



## **EXHIBIT 1**

**CITY OF GLENDALE**

**AND**

**GLENDALE POLICE OFFICERS' ASSOCIATION**

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**MEMORANDUM OF UNDERSTANDING**

**TWO-YEAR AGREEMENT**

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**JULY 1, 2022 – JUNE 30, 2024**



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## **ARTICLE ONE**

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### **I. PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (herein referred to as MOU or Agreement, interchangeably) has been prepared pursuant to the terms of the City of Glendale Employee Relations Ordinance, as amended by this agreement, 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 Police Officers' 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. PURPOSE**

It is the purpose of this memorandum of understanding to promote and provide for continuity of operation and employment through harmonious relations, cooperation, and understanding between management and the unit employees covered by the provisions of this agreement and to set forth the understanding reached by the parties as a result of good faith negotiations on the matters set forth herein.

### **III. DEFINITION - GENDER**

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

### **IV. RECOGNITION**

Pursuant to the provisions of the Employee Relations Ordinance of the City of Glendale, the City recognizes the Glendale Police Officers' Association as the exclusive recognized employee organization on behalf of full-time employees occupying job classifications of POLICE OFFICER RECRUIT, POLICE OFFICER, and POLICE SERGEANT.

### **V. CONFIDENTIAL EMPLOYEES**

The following positions which may be assigned to unit employees shall be designated confidential per the City's Employee Relations Ordinance and unit employees assigned these positions shall be recognized as confidential employees and shall be restricted from representing the Association within the scope of representation.

#### **A. Number of Designated Confidential Employees**

Unit employees assigned to confidential duties by the Police Chief shall not exceed four (4).



**B. Confidential Investigations**

Unit employees may be assigned confidential investigations on personnel matters. However, they shall only be considered confidential employees as it pertains to that particular investigation or inspection.

**C. Provisions of this Section**

The provisions of this section shall not be interpreted to interfere with rights set forth in Government Code Section 3500 as amended, et seq.

**VI. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**A. Association and Employee Rights Section**

The City and the Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMB) 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 modified by this agreement.

**B. Employee Residency Requirements**

1. It is understood that unit employees are required to perform emergency governmental services on a continuous basis.
2. It is imperative that unit employees reside within a reasonable emergency response time to the City of Glendale should their services be required.
3. Therefore, all unit employees including unit employees on extended illness or disability leave, shall not reside at a location which is more than a sixty (60) mile radius of the Glendale Civic Center.
4. Written approval may be given for unusual circumstances involving health or other hardships upon request to the Police Chief, but such approval shall be strictly limited.
5. Definition of official residency: Official residence shall be, for the purpose of this agreement, defined as the place where the unit employee has declared to Police Management to be his/her primary living facility. Any changes in official residence shall be executed pursuant to the Police Department's Rules and Regulations. Failure to comply with the requirements of this Article shall be grounds for disciplinary action, which could include removal from employment with the City.



**C. Payroll Distribution**

Unit employees are compensated on a bi-weekly basis, with the distribution of paychecks occurring every other Thursday. Under the bi-weekly distribution, the pay period shall occur every two weeks, commencing the first (1<sup>st</sup>) Sunday and concluding on the second (2<sup>nd</sup>) Saturday of the pay period, with payroll distribution occurring the second (2<sup>nd</sup>) Thursday following the close of the pay period.

**D. Payroll Deduction**

The City shall, during the term of this agreement, deduct monies for membership dues and insurance premiums on a semi-monthly basis from unit employees and other sworn non-unit employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request. The City shall remit the monies from authorized deductions in accordance with procedures set forth by the City.

**E. Payroll Direct Deposit Program**

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

**F. Indemnification – Transmittal of Funds**

The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or law suits arising out of the deduction or transmittal of such funds to the Association.

**G. Association Release Time**

**1. Release Time for Meeting and Confering**

- a. The City recognizes that due to the unique nature of the services performed by peace officers, that it is of benefit both to the City and Association that the City permit representatives designated by the Association to serve as the Association negotiation committee to be granted leave from duty with full pay during scheduled working hours to participate in such meet and confer sessions as requested by the City. When a unit employee participates in meet and confer session(s) during non-scheduled work hours, the unit employee shall not be entitled to receive any pay or benefits from the City for such time spent in the meet and confer session(s). In no event shall the number of representatives exceed five (5).



- b. Full pay as stated shall mean the unit employee's current base salary, fringe benefits, and any assigned bonus.
- c. The Association shall provide the Police Chief and the Director of Human Resources a written list of up to five (5) individuals who will serve as the Association representatives for the purpose of the meeting and conferring process.
- d. Such list shall be provided at least two calendar weeks prior to the date set for meeting and conferring. Such requirement shall be waived by the City should the City request meet and confer session(s) at a time when it would be impractical for the Association to meet such requirements.
- e. The Association negotiating committee shall be allowed reasonable release time as approved by the Police Chief in order to prepare for meet and confer sessions required for subsequent memorandums of understanding. Prior to any release time being granted, individual negotiating committee members shall give Police Management as much advance notice as possible about the date, time, and duration of the requested release time.

2. **Release Time - Board of Directors Meetings**

- a. Subject to the limitations set forth in this agreement, on-duty members of the Association's Board of Directors, or their officially designated alternates, shall be released from their assigned duties to attend scheduled meetings of the Association after written request and approval by Police Management.
- b. Such release time shall not unreasonably interfere with Department operations.
- c. The Association President shall meet with the FSD commander at least once quarterly to ensure the control of any potential abuses of this provision.

3. **Release Time for Association President - Association Business**

- a. Subject to the limitations set forth in this agreement, the President of the Association shall be granted a release from on-duty assignment up to six (6) hours each calendar week to conduct Association business within the City. Such time is non-cumulative if not utilized within a calendar week and shall not be credited for utilization for succeeding weeks.
- b. The City shall provide on-duty time, not to exceed 300 hours each calendar year, necessary for the Association President and/or member(s)



of the Association Board of Directors designated by the President to conduct Association activities pertaining to employer-employee relations matters, other than board meetings, grievances and other representations and meet and confer session(s). Additional time may be granted at the discretion of the Police Chief.

- c. Such time shall not be used when it interferes with the job responsibilities or with the efficient operations of the Division. Prior notification to and approval of the Police Chief or his designee shall be required, which shall be requested as far in advance as possible. It shall be the responsibility of the Association to maintain a complete and accurate record of time utilized hereunder and submit a copy thereof to the Police Chief on a semi-annual basis.

4. **Limitations - Board of Directors - Association President**

- a. Release time is limited to those times when the Board member is on-duty and his absence would not unduly interfere with the normal conduct of business of the Department, or jeopardize the safety of any other employee.
- b. Unit employees shall not be entitled to any compensatory consideration for failure of Police Management to release the unit employee to attend a Board of Directors meeting or the President to attend to Association business.
- c. Release time is not a property right and does not have any compensatory value.

5. **Release Time - Grievances**

- a. When unit employees are selected as designated representatives, they shall be allowed time off from duty to interview and represent a requesting aggrieved unit employee during each stage of a grievance proceeding.
- b. However, no more than two unit employees shall interview and represent a unit employee on any one grievance. Prior written notification must be given to Police Management by the designated representative(s) regarding the approximate amount of time required to represent the aggrieved party.



**H. City Designated Office Space**

1. The City agrees to provide office space which is available in the Police Building and not needed for City functions and activities for the Association.
2. 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.
3. The Association therefore agrees that the City maintain the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided that a 24 hour prior notice is given to a Board member and the Association has the opportunity to have a representative in attendance during inspection. Failure to exercise this right after notification hereby constitutes a waiver.
4. The Association agrees to provide, maintain, and pay for all telephone costs charged to their office telephone.
5. The Association agrees to conform to all other rules, regulations, policies, and procedures set forth by the City concerning the use of City facilities.
6. The furniture and furnishing of the office shall be provided and maintained by the Association. Police Management reserves the right to approve all walls, ceiling, and floor coverings and any further changes and modifications to said coverings.
7. No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted in the City-designated Association office.

**I. Association Recreation Space**

1. The City agrees to provide recreation space which is available and not needed for City functions and activities for the Association. The location and size of such recreation space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.
2. The Association therefore agrees that City maintains the right of continual access to recreation space in order to inspect maintenance of condition and to make necessary repairs. Furthermore, unit employees of the Police Department shall be allowed continual access to this space for the purpose of utilizing any piece of recreation equipment located therein, as long as the unit employees pay required user fees.
3. The Association may not increase any user fees to non-unit employees until the Association has first notified Police Management of the new charges.





**J. Building Space - Physical Fitness**

1. The City agrees to provide building space which is available and not needed for City functions and activities for Association to install or locate physical fitness exercising equipment. The location and size of such 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 in addition to City's right of continual access to ensure building maintenance and repair, that before any new type or style of equipment is installed or placed in this space, prior written agreement from the Police Chief shall be obtained. Furthermore, unit employees of the Police Department shall be allowed continual access to this space for the purpose of utilizing any physical fitness equipment located therein.
3. The Association may not increase any user fees to non-unit employees until the Association has first notified Police Management of the new charges.

**K. Gym Maintenance Reimbursement**

The City agrees to reimburse the Association a flat amount of five-thousand dollars (\$5,000) annually payable on August 15 of each year, for the ongoing costs associated with the purchase, maintenance and insurance of fitness equipment purchased by the Association.

**L. Bulletin Board(s)**

1. The City shall provide two (2) bulletin boards of reasonable size for use of Association business at the following locations: Patrol Assembly Room, and Lunch Room. The location and style of such bulletin boards 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 to continually self-monitor all bulletin boards assigned to them to ensure that they are maintained in an orderly manner. All material posted must be dated and contain a signature of a member of the Association's Board of Directors.
3. No item that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.
4. The GPOA agrees to conduct itself in a businesslike, lawful manner.



**M. Revocation**

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

**N. Indemnification - Facilities**

1. The Association agrees to hold City harmless and indemnify the City against any claim, causes of action, or lawsuits arising out of any Association's use, placement, installation, operation, goods, services, or device or any publication of libelous matter on Association bulletin board or any use, placement, installation of any equipment, furniture, floor covering, records, or other personal property not owned by City.
2. Association further agrees to reimburse City for any costs of repair to any building space or structure provided by the City to the Association for the exclusive use of the Association and its members for Association business under the terms of this agreement resulting from the deliberate, malicious, or negligent act of any of its unit employees.

**O. Association Liability Waiver**

In lieu of charging a rental fee for consideration of any space, equipment, or structure granted to Association by the City per terms of this Agreement, the Association hereby agrees not to hold City liable for any damages to any equipment, furniture, floor coverings, or other personal property not owned by City.

**P. Limitations**

The Association, its officers, agents, representatives, and/or members shall not conduct Association business, including employee relations matters, during assigned work schedules except as set forth in this Agreement, or with the approval of Police Management.

