Association (“GMA or the “Association”) pursuant to Government Code 3500, as amended, et seq. hereby satisfies the City’s duty to meet and confer with the Association regarding work schedules for employees represented by GMA.

Spirit of the Agreement - It is the spirit and intent of this agreement to recognize and fulfill our collective responsibility as leaders and managers in the City of Glendale who are responsible for providing excellent service to the citizens of our community. Further we are committed to fulfilling a leadership role in the stewardship of environmental resources necessary for promoting a lasting legacy of health, welfare, and the future well being of our community and the region.

Flexible Work Schedules - The successful implementation of flexible work schedules requires the cooperative and collaborative efforts of the City and the GMA. Department Heads and GMA members agree to work within committee structures, by Department, to develop work schedules that provide appropriate staffing levels, as determined by each Department Head, while providing flexibility in work schedules, where reasonably possible, for GMA members. Approval of flex schedules shall not be unreasonably withheld, and will be based on the following understandings/guidelines:

- 1) The GMA and the City reaffirm their July 15, 2003 Letter of Agreement which includes the agreement to maintain flexible work schedules (5/40, 9/80, 4/10 and other minor variations of these) upon implementation of changes to have City facilities open five (5) days per week. Under no circumstances shall the provisions of this agreement be construed as an intention by the parties to reinstate a mandatory 5/40 work schedule on a widespread basis within the City.
- 2) The GMA and the City acknowledge that current practices permit Division Heads of the City to modify work schedules to meet service needs. If City facilities are open five (5) days per week:
 - (a) there may be increased opportunities for employees represented by GMA to change from their current work schedule to a work schedule more desirable for the employee, and
 - (b) there is no expectation or intent on the part of the City to reduce the number of employees currently working a 4/10, 9/80 or other variation of work schedules unless desired by the employee and consistent with maintaining services to the public, and

- (c) decisions to modify current work schedules will be based on a balance of the following factors/goals:
- Employee requests and desires including accommodations for childcare obligations.
 - Maximizing customer services
 - Compliance with Rule 2022 of the South Coast Air Quality Management District including a strong effort to preserve existing carpool, rideshare and other trip reduction arrangements.
 - Minimizing the impact on departmental operations

3) While option 3 (current 9/80 schedule with roughly half of employees scheduled to work each Friday) of the 11/18/03 staff report was determined to best balance the above factors/goals, modifications of option 3 may be just as effective in balancing these goals. Following is a list of all of the Compressed Work Week (CWW) options from the 11/18/03 staff report:

- 1) Existing 9/80 CWW – City closed every other Friday
- 2) 9/80 CWW – Percentage of Employees off on Monday and Friday of the same week
- 3) 9/80 CWW – Percentage of Employees off every Friday
- 4) 9/80 CWW – Percentage of Employees off each day during the same week
- 5) 4/40 CWW – Percentage of Employees off on Monday and Friday of each week
- 6) 5/40 – Discontinue CWW

Term of Agreement:

This Letter of Agreement shall become effective on _____ and shall remain in effect until superseded by a new agreement approved by both the GMA and the City of Glendale.

Ratification:

The City and Association acknowledge that this Letter of Agreement, which has been ratified by the GMA membership, shall not be in full force and effect until adopted by the City Council.

This Letter of 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 GMA.

Subject to the foregoing, this Letter of Agreement is hereby ratified and agreed to be recommended for approval and entered into this _____ day of _____.

**GLENDALE MANAGEMENT
ASSOCIATION (GMA)**

CITY OF GLENDALE, CALIFORNIA

David Ahern, GMA President

**Robert Franz, Director of Administrative
Services**

**Michael Haney
GMA Negotiating Committee**

**Robert McFall
Assistant City Manager**

**James Woody
GMA Negotiating Committee**

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