**VII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. Management Rights**

In order to ensure that the City shall continue to carry out its public safety functions, programs, and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of Glendale, the City continues to reserve and retain solely and exclusively all management rights, regardless of the frequency of use, including those rights and responsibilities set forth by law and those City rights set forth in the City's Employee Relations Ordinance and including but not limited to the following rights:



1. To manage the Police Department and determine policies and procedures and the right to manage the affairs of the Department.
2. To determine the existence or nonexistence of facts which are the basis of the management decision in compliance with State law.
3. To determine the necessity, organization, implementation, and termination of any service or activity conducted by the City or other government jurisdictions and to expand or diminish police services.
4. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, demote, reduce, suspend, reprimand, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Department and/or Civil Service Rules and Regulations.
5. To determine the nature, manner, means, extent, type, time, quantity, quality, technology, standard, and level of police services to be provided to the public.
6. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Police Department because of lack of work or funds or under conditions where continued work would be inefficient or non-productive or not cost effective, as determined by the City.
8. To determine, relocate and/or change the police facilities, methods, technology, equipment, operations to be performed, organizational structure, and allocate and assign work by which the City police operations and services are to be conducted.
9. To determine method of financing.
10. To plan, determine, and manage division's budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Police Department functions and the right to contract or subcontract any work or operations of the Police Department.
11. To determine the size and composition of the Police Department work force, assign work to employees of the Police Department in accordance with requirements determined by the Police Department and to establish and require compliance to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and other work assignments, except as otherwise limited by this agreement, or subsequent agreements.



12. 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 therewith.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classification, job specifications, and to reallocate and reclassify employees in accordance with Civil Service Rules and Regulations.
14. To determine the issues of public policy and the overall goals and objectives of the Police Department and to take necessary action to achieve the goals and objectives of the Police Department.
15. To hire, transfer intra- or inter-Department, promote, reduce in rank, demote, reallocate, terminate, and take other personnel action for non-disciplinary reasons in accordance with Department and/or Civil Service Rules and Regulations.
16. To determine policies, procedures, and standards for recruiting, selecting, training, and promoting employees.
17. To establish, implement, and/or modify rules and regulations, policies, and procedures related to productivity, performance, efficiency, personal appearance standards, code of ethics and conduct, safety, health, and order, and to require compliance therewith.
18. To maintain order and efficiency in police facilities and operation.
19. To restrict the activity of an employee organization on City facilities except as set forth in this agreement.
20. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

**B. Impact of Management Rights**

Where required by law, the City agrees prior to implementation to meet and confer with the Association over the impact of the exercise of a management right upon the wages, hours, and terms and conditions of employment on unit members unless the impact consequences of the exercise of a management right upon unit members is provided for in this Memorandum of Understanding, Civil Service Rules and Regulations, or Departmental Rules and Regulations.



**C. Authority of Third Party Neutral - Management Rights**

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

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

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

**A. Prohibited Conduct**

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

**B. Employee Termination**

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

**C. Association Responsibilities**

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



**IX. BI-MONTHLY MEETING: CITY - GPOA**

**A. Purpose**

The Police Chief and Director of Human Resources shall meet bi-monthly with representatives of the Association. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

**B. Representation**

On duty time shall be provided for three (3) Association representatives, and may be increased if both parties mutually agree.

**C. Meetings**

The meetings shall not be used by either party as meeting and conferring on any issue within the scope of Government Code Section 3500, as amended, et seq.

**X. ASSIGNMENT OF DISCIPLINE CASES TO HEARING OFFICER**

Upon adoption and ratification of this Agreement, the City and Association agree to take the necessary means to amend the City of Glendale Civil Service Rules & Regulations to provide for a modified disciplinary appeal hearing procedure for sworn Police unit employees covered under this Agreement, as set forth in Appendix "A" of this Agreement.



## ARTICLE TWO

### SALARIES AND COMPENSATION

#### I. SALARY SCHEDULE – July 1, 2022~~19~~ through June 30, 2024~~2~~

##### A. Salary Adjustments

1. Effective ~~July 3~~~~the commencement of the first pay period that includes July 1, 2022~~~~0~~, all unit employees shall receive a ~~two~~~~one~~ and one-half percent (~~21.5~~%) salary adjustment above their classification's current assigned base salary.
2. Effective the commencement of the first pay period that includes July 1, 202~~3~~~~1~~, all unit employees shall receive a two and one-half percent (2.5%) salary adjustment above their classification's current assigned base salary.

##### B. Advancement to Police Officer – Step 2

Police Officer Recruit advances to Step 2 upon placement into the classification of Police Officer.

##### C. Employee's Hourly Rate of Pay

Any future fiscal year salary adjustments shall be included into each unit employee's assigned salary and shall include extra pay assignments for determining each unit employee's hourly rate of pay.

##### D. Base Salary

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

##### E. Extra Pay

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

##### F. Salaries Rounded Off

All salaries shall be rounded to the nearest whole dollar.

#### IIV. DEFERRED COMPENSATION

##### A. 401(a) Defined Contribution Plan – Police Sergeant



1. The City has agreed to provide a 401(a) Defined Contribution Plan for the classification of Police Sergeants only. Each employee in the classification of Police Sergeant may irrevocably elect to participate or not participate in this plan, on a one-time basis only. Each unit employee who elects to participate shall mandatorily contribute two percent (3%) of their base salary to this plan.
2. The City shall "pick up" these mandatory contributions according to Section 414(h)(2) of the IRS code. Such plan shall be established and administered in conformance with the provision set forth in the City's Supplementary Benefit Ordinance in effect the date this Agreement became effective.

#### **II.VI. CLASSIFICATION OF POLICE OFFICER RECRUIT**

##### **A. Mandatory Apprenticeship Police Recruit Program**

1. It is understood by both the City and Association by this agreement that the Police Department has since July 1, 1983 had an ongoing mandatory apprenticeship program for all new employees qualifying for entry position of Police Officer. The curriculum, instruction, standards, testing, work schedules, and employee control during the apprenticeship program are mandated by the staff of either Los Angeles County Sheriff Academy, Rio Hondo College, or other such academy as may be required to fulfill the intent of the program.
2. All apprentices must meet all stated requirements and will not be elevated to the classification of Police Officer until they satisfactorily complete this mandated apprenticeship.
3. Qualified employees hired under the lateral entry or "pre-service" academy graduate programs are exempt.
4. As a qualified apprenticeship program, both parties agree that time spent in and related to Police Officer Recruit apprenticeship program by any Police Officer Recruit employees shall not be counted as time worked for purposes of determining overtime, except as otherwise set forth in this Agreement. Furthermore, Police Officer Recruit employees are hereby declared "exempt" from the provisions of the Fair Labor Standards Act (FLSA) as amended.

##### **B. Classifications**

All new employees hired and placed in the apprenticeship program shall be given the classification of Police Officer Recruit. The only exception to this policy will be Police Officers who are hired under the Police Officer lateral transfer or "pre-service" academy graduate programs.





**C. Salary and Length of Classification**

The salary of the Police Officer Recruit classification shall be equal to that of Police Officer Step 1. The classification of Police Officer Recruit shall be for the duration of the Police Academy. Upon graduation from the approved Police Academy and with approval of Police Management, the Police Officer Recruit shall be promoted to Police Officer at the salary level of Step 2.

**D. Non-Sworn Status**

During the length of pre-academy training and the actual training academy, the Police Officer Recruit will be placed in a non-sworn status and shall not be required to perform as a Police Officer. Upon graduation from the training academy and approval of Police Management, the Police Officer Recruit will be promoted in the classification of Police Officer.

**IVH. CLASSIFICATION PHASE-OUT OF POLICE DETECTIVE**

It is understood by both parties that the classification of "Police Detective" is phased out as a Civil Service classification. However, unit employees in the classification of Police Officer and Police Sergeant may use the functional title of "Detective" or "Detective Sergeant" while assigned in such a capacity. The official use of these titles does not create a Civil Service classification, nor in any way establish a property interest right to any assignment that did not previously exist.

**VIII. STEP ADVANCEMENT IN RATE OF COMPENSATION**

**A. Salary Steps**

1. **Step 1** - shall be entry level step for employees in all classifications in this unit.
2. **Step 2** - a unit employee, excepting those in the classification of Police Officer Recruit, who receives an evaluation that successfully meets standards evaluation or is exemplary shall receive this step after completion of six (6) months service in Step 1 in the same classification. Unit employees in the classification of Police Officer Recruit shall advance to Step 2 as set forth in this article.
3. **Step 3** - a unit employee who receives an evaluation that successfully meets standards evaluation or is exemplary shall receive this step after completion of one (1) year of service in Step 2 in the same classification.
4. **Step 4** - a unit employee who receives a successfully meets evaluation that successfully meets standards or is exemplary shall receive this step after completion of one (1) year of service in step 3 in the same classification.



5. **Step 5** - a unit employee who receives a successfully meets evaluation ~~that successfully meets standards or is exemplary~~ shall receive this step after completion of one (1) year of service in Step 4 in the same classification.
6. **Step 6** – a unit employee who receives an evaluation that successfully meets standards ~~evaluation or is exemplary~~ shall receive this step after completion of one (1) year of service in Step 5 in the same classification.
7. **Step 7** – Effective the pay period which includes July 1, 2023, a new salary step (Step 7) will be added to the salary schedule. Unit employees will become eligible for advancement to Step 7 if they have been at Step 6 for at least one (1) year and have received a successfully meets standard evaluation. Step 7 shall be 4.5% above Step 6.
8. **Below Standards Evaluation** - A unit employee who receives an evaluation that does not meet standards shall not be advanced to the next salary step until they receive an evaluation that successfully meets standards or above. Unit employees so affected shall be re-evaluated at six (6) months.
7. ~~**Step M** should be reserved as a reward for job performance which, at a minimum successfully meets standards of performance. A unit employee should normally not be considered for this step until they have completed one (1) year of service in Step 5 in the same classification and the City Manager should require Police Management to furnish convincing proof of the qualifications of unit employees before granting this increase.~~

**B. Removal of "M" Step**

~~If subsequently a unit employee receives an evaluation which does not meet standards, the unit employee may be reduced to Step 5. "M" Step may be reinstated after one (1) year or at a less time as permitted by Management with an evaluation that, at a minimum successfully meets standards of performance.~~

**BC. 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.

**CD. Y-Rating**

When a personnel action, such as a demotion due to layoff, reallocation, reclassification, or job rehabilitation results in the lowering of the incumbent- unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City. "Y- rated" shall mean the maintenance of the incumbent unit employee's base salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the unit employee in a lower salary range. The unit employee's base salary shall remain at the



same level until the salary range of the new classification equals or exceeds the Y-rated salary. Those unit employees on a job rehabilitation shall be "Y" rated upon written agreement and mutual consent between the affected unit employee and the City to facilitate the rehabilitation process.

## **VIX. LONGEVITY COMPENSATION**

### **A. Compensation**

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

1. Effective the pay period beginning August 4, 2019:

<u>% of Payment</u>	<u>Years of Sworn Service</u>
2% of base salary	Beginning year 20

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

<u>% of Payment</u>	<u>Years of Sworn Service</u>
2% of base salary	Beginning year 10
4% of base salary	Beginning year 20

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

<u>% of Payment</u>	<u>Years of Sworn Service</u>
4% of base salary	Beginning year 10
8% of base salary	Beginning year 20

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

## **VIIIX. POLICE AGENT PROGRAM**

### **A. Purpose**

The purpose of the Police Agent Program is to select and recognize those unit employees who may receive difficult and challenging assignments and are required to work independently with a minimum of supervision. These unit employees shall provide leadership, direction and training for other unit employees.

### **B. Compensation**



Unit employees assigned as Police Agents shall receive extra compensation in the amount of five percent (5%) per month above their base salary. Compensation for Police Agents who are also receiving compensation as part of the Master Police Officer Program is subject to the limitations set forth in Article II Section XIX of this agreement.

**C. Administration**

The Police Agent Program shall be administered as follows:

**1. Eligibility**

- a. **Field Services Division** - Unit employees in the classification of Police Officer shall be considered for assignment as a Police Agent based on the amount of experience as a Glendale Police Officer, and whose job performance is rated "successfully meets standards" or higher.
- b. **Other Specialized Assignments** - Unit employees in the classification of Police Officer and whose job performance successfully meets standards shall be considered by the Police Chief for assignment as a Police Agent if they possess the commensurate aptitude, skill, and expertise necessary for such assignment. Such assignments are not subject to any review committee.

**2. Modification - Minimum Experience**

The minimum experience necessary for either Agent assignment may be temporarily modified whenever the Police Chief determines there is an insufficient amount of candidates possessing the required expertise for specialized assignments or eligibility standards within the department from which to select. Modification recommendations may be made by either (a) The Police Chief or; (b) Agent Review Committee for approval by the Police Chief.

**3. Review Committee**

Field Service Division - A Police Agent Review Committee approved by the Police Chief, composed of sergeants and/or lieutenants from the Field Services Division; the Captain of the Field Services Division; and the Association President or designee shall establish selection criteria, screen, rank, and recommend candidates for this assignment. The final recommendation for appointment to the position of Police Agent shall be made by the Field Services Division Captain.

**4. Authorization**



The total number of Police Agent assignments authorized within the various department work sections shall be determined by the City.

5. **Re-evaluation**

Agents are appointed for a six (6) month period. Personnel desiring to be reappointed to the position of Police Agent shall submit such a request in writing. A reevaluation of the assigned Police Agents' performance shall be conducted by each Police Agent committee at every six (6) month interval.

6. **Revocation**

- a. This assignment is revocable at any time by the Police Chief. If such determination is made prior to reevaluation by the Police Agent Review Committee, the officer shall be given written notification stating the reasons for the revocation of the assignment.
- b. This provision does not apply to assignments made by the Police Chief as a specialized assignment, pursuant to the aforementioned paragraph, Section C, 1 b. above.

D. **Assignment**

1. **Responsibilities and Duties**

Unit employees assigned as Police Agents shall be assigned responsibilities and duties as defined and recommended by the Police Agent Review Committees and approved by Police Management and the Police Chief; except, Police Agents are not supervisory assignments and they will only act in a supervisory capacity at the direction of Police Management.

2. **Temporary Assignments**

- a. Police Agent assignments are temporary assignments, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority: it is not a property right and may be revoked by Police Management at any time for job-related reason or operational necessity.
- b. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a



member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**E. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to Police Agent duty and are performing the assignment in their daily scheduled work assignment.
2. However, should a unit employee assigned to Police Agent duty be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

**VIIIXI. LEAD SERGEANT PROGRAM**

**A. Purpose**

The purpose of the Lead Sergeant program is to provide supervisory and operational support for Police Management and developmental opportunities for individual leaders. Although a supervisory assignment, Lead Sergeants will act in a management capacity to the extent directed by the management staff.

**B. Assignment**

Lead Sergeants may either be assigned as Assistant Watch Commanders or to any other assignment designated by the Police Chief based on the needs of the City and of the organization.

**1. Assistant Watch Commanders**

**a. Eligibility**

Eligibility for the Assistant Watch Commander Lead Sergeant position shall include Police Sergeants with a minimum of two years' experience with a most recent performance evaluation of successfully meets standards or higher. Candidates who meet these requirements will participate in an interview process. The Assistant Watch Commander Lead Sergeant interview panel will consist of at least 4 Police Lieutenants (with a minimum of two Lieutenants from Patrol).

**b. Appointment and Review**



The Police Chief shall be responsible for final selection and appointment to the position of Lead Sergeant, based on the needs of the organization. Sergeants appointed to this position may be assigned to work various schedules (3/12, 4/10, 9/80, 5/8) and days at the discretion of management. A reevaluation of the assigned Assistant Watch Commanders will be conducted annually. The Lead Sergeant assignment is revocable at any time by the Police Chief.

2. **Other Assignments**

The Police Chief may designate any other Sergeant's position as a Lead Sergeant based on the needs of the City and of the organization. Eligibility and appointment will be made solely at the discretion of the Police Chief. Sergeants appointed to this position may be assigned to work various schedules (3/12, 4/10, 9/80, 5/8) and days at the discretion of management. Positions designated under this provision are subject to review and are revocable at any time by the Police Chief based on the needs of the City and the Department.

C. **Temporary Assignment**

1. Lead Sergeant assignments are temporary assignments, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code Section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

D. **Compensation**

Unit employees assigned as Lead Sergeant Assistant Watch Commanders shall receive extra compensation in an amount of three percent (3%) to five percent (5%) per month above their base salary.

Unit employees assigned as Lead Sergeants in other positions shall receive extra compensation in an amount of three percent (3%) to five percent (5%) per month above their base salary plus any other assignment compensation expressly provided for the specific position within the MOU.



A sergeant already receiving an extra five percent (5%) compensation for assignment to a specific position or Master Police Officer Program, would receive an additional three percent (3%) to five percent (5%) compensation for a total of eight percent (8%) to ten percent (10%) compensation above their base pay.

The amount of extra compensation for a Lead Sergeant shall be determined by the Police Chief in his/her sole discretion.

**E. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to Lead Sergeant duty and are performing the assignment in their daily scheduled work assignment.
2. However, should a unit employee assigned to the Lead Sergeant Program be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first twenty-one (21) calendar days and until the day he/she returns to this full duty assignment.

**IXH. POST EDUCATIONAL INCENTIVE PROGRAM**

**A. Purpose**

The purpose of the educational incentive program is to motivate unit employees to achieve higher educational and professional law enforcement-related standards, and enhance career development. Additionally, this program is predicated upon a combination of appropriate education training and experience, as established by standards set forth by POST.

**B. Compensation**

1. Unit employees who possess one of the following certificates awarded by the Commission on Peace Officer Standards and Training (POST) shall receive compensation above their base salary.
2. Such compensation shall commence on the pay period following the unit employee meeting the eligibility requirements for the POST certificate.

Certificate Type	Monthly Amount
<b>1. Intermediate POST Certificate:</b>	
Police Officer	\$1,075
Police Sergeant	\$1,200





<b>2. Advance POST Certificate:</b>	
Police Officer	\$1,125
Police Sergeant	\$1,225
<b>3. Supervisory POST Certificate</b>	
Police Sergeant	\$1,275

- Unit employees shall be responsible for notifying the Professional Standards Bureau of their eligibility to receive POST Certificate pay. Compensation will be effective the following pay period from the date of notification or the date of eligibility, whichever is the latter.

**C. Limitations**

- This extra compensation shall be awarded only for the highest achieved certificate as specified in the above section.
- The minimum specified standards shall be at least those prescribed by POST as of the effective date of this agreement.

**XIII. MOTORCYCLE DUTY**

**A. Purpose**

- The purpose of the specialized motorcycle duty assignment is to provide the Police Department with selected qualified unit employees who are responsible for performing selected traffic enforcement, direction and control.
- Unit employees selected for this assignment will be required to obtain and maintain specialized skills in addition to those of a Police Officer, which are unique to motorcycle duty.
- Unit employees assigned to motorcycle duty must demonstrate a proficiency to operate a motorcycle as required by management.

**B. Compensation**

- Unit employees in the classification of Police Officer or Police Sergeant who are assigned by Police Management to a two-wheel motorcycle shall receive extra compensation in the amount five percent (5%) per month above their base salary.
- This compensation is granted in recognition of the hazardous nature of the assigned duties and responsibilities of the motorcycle duty assignment.

**C. Limitations**



1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to two-wheel motorcycle duty.
2. However, should a unit employee assigned to motorcycle duty be unable to perform that 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 returned to this full duty assignment.
3. **Temporary Assignments**
  - a. Motorcycle duty assignment is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
  - b. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**D. Motorcycle Take Home Privilege**

1. Unit employees may be allowed by Police Management to take home their assigned City motorcycle, providing said following conditions are met:
  - a. Unit employees must reside within a sixty (60) mile radius of the Civic Center Garage.
  - b. Motorcycle must be kept in a secured and covered facility at the unit employee's residence.
  - c. Unit employee must maintain motorcycle in a clean condition. (Maintenance and cleaning is to be performed solely during work hours.)
  - d. Unit employee is assigned to a 5/40, 9/80, 3/12, or 4/10 work schedule.



- e. During periods of leave exceeding forty (40) hours, Police Management may require that the motorcycle will be garaged at the Police facility for repair or deployment.
- f. This privilege may be revoked at any time by Police Management if any condition is not complied with.

#### **XIV. HELICOPTER PILOT**

##### **A. Purpose**

- 1. The purpose of the Police Helicopter Operations Assignment is to provide observation, patrol, surveillance, and emergency flights in support of the Police Department services.
- 2. Unit employees selected for this assignment are required to attain and maintain specialized skills, in addition to those of Police Officers, which are unique to aircraft operations.
- 3. These specialized skills require the application of special tactics, operations and applications.
- 4. Each unit employee in this assignment must maintain a current knowledge of aircraft operations, flight rules, aircraft maintenance and safety.

##### **B. Compensation**

- 1. Unit employees in the classification of Police Officer or Police Sergeant who are assigned by Police Management to pilot a helicopter and are designated as "private pilot" shall receive extra compensation above their base salary in the amount of eight and two tenths percent (8.2%) per month above their base salary.
- 2. Unit employees in the classification of Police Officer or Police Sergeant who are assigned by Police Management to pilot a helicopter and are designated as "commercial pilot" shall receive extra compensation above their base salary in the amount of eleven and three tenths percent (11.3%) per month above their base salary.
- 3. Unit employees in the classification of Police Officer or Police Sergeant who are assigned by Police Management to pilot a helicopter and are designated as "trainer" for other unit employees in the operation of the City's helicopter, shall receive an additional compensation of five percent (5%) for a combined total of



sixteen and three tenths percent (16.3%) per month above their base salary. Designated "trainer" must be rated as a "commercial" pilot and "certified flight instructor" in order to receive this additional combined compensation of sixteen and three tenths percent (16.3%).

**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned as a helicopter pilot in their daily work assignment.
2. However, should a unit employee assigned to pilot helicopter duty be unable to perform that 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.
3. Temporary Assignments
  - a. Helicopter pilot duty assignment is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
  - b. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**XIIV. HELICOPTER OBSERVER**

**A. Purpose**



1. The purpose of the Helicopter Observer assignment is to provide observation, patrol, surveillance, and emergency flights in support of the Police Department services.
2. Unit employees selected for this assignment will be required to attain and maintain specialized skills in addition to those of Police Officers which are unique to aircraft operations.
3. These skills require the application of special tactics, operations, and applications.
4. Each unit employee in this assignment must maintain a current knowledge of aircraft operations, flight rules, aircraft maintenance and safety.

**B. Compensation**

1. Unit employees who are assigned by Police Management as an observer in a Police helicopter shall receive extra compensation above their base salary in the amount of five percent (5%) per month above their base salary.

**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned as a helicopter observer in their daily work assignment.
2. Unit employees regularly assigned as a helicopter observer should be trained and should be able to perform emergency landings and have a working knowledge of FAA air regulations within six (6) months of an initial assignment as a helicopter observer.
3. However, should a unit employee assigned to helicopter observer duty be unable to perform that 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.

**D. Temporary Assignment**

1. Helicopter Observer assignment is a temporary assignments, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.



2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

#### **XIIV. SWAT/CRISIS NEGOTIATION TEAM ASSIGNMENT**

##### **A. Comp Time Benefit**

The purpose of the SWAT/Crisis Negotiation Team comp time benefit is to recognize the unit employees assigned to the SWAT program and/or Crisis Negotiation Teams. In recognition of the added responsibilities and time to maintain skills and expertise in special tactics, all unit employees assigned to the SWAT/Crisis Negotiation Team shall receive four (4) hours of compensatory time per month added to their respective comp time leave banks.

##### **B. Limitations**

1. This extra comp time benefit shall only be granted during those periods or portions thereof when such unit employees are actually assigned to SWAT/Crisis Negotiation Team duty.
2. However, should a unit employee assigned to the SWAT/Crisis Negotiation Team be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days or more, this assignment of comp time 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 returned to this full duty assignment.

##### **C. Temporary Assignment**

1. The SWAT/Crisis Negotiation Team assignment is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs,



the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

#### **XIVH. K-9 DUTY PROGRAM**

##### **A. Purpose**

1. The purpose of the K-9 Duty Program is to enhance general and specialized law enforcement patrol through the efficient use of canine service teams in the areas of narcotics detection, explosive detection, crime prevention, crime suppression, criminal field investigation, officer/citizen safety, and community relations, with minimal commitment of additional resources.
2. Unit employees assigned to dog handling (K-9 Assignment) shall be responsible for the care, maintenance and exercise of the assigned animals.
3. City agrees to pay costs related to reasonable logistical and maintenance support for K-9 as approved by management. Management reserves the right to inspect facilities with advance notice to insure compliance of program requirements.

##### **B. Compensation**

1. Unit employees while assigned by Police Management to K-9 Assignment, shall receive extra compensation in the amount of five percent (5%) per month above their base salary, and will no longer be designated as Police Agents.
2. In recognition of the assigned duties and responsibilities of a K-9 handler, unit employees in this assignment shall be compensated twenty (20) hours per month at straight time for time spent off duty in the care, maintenance and exercise of the assigned animals. This work schedule and off-duty compensation shall apply to K-9 handlers regardless of Division or Bureau of assignment.
3. This compensation is granted in recognition of the assigned duties and responsibilities of the K-9 Assignment including any time spent by the unit employee on or off duty in the care, maintenance and exercise of the assigned animal(s).
4. This compensation shall be in lieu of any other compensation and shall constitute the sole and entire payment for this assignment.



**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to K-9 duty.
2. However, should a unit employee assigned to K-9 duty be unable to perform that function due to a non-job related illness or injury for a period of fifteen (15) working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first fifteen (15) working days and until the day he/she returns to this full duty assignment. If, however, the unit employee is capable of continuing to care for the K-9 during such convalescence, the assignment pay shall not be suspended.

**D. Temporary Assignments**

1. K-9 assignments are temporary assignments, not a separate Civil Service status and are not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**XVIII. ARSON INVESTIGATION PROGRAM**

**A. Purpose**

1. The purpose of the Police Arson Investigation Program is to provide a collaborative working relationship between the Police and Fire Departments in the investigation of suspected arson incidents within the Glendale community.
2. Unit employees selected to the Arson Investigation Program will receive specialized training in the detection and investigation of arson incidents. Unit employees selected to the Arson Investigation Program must maintain current knowledge of arson investigation techniques.

**B. Compensation**





1. Unit employees in the classification of Police Officer, designated by Police Management to perform Arson Investigation Program duties shall receive extra compensation in the amount seven percent (7%) above their monthly base salary.
2. Unit employees who receive the above compensation shall not be eligible for the Administrative Non-3/12 Assignment Pay.

**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to the Arson Investigation program.
2. However, should a unit employee assigned to the Fire Arson Investigation Program be unable to perform that function due to a non-job related illness or injury for a period of fifteen (15) working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first fifteen (15) working days and until the day he/she returns to this full duty assignment.
3. The City reserves the right to staff the Arson Investigation Program in accordance with the needs of the Glendale Police Department, which may result in no unit employees assigned to this specialized program. Nothing in this agreement shall prevent the — Police Chief or his designee, from assigning investigators to any arrangement which facilitates the investigation of Arson cases in an expedient and cost effective manner in keeping with the overall mission of the Glendale Police Department.

**D. Temporary Assignment**

1. Arson Investigation is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.



## **XVIX. EMERGENCY MEDICAL TECHNICIAN PROGRAM**

### **A. Purpose**

The purpose of this program is to provide an enhanced level of emergency service and life-saving capabilities of the Glendale Police department through the strategic deployment of personnel with an advanced level of training to provide care to those who requested emergency medical assistance, have sustained injuries because of criminal activity, vehicle collisions or some other accident, and have the capability to provide such assistance in dynamic and hazardous situations (e.g. active shooter situations, warrant service, etc.).

### **B. Compensation**

Police Officers who are designated by the department to participate in the Emergency Medical Technician Program shall receive extra compensation in the amount five percent (5%) per month above their base salary, unless the Police Officer is already receiving an additional five (5) percent assignment or Master Police Officer program pay.

### **C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned by Police Management to the Emergency Medical Technician Program.
2. In order to be eligible to participate in this program, Police Officers must obtain and maintain certification as an Emergency Medical Technician.
3. However, should a Police Officer assigned to this program be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days 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 returned to this full duty assignment.

### **D. Temporary Assignments**

1. This assignment is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational



needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**XVIII. ADMINISTRATIVE (NON-3/12) ASSIGNMENT PROGRAM**

**A. Purpose**

1. Since the majority of unit employees are assigned to and receive the benefit of the 3/12 work schedule, the Administrative (Non-3/12) Assignment Pay Program was established to recognize unit employees in various administrative assignments, who do not receive the benefit of the 3/12 working schedule.
2. Unit employees in the following non-3/12 work schedule assignments are eligible for compensation under the Administrative (Non-3/12) Assignment Program:
  - a. Investigative Services
  - b. Staff Services (PIO)
  - c. CIB Investigations
  - d. SIB Investigations
  - e. Youth Services
  - f. Traffic personnel excluding motor assignment
  - g. COPPS Program
  - h. Retail Crimes
  - i. Professional Standards
  - j. ASD Officer (Jail)
  - k. Field Services Division Admin Sergeant
  - l. Other non-3/12 assignments.



3. Unit employees receiving extra compensation for the assignments of: K-9 Officer, K-9 Vice-Narcotics, Helicopter Pilot (trainer and non-trainer), Helicopter Observer, Motorcycle Duty, Emergency Medical Technician Program, Master Police Officer Program, and Arson Investigator as set forth in Article Two, shall not receive additional compensation under the provisions of the Administrative (Non-3/12) Assignment Program.
4. Patrol personnel temporarily assigned (on loan) to a non 3/12 assignments shall not be eligible to receive the Administrative Non-3/12 Assignment Pay unless the temporary assignment extends beyond thirty (30) days.

**B. Compensation**

Unit employees designated by Police Management to assignments under the Administrative (Non-3/12) Assignment Program, shall receive extra compensation in the amount of five percent (5%) per month above their monthly base salary.

**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to the Administrative (Non-3/12) Assignment Program.
2. However, should a unit employee assigned to the Administrative (Non-3/12) Assignment Program be unable to perform that function due to a non-job related illness or injury for a period of fifteen (15) working days or more, this assignment compensation shall be suspended for all scheduled work days not worked in excess of the first fifteen (15) working days and until the day he/she returns to this full duty assignment.

**D. Temporary Assignment**

1. The Administrative (Non-3/12) Assignment is a temporary assignment, not a separate job classification; it does not have Civil Service status and is not subject to Civil Service selection procedures, appeals, or seniority; it is not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or



*White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**E. Restriction During Administrative Assignment**

Any unit employee not regularly assigned to the Administrative Non-3/12 Pay, but is placed on a non-3/12 schedule because of an administrative assignment to the Professional Standards Bureau or a Temporary Modified Assignment shall not be eligible to receive the Administrative Non-3/12 Pay.

**XVIII. MASTER POLICE OFFICER PROGRAM - RETENTION OF FIVE PERCENT (5%)**

**A. Retention of Five Percent (5%) Compensation**

Unit employees, after having concluded a minimum of three (3) consecutive years in a specialized assignment in their current classification, including but not limited to the Administrative Non-3/12 assignments, wherein a premium of five percent (5%) was earned may retain the five percent (5%) compensation following completion of the specialized assignment as part of the Master Police Officer program. This compensation is provided as a means of recognizing the unit employee's knowledge, education and training in that specialized assignment and the expectation that that knowledge will be used to assist in conducting field investigations, mentoring other officers, and providing training as they transition back to patrol or a different assignment.

**B. Limitations**

1. The five percent (5%) Master Police Officer program pay shall be provided only following the completion of a minimum of three (3) consecutive years in a specialized assignment in the unit employee's current classification where five percent (5%) extra compensation is earned.
2. The unit employee must have a minimum of five (5) years of experience as a Police Officer.
3. The five percent (5%) Master Police Officer program pay shall be provided to unit employees who have demonstrated a high level of proficiency, completed the appropriate course of training in the specialized assignment as required by Police Management, and received a "successfully meets standards" or higher rating on their last performance evaluation in that assignment.
4. The five percent (5%) Master Police Officer program pay will "stack" in the event a patrol officer receiving the pay performs any of the duties of a Police Agent for the majority of the month in that assignment.



5. In order to maintain the Master Police Officer program pay the unit employee (Police Officer / Police Sergeant) is required to take an POST-certified educational course in the specialized subject matter or other course as approved by Police Management in which that unit employee attained their expertise ~~(as determined by Police Management)~~ assignment every five (5) years. The unit employee is required to aid and assist in related cases and investigations in that subject matter, as directed by management, and provide training to other department employees on an as needed basis, regardless of their current assignment.
6. The five percent (5%) Master Police Officer program shall apply to all unit employees currently working in a patrol assignment regardless of when they worked in the specialized assignment, as long as the above listed requirements are met.
7. Any dispute over eligibility for the Master Police Officer program pay will be reviewed by the Police Chief who will make a final determination. If the unit employee is not satisfied with the decision of the Police Chief, the unit employee may utilize Step III of the grievance procedure and appeal to the City Manager.

#### **XIX. FOREIGN LANGUAGE OR SIGN LANGUAGE INTERPRETER PROFICIENCY PROGRAM**

##### **A. Purpose**

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

##### **B. Compensation**

1. Unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program shall receive extra compensation above their base salary in the amount of one hundred seventy-five dollars (\$175.00) per month above their base salary.
2. This extra pay compensation shall become effective the first pay period following receipt of approval by the Director of Finance. This extra compensation shall terminate immediately upon the day the assignment is revoked by Police Management.



**C. Administration**

The Police Foreign Language or Sign Language Interpreter Proficiency Program shall be administered as follows:

**1. Qualifications**

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

- a. The unit employee possesses and exercises:
  - 1) Linguistic skills and abilities in both English and in a foreign language including sign language.
  - 2) Knowledge of and sensitivity toward the culture and needs of the foreign language group.
- b. The specific assignment of the unit employee requires a demonstrated ability in both English and in a foreign language used by a large segment of the residents of the City which the Police Department serves or by hearing impaired individuals in need of City services.
- c. The specific assignments must require the use of both languages by the unit employee on a continuing, frequent, and recurring basis in order to meet the public safety and law enforcement duties and responsibilities of the Police Department.
- d. The specific assignment must require the unit employee to interview and interrogate persons in criminal investigations requiring the use of both languages.
- e. The special assignment requires that unit employees may be subpoenaed to testify in a criminal or administrative proceeding regarding information received through translation or interrogation.

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

- a. Unit employees meeting the qualifications of the program and who wish to be placed in the Foreign Language Interpreter Proficiency Program must first apply, test, and successfully demonstrate in the Foreign



Language or fluency in the Sign Language through examinations administered by the Human Resources Department.

- b. The Human Resources Department shall then certify to the Police Chief the names of unit employees who have successfully demonstrated foreign language fluency skills and abilities or sign language skills and abilities.

3. **Application**

Unit employees who have been certified in foreign language skills and abilities and seek consideration for assignment to the Foreign Language Interpreter Proficiency Program shall submit an application requesting consideration for the program. Application should be submitted to the Police Chief through the unit employee's commanding officer.

4. **Eligibility Criteria**

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

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

5. **Appointment**

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

6. **Total Number of Authorized Assignments**





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

**D. Interpreter Skills of All Employees**

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

**E. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to the Foreign Language or Sign Language Interpreter Proficiency Program and are performing the assignment in their daily scheduled duties.
2. However, should a unit employee assigned to Foreign Language or Sign Language Interpreter Proficiency Program duty be unable to perform that 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.

**F. Temporary Assignments**

1. Foreign Language Interpreter or Sign Language Proficiency assignments are temporary assignments, not a separate job classification; they do not have Civil Service status, and are not subject to Civil Service selection procedures, appeals, or seniority; they are not a property right and may be revoked by Police Management at any time for job-related reasons or operational necessity.
2. Unit employees assigned to these and other extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced



transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

**XXIII. FIREARM PROFICIENCY SKILL PAY**

**A. Purpose**

1. The purpose of the Firearm Proficiency Skill Pay is to compensate unit employees who have demonstrated a skill to utilize a firearm in a manner that exceeds specified proficiency levels as set forth in this section.
2. Unit employees may be called upon to use firearms in the performance of their duties.

**B. Proficiency Required**

1. Unit employees shall fire the prescribed combat or target training course as directed by the Police Chief.
2. Any unit employee failing to fire as required herein may be subject to personnel action including disciplinary action.
3. In addition to the required number of courses, the Police Chief may require a minimum point qualification for both the combat and target courses which he deems necessary to ensure proficiency of such unit employee and may require any such unit employee who within the past year has not attained the minimum point qualification to take additional firearms training.

**C. Proficiency Compensation**

1. Unit employees shall receive additional compensation above the base salary each month for marksmanship as herein provided.
2. This extra compensation shall be in the following amounts and based upon the following scale of proficiency as demonstrated upon the approved firearms target/combat type course:

**COMPENSATION PER MONTH**

<u>Standard</u>	<u>Proficiency</u>	<u>Per Month</u>
Marksmanship	75% - 84%	\$ 0.00
Sharpshooter	85% - 92%	\$12.00
Expert	93% - 95%	\$18.00
Master	96% and above	\$30.00



**D. Qualifying Period and Duration**

1. Unit employees shall receive this extra compensation only for the twelve (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 Finance and Administrative Services.
2. The qualifying shoot period for determining proficiency compensation shall be January-December of each calendar year.
3. Proficiency compensation shall be determined by the composite average shoot score for all of the shoot courses within the preceding calendar year.
4. New unit employees shall be compensated based upon that portion of the previous calendar year during which they attended the bi-monthly shoots or by participation in a 42-round shoot pay course.

**E. Participation**

1. Whenever possible the unit employee will participate in this training on an on-duty status. The scheduling and/or release time will be with management approval in order to meet the staffing needs.
2. When the unit employee must participate in this training at the outdoor range on an off-duty status, he/she will be compensated with a total of one and one-half (1.5) hours of overtime inclusive travel time to and from the outdoor range.
3. If the unit employee returns to the range on his/her own to participate in additional shoots for their own practice or because they failed to qualify at their required shoot, they will not be compensated for their time at the range or for travel.

**F. Authority**

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.

**G. Waiver of Participation**

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



#### **XXIV. DRUG RECOGNITION EXPERT (DRE) PROGRAM**

##### **A. Purpose**

The purpose of the Drug Recognition Expert Program is to incentivize and compensate unit employees who invest the time, training and experience necessary to obtain and maintain the Drug Recognition Expert Certification.

##### **B. Compensation and Eligibility**

Effective the first pay period that includes July 1, 2023, unit employees in the classification of Police Officer with a current Drug Recognition Expert Program Certification, and who are currently assigned to Patrol and/or Traffic Bureau, will be eligible for a \$420 per month stipend. No more than 40 officers shall receive the stipend. Unit employees in the classification of Police Officer assigned to Patrol and/or Traffic Bureau shall submit proof of their current DRE Certification in order to be eligible for the stipend. Once the cap of 40 Police Officers is reached, Police Officers will be placed on a list in order of submission of proof of their current DRE Certification. In the event of simultaneous submissions, seniority will dictate the order. For purposes of this provision, seniority is defined as total sworn law enforcement experience.

Once a Police Officer is no longer assigned to Patrol and/or the Traffic Bureau, he/she will stop receiving the stipend the first full month after their assignment to Patrol and/or the Traffic Bureau has ended. It is agreed that the loss of compensation associated with no longer receiving the DRE stipend shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento* (1976) 31 Cal.3d 676, unless the removal is imposed for disciplinary or punitive purposes.

##### **C. Limitations**

Should a unit employee receiving the DRE stipend be unable to perform their job duties due to a non-job-related illness or injury for a period of at least twenty-one (21) calendar days, this DRE stipend shall be suspended until the month he/she returns to full duty.

#### **XXII. LIMITATIONS ON ASSIGNMENTS**

- A.** Assignments to extra pay positions are temporary assignments, 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 and may be revoked by Police Management at any time for job-related reasons or operational necessity.
- B.** Unit employees assigned to extra pay positions may be transferred in accordance with normal department practices and/or operational needs for non-disciplinary and/or non-



punitive reasons; if such a transfer occurs, the unit employee shall not be entitled to an administrative appeal. It is agreed that the loss of compensation associated with the above referenced transfers/removals shall not be considered punitive nor entitle a member to receive an administrative appeal pursuant to Government Code section 3304 or *White v. County of Sacramento (1976) 31 Cal.3d 676*, unless the removal is imposed for disciplinary or punitive purposes.

#### **XXIII. UNIFORM ALLOWANCE AND ISSUED UNIFORM EQUIPMENT**

##### **A. Purpose**

1. The purpose of uniform cleaning and replacement allowance is to provide funds for the future purchase, replacement, and cleaning of uniforms and clothing.
2. Additionally, the funds are provided to compensate for all time expended in cleaning and maintaining required uniform equipment in proper order.

##### **B. Uniform Cleaning and Replacement Allowance**

1. Unit employees shall receive a uniform cleaning and replacement allowance of one thousand four hundred dollars (\$1,400.00) per year. The allowance is payable as earned, and pro-rated into each bi-weekly paycheck.
2. Unit employees, except employees on IOD status, who have been on an unpaid leave of absence for any reason from active service for any time in excess of forty two (42) calendar days shall stop receiving the uniform and cleaning allowance until such time as the unit employee returns to work on a paid status.
3. New unit employees in the classification of Police Officer Recruit shall receive a one-time only payment of fifty dollars (\$50.00) as the uniform cleaning allowance during their first year of employment.

##### **C. Uniform Clothing and Equipment Allowance in Lieu of Issue - Police Officer**

###### **1. Allowance Issue**

###### **a. Police Officer Recruits – One-Time Allowance**

New unit employees in the classification of Police Officer Recruit shall receive a one-time allowance of one thousand (\$1,000.00) dollars for uniform clothing and equipment purchase in lieu of issue.

###### **b. Police Officer - Academy Graduation-One-Time Allowance**



- 1) Upon taking oath of office as a Police Officer for the City, Police Academy graduates shall receive a one-time allowance of five hundred dollars (\$500.00) for uniform clothing and equipment purchase in lieu of issue.

c. **Police Officer - Lateral Entry One Time Allowance**

- 1) Immediately upon taking oath of office as a Police Officer for the City, lateral entry unit employees shall receive a one-time allowance of fifteen hundred dollars (\$1,500.00) for uniform clothing and equipment purchase in lieu of issue.

2. **Limitations**

All unit employees who resign from their position and later are reinstated shall not be recognized as a new hire and shall not be eligible for equipment allowance.

3. **Purchase - Specifications**

- a. Such uniform equipment purchase allowances meet legal requirements and shall be in lieu of the purchase and supply of these items by the City.
- b. Uniform equipment and uniform clothing items shall meet specifications as set forth in the Glendale Police Manual.

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

1. Any unit employee who fails probation with the City or who voluntarily terminates prior to the completion of their probation shall return the uniform items to the Professional Standards Bureau (PSB) prior to their separation from the position. If the unit employee has received the allowance, but has not yet purchased uniform items, he or she shall reimburse to the City that amount equal those funds previously issued by authority of Section C-1.
2. Failure to reimburse the City uniform and equipment allowance previously issued under these conditions shall require the city to withhold any unpaid portion from sums owed to unit employee by City at time of termination.
3. City agrees that Association has no obligation to collect any clothing, equipment, or money due City as a result of the provisions of the preceding two (2) sub-sections.
4. City further agrees to hold Association harmless and/or indemnify against any cause of action resulting from City's enforcement of the provisions of these sections.



**E. Uniform Equipment - Repair and Replacement**

**1. Repair and Replacement**

- a. The City shall replace or repair uniform equipment as necessary, according to department discretion and specifications once such items have been deemed no longer serviceable due to wear or damage.
- b. Should the City choose to issue a voucher for the damaged item, such voucher shall be for an amount permitting the repairs or replacement of equipment meeting the minimum division standards regardless of the type, make, model or modifications of the item.
- c. Upon the City's replacement or issuance of a voucher, the damaged equipment shall be turned in to the City except equipment which is repaired pursuant to approval by a division commander.

**2. Uniform Equipment List**

The following is the uniform equipment that the City will replace or repair:

- ◆ Ammunition
- ◆ Handcuff Case
- ◆ Ammunition Pouch
- ◆ Baton
- ◆ Helmet (motorcycle and helicopter)
- ◆ Baton ring
- ◆ Holster
- ◆ Radio Holder
- ◆ Flashlight
- ◆ Keeper Straps (4)
- ◆ Flashlight Batteries/bulbs
- ◆ O.C. (Pepper Spray Holder - Leather)
- ◆ Key Ring/Leather
- ◆ Guard
- ◆ Fire Retardant Gloves (Helicopter)
- ◆ Rain Coat
- ◆ Flight boots
- ◆ Sam Browne Belt
- ◆ Handcuffs
- ◆ Service Weapon
- ◆ Whistle
- ◆ Ballistic Helmet



- ◆ Safety Gloves (Motorcycle)
- ◆ Safety Goggles/Glasses (Motorcycle)
- ◆ Kevlar Riding Pants

3. **Uniform Equipment - Motorcycle Assignment**

- a. Unit employees assigned to two-wheel motorcycle duty shall be issued at the time of assignment on a one-time only basis (except as otherwise stated):
- ◆ 1 Safety Helmet
  - ◆ 2 Pairs Kevlar Riding Pants
  - ◆ 1 Pair Safety Gloves
  - ◆ 1 Pair Safety Goggles or Safety Glasses, not to exceed \$100 per replacement, excluding corrective lenses, as recommended by the Weapons & Uniform Committee and approved by the Police Chief.

4. **Uniform Equipment - Helicopter Assignment**

Unit employees assigned to helicopter duty shall be issued at the time of assignment the following items, and these shall be repaired or replaced in accordance with E. 2.

- ◆ 1 Pair Flight Boots
- ◆ 1 Aviation-Type Safety Helmet
- ◆ 1 Fire Retardant Jump Suit
- ◆ 1 Pair Fire Retardant Gloves
- ◆ 1 Fire Retardant Flight Jacket

5. **SWAT Uniform and Replacement**

Unit employees assigned to SWAT duty shall be issued at the time of assignment the following items:

- ◆ 1 BDU Black Uniform
- ◆ 1 BDU Green Uniform
- ◆ 1 Nylon Pants Belt
- ◆ 1 Holster
- ◆ 1 Nylon Gun Belt
- ◆ 1 Magazine Pouch
- ◆ 1 Handgun Light
- ◆ 1 Cuff Case
- ◆ 1 Protective Vest
- ◆ 1 Pair of Tactical Black Boots





◆ 1 NFDD Pouch

Unit employees assigned to SWAT duty shall be provided with the following replacement uniforms:

- ◆ 1 Replacement green training BDU department-authorized style uniform on an annual basis, or as needed.
- ◆ 1 Replacement standard operational BDU green uniform every two years, or as needed.

**F. Clothing Repair and Replacement**

1. The City shall reimburse the cost in excess of ten dollars (\$10.00) per incident for repairing the uniform, glasses, or clothing (exclusive of equipment listed in Section E-2) of any unit employee damaged in the course of their employment or for replacing the same upon certification of the Police Chief to the City Manager that it cannot be reasonably repaired. The City Manager shall determine such cost and whether such damage was sustained within the course of the employment.
2. In considering the cost amount to be given unit employee for replacement, the City Manager shall determine the use and extent of wear of the damaged items.

**G. Flat Badges**

1. The City shall furnish to any unit employee, except those in the Police Officer Recruit classification, upon request, a flat replica of the authorized chest police badge which shall be permanently affixed in a specified carrying case.
2. This issue of the flat badge shall be subject to the limitations described in Department Policies and Procedures concerning the use, display, and ownership of police badges.

**XXIV. AUTO ALLOWANCE - SCHOOL RESOURCE OFFICER**

**A. Purpose**

The purpose of this provision is to reimburse unit employees assigned as School Resource Officers for the use of their personal vehicle in the performance of their duties as a School Resource Officer.

**B. Compensation**

Unit employees assigned to School Resource Officers shall receive a monthly auto allowance of fifty dollars (\$50.00) per month.



**C. Limitations**

1. This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to School Resource Officers duty, are performing the assignment in their daily scheduled work assignment, and are required to use their personal vehicle in the performance of their duties.
2. However, should a unit employee assigned to School Resource Officers duty be unable to perform that function due to a non-job related illness or injury for a period of twenty-one (21) calendar days, this assignment compensation shall be suspended for all schedule 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.

**XXVII. DAMAGED EQUIPMENT OR UNIFORMS**

Any unit employee who intentionally or negligently damages or loses any issued equipment or uniforms may be subject to disciplinary action.

**XXVIII. RETIREMENT**

**A. PERS**

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

**B. Employer PERS Contribution Rate**

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

The employer PERS contribution rate includes but is not limited to the following items: Administrative (non 3/12) Pay, the Master Police Officer Program Pay, Longevity Pay, holiday in-lieu pay and uniform allowance (for Classic PERS Members only), exclusive of overtime and reimbursement compensation. (Uniform allowance is not included in PERSable salary for PEPR "New" Members, pursuant to AB 340.)

**C. PERS Cost Sharing**

In the event that the employer Public Employees Retirement System (PERS) contribution rate set forth in Section XXVIII. Subsection B. established (by PERS) for the category of public safety employees (Police and Fire) of the City of Glendale exceeds four percent (4%) of salary set forth in Section XXVIII. Subsection D., 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 four percent (4%) of salary.

1. "Classic" PERS Members

The maximum amount a unit employee who is designated as a "Classic" PERS Member will pay is not to exceed 3.5% of "PERSable" salary annually.

2. PEPRA "New" PERS Members

Effective October 1, 2016, the maximum amount a unit employee who is designated as a PEPRA "New" PERS Member will pay is not to exceed 1.75% of the "PERSable" salary annually.

Examples

The following examples illustrate this agreement between the City and GPOA:

Employee Contribution Example

EMPLOYER PERS CONTRIBUTION RATE	CITY PAYS	EMPLOYEES PAY	
		CLASSIC	PEPRA (10/1/16)
1.0%	1.0%	0.0%	0.0%
2.0%	2.0%	0.0%	0.0%
3.0%	3.0%	0.0%	0.0%
4.0%	4.0%	0.0%	0.0%
PAY 50/50 IN EXCESS OF 4%	CITY PAYS	EMPLOYEES PAY	
		CLASSIC	PEPRA (10/1/16)
5.0%	4.5%	0.5%	0.5%
6.0%	5.0%	1.0%	1.0%
7.0%	5.5%	1.5%	1.5%
8.0%	6.0%	2.0%	1.75%
10.0%	7.0%	3.0%	1.75%
20.0%	16.5%	3.5%	1.75%
30.0%	26.5%	3.5%	1.75%
40.0%	36.5%	3.5%	1.75%
Maximum amount of 3.5% to be paid by unit employees annually.			

**D. Employee PERS Contribution Rate**

For the purpose of this section, "employer PERS contribution rate" means the percentage rate established annually by PERS as the employer cost for retirement benefits.

**E. Salary and Extra Pay**

For the purpose of this section, "salary" means those categories of salary and PERS reportable extra pay as set forth in Section XXVIII Subsection B.

**F. Employee PERS Contribution**



1. Unit employees contribute approximately nine percent (9%) of their salary, including holiday-in-lieu pay and uniform allowance and extra pay, exclusive of overtime and reimbursement compensation. The contribution rate for the unit employees is governed by State legislation.
2. Effective July 16, 1989 the six percent (6%) of the nine percent (9%) of the unit employees' PERS contribution, which prior to July 16, 1989 was paid for by the City, will no longer be paid for by the City. Effective July 16, 1989, the previously City-paid for six percent (6%) PERS contribution and an additional three percent (3%) for the total of nine percent (9%) will be converted to the unit employees' monthly salary as stated in this Memorandum of Understanding and City Salary Ordinance.
3. It is understood that this total of nine percent (9%) added to salaries by the City shall be included in all salary and compensation comparisons.
4. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.
5. Effective July 16, 1989 the City shall "pick up" the unit employees' required PERS contribution. This "pick up" shall be in accordance with Section 414(h) 2 of the Internal Revenue, whereby unit employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).
  - a. The City shall "pick-up" for tax purposes the entire statutorily required unit employee contribution to PERS.
  - b. It is understood that the unit employees shall pay the entire statutorily required nine percent (9%) PERS contribution through payroll deductions
6. AB 340 (the California Public Employees' Pension Reform Act of 2013,) as it may from time to time exist, shall in its entirety be given full force and effect during and after the adoption of this agreement. Any provision in this agreement which contradict any provision of AB 340 shall be deemed null and void, with the contrary AB 340 provision(s) being given full force and effect. Therefore, no provision of AB 340 shall be deemed to impair any provision of this agreement or any MOU, Agreement, Rule or Regulation predating this agreement.

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



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

**G. Employee Contribution to Employer Contribution Rate – Pre-Tax**

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

**H. The City Contracts for the Following Additional Retirement Benefits for "Sworn Unit Employees":**

1. "2% at 50" formula as adopted by the City, effective January 1, 1973.
2. 1959 Survivors Benefit as adopted by the City effective July 1, 1961.
3. Survivors Continuous Benefit as adopted by the City, effective September 1, 1969.
4. One-time five percent (5%) increase for unit employees retired prior to January 1, 1971, adopted by the City, effective July 1, 1975.
5. One year highest compensation provision as adopted by the City, effective October 1, 1977.
6. Post retirement survivor allowance to continue after remarriage, effective August 13, 1985.
7. Section 21222.72: One-time four percent (4%) increase for sworn Police employees who retired prior to January 1, 1981.
8. Military Buy-Back Provision as adopted by the City effective November 8, 1991.



9. Survivor Benefit - Level Three 1959 Survivor Benefit (Gov't. Code 21382.4) effective November 5, 1994.
10. Survivor Benefit - Level Four 1959 Survivor Benefit (Gov't. Code 21382.4) effective July 1, 1997.
11. Unused Sick Leave Service Credits (Gov't Code 20965) effective January 1, 1997.
12. "3% at 50" formula as adopted by the City, effective June 30, 2001.
13. Retirement Optional Settlement 2 Death Benefit (Government Code 21548, effective no later than January 1, 2005.
14. "3% at 55" formula (with highest three average years), as adopted by the City effective January 1, 2012 for all new unit employees hired on or after January 1, 2012.

**I. The City Contracts for the Following Additional Retirement Benefits for "Non-Sworn" Unit Employees (Police Officer Recruit)**

1. The City agrees to provide the same retirement benefits for non-sworn unit employees as provided for other non-sworn (full-time) miscellaneous employees of the City of Glendale.
2. When Police Officer Recruit employees are officially placed into sworn status in the classification of Police Officer, they shall be eligible for the retirement benefit for sworn unit employees as outlined in this agreement.

**J. Amendment to PERS Contract Relating to Employer Cost-Sharing**

Upon written request by the GPOA, the City agrees to take the necessary steps to work with PERS to amend the City's contract with PERS to insure that the funds paid to the Employer Contribution by unit employees be reflected on the unit employee's annual PERS statement, as long as the provisions set forth in XXVIII-C above, with respect to the percentages paid by the unit employees for cost-sharing remain intact.



## **ARTICLE THREE**

### **WORK PERIODS, SCHEDULES, AND OVERTIME**

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#### **I. WORK PERIODS**

##### **A. Twenty Eight (28) Day Work Period**

The work period for unit employees shall be a fixed and regularly recurring period of time consisting of twenty eight (28) consecutive twenty four (24) hour days.

##### **B. Twenty Eight (28) Day Work Periods - Beginning/Ending**

1. The twenty eight (28) day work period shall begin on Sunday, 12:00 a.m. and end twenty eight (28) days later on Saturday night at 11:59.59 p.m.

Thereafter the work period shall be a fixed and regularly recurring twenty eight (28) day work period.

#### **II. DAILY WORK SCHEDULE**

##### **A. Eight (8) Hour Work Schedule - Designated Positions / Assignments**

1. The daily work schedule (forty (40) hour work week) for unit employees assigned, either permanently or temporarily, to designated positions/ assignments which may include, but is not limited to the following:
  - a. School Resource Officer (SRO)
  - b. School Campus Officer
  - c. Academy Training Officer
  - d. Court Transportation Officer
  - e. Court Liaison Officer
  - f. DARE Officer
  - g. Any unit employee in designated assignment as determined by Police Management shall be eight (8) hours of work time, inclusive of breaks, exclusive of a one (1) hour meal.
2. Police Management may move a unit employee working on eight (8) hour work schedule to a schedule consisting of eight (8) nine (9) hour work days and one (1)



eight (8) hour work day in a fourteen (14) day work period consisting of a forty (40) hour average work week.

**B. Ten (10) Hour Work Schedule**

1. The daily work schedule (forty (40) hour work week) for unit employees in specialized, non-patrol assignments and placed on a ten (10) hour work day by Police Management shall consist of ten (10) hours of work time inclusive of breaks and inclusive of a one-half (1/2) hour meal break. Unit employees assigned to the ten (10) hour work schedule shall have the opportunity to take a one-half (1/2) hour meal break during their shift unless circumstances prevent it. Unit employees assigned to the ten (10) hour schedule are considered to have already been compensated for their meal breaks, and should they be unable to take their meal break they shall not receive further compensation.
2. Divisions, units or details subject to the ten (10) hour work day schedule may include, but are not limited to:
  - a. Investigative Services Division
  - b. Support Services Division
  - c. Field Services Division specialized and/or non-patrol assignments
  - d. Investigators assigned to the Traffic Bureau.

**C. Twelve and One-Half (12.5) Hour Work Schedule - Field Services Division - Patrol Bureau and Support Services Division – Traffic Bureau**

1. The daily work schedule for unit employees assigned to Field Services Division Patrol Bureau and Support Services Division Traffic Bureau, (pursuant to the Division's work schedule policy, other than assignments designated) either permanent or temporary, shall be twelve and one-half (12.5) hours of work time, inclusive of breaks and a one-half (1/2) hour meal break.
2. Unit employees assigned to the twelve and one-half (12.5) hour work schedule are considered to have already been compensated for their meal breaks and if they are unable to take their meal break, they shall not receive further compensation. Unit employees will have the opportunity for a meal break within their twelve and one-half (12.5) hour work schedule unless circumstances prevent it.
3. Notwithstanding the twelve and one-half (12.5) hour work schedule, the use of leave benefits and comp time shall be computed on the basis of a twelve (12) hour daily work schedule, except for the payback day which will be computed on the basis of a ten (10) hour daily work schedule.





4. Generally (with the exception of training, the use of leave time and of irregular assignments necessary to meet management needs) unit employees assigned to the twelve and one-half (12.5) hour work schedule:
  - a. Shall work three (3) consecutive twelve and one-half (12.5) hour work days weekly on prescheduled days selected pursuant to the Division's work schedule policy; and
  - b. Shall work an additional prescheduled ten (10) hour "pay-back day" each twenty-eight (28) day work period, selected or assigned pursuant to the Division's work schedule policy.
  - c. Effective October 1, 2016, the number of ten (10) hour pay-back days for unit employees assigned to the 12.5 hour work schedule within the Field Services Division – Patrol Bureau, will be reduced from thirteen (13) to seven (7) days per calendar year. The parties agree that the reduction in required pay-back days in the amount of sixty (60) hours is intended to compensate unit employees assigned to patrol as a reasonable estimate for the additional time that may be worked at the conclusion of their shift due to MAV/DAR/photo downloading and other incidental duties.
  - d. [Effective July 3, 2022, unit employees assigned to the Support Services Division – Traffic Bureau will be subject to the same provisions identified in 4\(c\) above.](#)

5. **3/12 Work Schedule**

After notice and meeting and conferring, it is understood that Police Management reserves the right to continue, modify or cancel the 3/12 work schedule after the expiration of the current agreement.

**D. Management Rights in Assignments**

1. Pursuant to this agreement, Police Management has the right to "assign work to unit employees of the Police Department" in accordance with requirements determined by Police Management.
2. Unit employees do not acquire tenure, status or property rights in work schedules; and changes in work schedules are not subject to civil service appeals. A unit employee's assignment to a specific work schedule may be changed at any time for job related reasons or operational necessity.

**E. Roll Call Preparation/Briefing - Patrol Bureau Supervisors**



1. Each unit employee assigned the position of Police Sergeant - Patrol Bureau Supervisor will be credited four (4) hours of overtime and that shall be converted to six (6) hours comp time for each twenty eight (28) day work period covering at least thirteen (13) working days therein.
2. The purpose of this comp time granted to the position of Police Sergeant - Patrol Bureau Supervisor is to compensate them for time spent in addition to their regular assigned work schedule in such activities as line-up preparation, training preparation, and any other time spent relevant to their supervisory duties and responsibilities in addition to their regular assigned work schedule.
3. Briefing time shall be included in the twelve and one-half (12.5) hour work schedule.

**F. Non-Patrol Sergeants**

1. Effective the pay period beginning August 4, 2019, each unit employee in the position of Police Sergeant who is assigned to a non-patrol assignment will be credited four (4) hours of overtime and that shall be converted to six (6) hours comp time for each twenty-eight (28) day work period.
2. The purpose of this overtime / comp time is to compensate unit employees in the position of Police Sergeant who are assigned supervisory duties for time spent in addition to the regular assigned work schedule in such activities as phone calls received and made, emails received and sent, and any other time spent relating to their supervisory duties and responsibilities in addition to their regular work schedule.

**G. Daylight Savings Work Schedule**

**1. Employees Assigned to the Field Services Division**

Unit employees who are working at the time during which daylight savings change occurs shall:

- a. In the spring, when the time is advanced ahead by one (1) hour, modify their hours worked to begin work one (1) hour earlier. In this way the total hours worked for the normal shift shall be twelve and one-half (12.5) hours.
- b. In the fall, when the time is turned back by one (1) hour, those individuals who work a full tour of duty of thirteen and one-half (13.5) hours shall be compensated by one (1) hour of overtime.



- c. Field Services Division unit employees assigned to a ten (10) hour work day shall modify their schedule such that their shift consists of ten (10) hours of actual time worked.

2. **Employee Non-Field Services Assignment**

Unless otherwise directed by Police Management, all other unit employees assigned and working a shift determined by Police Management during which the Daylight Savings time change occurs (either Spring or Fall) shall work a full work day regardless whether the clock time is advanced or set back by one (1) hour.

III. **TIME WORKED**

A. **Time Worked**

The maximum number of hours worked per each twenty eight (28) day work period paid at the regular rate of pay shall be one hundred seventy one (171) hours, inclusive of breaks.

B. **Time Not Considered as Work Time**

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

1. Meal breaks - except as authorized by this agreement.
2. Leave of absence (vacation leave, sick leave, holiday leaves, IOD, etc.)
3. All travel time to work and returning home in either personal or City vehicle.
4. All time in off-duty training assignments (Home, work, study time, mealtime, sleep time, etc.) except as otherwise provided by this agreement.
5. All off-duty travel to training sites and returning home, except as otherwise provided for by this agreement.
6. All time putting on and taking off uniforms.
7. All time for personal preparation and clean up.
8. All off-duty time spent in vehicle and/or, equipment.



9. All time worked for which unit employees have already been paid at one and one-half (1.5) times their regular rate of pay within their one hundred seventy one (171) hour twenty eight (28) day work period.
10. All time spent on court standby time, or emergency standby.
11. All sleep time and mealtime as defined with special detail in excess of 24 hours.
12. All time assigned on stand-by assignment and/or assigned recall devices.
13. Any time not authorized as work time.
14. Any time spent by unit employees participating in an Employee Assistance Program (EAP) on a voluntary basis.

#### IV. **OVERTIME DEFINITIONS**

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

##### A. **Overtime**

##### 1. **Time Worked in Excess of Eight (8) hours – Designated Positions / Assignments**

- a. For those designated positions listed in Article Three, "Eight (8) Hour Work Schedule - Designated Position / Assignments", overtime for unit employees is time worked in excess of eight (8) paid hours per work day exclusive of a one (1) hour non-paid meal break, until and unless management opts to move a unit employee previously working an eight (8) hour schedule to a 9/80 schedule, as defined in Article Three.
- b. For those positions and assignments which are designated for 9/80 schedule, overtime is time worked in excess of his/her normal work schedule (eight (8) or nine (9) hours, depending on the day) exclusive of a one (1) hour non-paid meal break.

##### 2. **Time Worked in Excess of 10 hours**

For those unit employees assigned to positions listed in Article Three, "Ten (10) Hour Work Schedule," overtime for unit employees is time worked in excess of ten (10) paid hours per work day inclusive of a one half (1/2) hour meal break.

##### 3. **Time Worked in Excess of Twelve and One-Half (12.5) Hours - Field Services Division**



Overtime for unit employees listed in Article Three, "Twelve and One-Half (12.5) Hour Work Schedule-Field Services Division" is time worked in excess of twelve and one-half (12.5) paid hours per work day, inclusive of a one (1) half hour (1/2) paid meal break, or in excess of ten (10) hours inclusive of a one (1) half hour (1/2) meal break if the unit employee is working on a "payback" day

4. **Time Worked in Excess of One Hundred Seventy One (171) Hours**

Overtime for unit employees is time worked in excess of one hundred seventy one (171) hours within the twenty eight (28) day work period, exclusive of non-work time activities as set forth in this article.

5. **Specified Overtime**

Whenever work time is specified in the Agreement to be overtime.

**B. No Pyramiding of Overtime**

1. All time worked by unit employees which has already been compensated shall not apply towards time worked for additional overtime compensation.

There shall be no duplication or pyramiding in the computation of overtime and wages. Nothing in this agreement shall be construed to require the payment of overtime and/or other pay more than once for the same hours worked or compensated. If more than one of the provisions of this agreement is applicable to any time worked by a unit employee or otherwise compensated, the unit employee shall be paid for such time at the highest rate specified in any of such applicable provisions, but the unit employee shall not be entitled to additional pay for the same hours. No unit employee shall be compensated more than once for the same time or work period.

**Examples:** A unit employee using leave time for their regular shift may not work the same hours on an overtime basis as staff augmentation. A unit employee who is on-call, and then works hours during the on-call period due to a callout or other detail shall subtract the on-call time during which they are otherwise compensated. A unit employee who receives a guaranteed minimum four (4) hours on overtime such as a court appearance shall not be compensated for any other work time during that same four (4) hour period.

2. At the discretion of management, a Police Officer or Police Sergeant may be permitted to flex a work schedule or utilize compensatory time, holiday leave or vacation time while also being compensated on an overtime basis for a special detail or grant funded project for which the City receives reimbursement. This exception does not create a right to such exception, but allows management the ability to utilize discretion in staffing contracted or grant funded details.



3. The receipt of a subpoena shall supersede the use of holiday or compensatory time. Unit employees shall not receive overtime compensation for an "on call" or "go" subpoena for the same hours for which the unit employee has requested the use of holiday or compensatory time.

**C. Recall Work**

Recall work is work time performed by an off-duty unit employee ordered to duty. Recall work is of 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 unit employee is on duty. Travel time to work and returning home shall not be considered work time.

2. **Emergency Recall Work**

- a. Emergency recall work is performed by a unit employee who is ordered to duty when:
  - 1) It is deemed necessary or advisable to properly handle an emergency incident or incidents; or
  - 2) To maintain necessary staffing levels; or
  - 3) When such order occurs after going off duty; or
  - 4) Unit employee is ordered to duty from emergency standby.
- b. Travel time to work shall be counted as work time. Total work time for travel time to work for emergency recall purposes (portal to portal) shall be for one hour per incident.
- c. Travel time returning home shall not be considered work time.

**D. Extended Shift Work**

Extended shift work is work time worked by unit employees beyond their normal assigned shifts for the completion of work assigned.



**E. Special Detail Work**

Special detail work is work time performed by a unit employee during off-duty hours involving duty at parades and other public or civic events and private contract work authorized by Police Management.

**F. Emergency Standby**

1. Certain designated unit employees may be placed on emergency (tactical alert) standby in order to fulfill the emergency tactical plan.
2. Unit members shall remain available either at home or at prearranged locations advising a central designated person of respective phone numbers so that immediate recall may be performed in an orderly fashion without delay.

**G. Special Assignments, Extraditions, and Investigations**

Work time for unit employees assigned to special assignments, extraditions, and/or investigation, except as otherwise specified in this article, shall be modified as follows:

**1. Assignments Completed Within Twenty Four (24) Hours**

Time taken for meal breaks consisting of up to three (3) separate one (1) hour periods taken by unit employees required to work a schedule of less than twenty four (24) hours shall be considered non-work time.

**2. Assignments - More Than Twenty Four (24) Hours**

Time taken for meal breaks, consisting of three (3) separate one (1) hour periods and time taken for sleeping, consisting of eight (8) hours, by unit employees required to work a shift more than twenty four (24) hours are considered non-work time. However, should a unit employee be unable to receive at least five (5) hours of sleep due to circumstances beyond his/her control, such sleep time shall be considered work time in accordance with this agreement.

**3. Approval by Management**

Notwithstanding the foregoing, unit employees may be compensated for actual time worked in a special assignment of any duration, provided such work time is approved by Police Management as consistent with the unit employee's assigned duties, responsibilities, and supervisory direction.

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

**1. Definition**



Court time is work time required of a unit employee to attend court in response to a "go" subpoena, a coroner's inquest, or a hearing or trial in a civil or criminal case, at a time other than the unit 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 unit employee in the course of employment with the City.

2. **Court Travel Time**

Unit 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's combined time spent in court and travel time exceeds four (4) hours, they shall be compensated for the actual time spent in court and travel time as authorized by this article.

I. **Court Stand-By Time "On Call"**

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

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.

2. **Must Provide Phone Number**

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

J. **Recall Devices - Weekends and Holidays**

Unit employees assigned to special assignment duty may be required to carry or otherwise keep in their immediate possession an activated muted electronic recall device while on duty and/or off duty.

V. **TRAINING**

A. **Definitions**





1. **Commuter Training - "Local Area"**

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

2. **Commuter Training - "Outside Area"**

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

3. **Resident Training**

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

4. **Normal Work Hours**

Those hours a unit employee is normally scheduled to work during a given deployment period.

5. **Adjusted Work Hours**

The adjustment of normal assigned days off and hours worked during a twenty eight (28) day work schedule by Management with unit employee input and prior notification.

6. **Number of Hours of Training**

The number of training hours attended per day as calculated from the course description as listed in the published training catalog or course flyer, including any meal break time (except as otherwise identified under the provisions of this section).

**B. Training Attendance for Unit Employees Assigned a Twelve and One-Half (12.5), or Ten (10) Hour Work Schedule**

1. **Commuter Training - "Local Area"**

a. **Unit Employees Assigned a Twelve and One-Half (12.5), or Ten (10) Hour Work Schedule.**

- 1) A unit employee assigned a twelve and one-half (12.5), or ten (10) hour work schedule attending a local area training session during normal work hours, or adjusted work hours, shall upon the conclusion of the session report as expeditiously as possible to the on-duty watch commander, or their Bureau Commander, for assignment, at the discretion of the commander, to complete the remainder of his/her twelve and one-half (12.5) or ten (10) hour



tour of duty.

- 2) A unit employee assigned to a twelve and one-half (12.5) or ten (10) hour work schedule attending a local area training session during off-duty time shall be paid overtime at one and one-half (1.5) times the unit employee's regular hourly rate of pay for time in training (including travel time as identified in this section).

2. **Commuter Training - "Outside Area"**

a. **Unit Employees Assigned a Twelve and One-Half (12/5) Hour Work Schedule**

A unit employee assigned to a twelve and one-half (12.5) hour work schedule attending an outside area training session during normal work hours, or adjusted work hours, will be allowed one-half (1/2) hour of travel time to the training site and one-half (1/2) hour of travel time from the training site, for a total of one (1) hour of work time.

The unit employee will be required to account for the remainder of his/her twelve and one-half (12.5) hour tour of duty through the utilization of his/her compensatory time bank as follows:

Number hours training + one (1) hour travel time + comp time debit  
= twelve and one-half (12.5) hour tour of duty.

A unit employee assigned to a twelve and one-half (12.5) hour work schedule attending an outside area training session during off-duty time shall be paid overtime at one and one-half (1.5) time the unit employee's regular hourly rate of pay for time in training (including travel time as identified by this section).

b. **Unit Employees Assigned a Ten (10) Hour Work Schedule**

- 1) A unit employee assigned to a ten (10) hour work schedule attending an outside area training session during normal work hours, or adjusted work hours, will be allowed one-half (1/2) hour of travel time to the training site and one-half (1/2) hour of travel time from the training site, for a total of one (1) hour of work time.
- 2) The unit employee will be required to account for the remainder of his/her ten (10) hour tour of duty through the utilization of his/her compensatory time bank as follows:



Number hours training + one (1) hour travel time + comp time debit = ten (10) hour tour of duty

- 3) A unit employee assigned to a ten (10) hour work schedule attending an outside area training session during off-duty time shall be paid overtime at one and one-half (1.5) times the unit employee's regular hourly rate of pay for time in training (including travel time as indicated by this section).

3. **Resident Training**

a. **Unit Employees Assigned a Twelve and One-Half (12.5) Hour Work Schedule**

1) **Resident Training One (1) to Three (3) Days in Duration**

A unit employee assigned a twelve and one-half (12.5) hour work schedule attending resident training on a one (1) to three (3) day duration on normal or adjusted work days will be provided 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.

- 2) The Unit employee will be required to account for the remainder of his/her twelve and one-half (12.5) hour tour of duty for each day by utilizing his/her compensatory time bank, as follows:

First and Last Day of Training

Number hours training + one (1) hour travel time + Comp time debit = twelve and one-half (12.5) hour tour of duty

Middle Day(s) of Training

Number hours training + comp time debit = twelve and one-half (12.5) hour tour of duty

2) **Resident Training Four (4) to Five (5) Days in Duration**

A unit employee assigned a twelve and one-half (12.5) hour work schedule attending resident training of a four (4) or five (5) day duration on normal or adjusted work days shall be assigned to work four (4) or five (5) consecutive eight (8) hour days, excluding meal breaks, with one (1) hour of travel time allotted for the first and last days of training, for a total of two (2) hours work time. The unit employee will be considered to have met the hourly obligation for his/her regular thirty seven and one-half (37.5)



hour schedule work week. The unit employee will not owe any compensatory time. Travel time in excess of a forty (40) hour work week will be accrued at straight compensatory time.

- 3) All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.

b. **Unit Employees Assigned a Ten (10) Hour Work Schedule**

**Resident training One (1) to Four (4) days in duration**

A unit employee assigned a ten (10) hour work schedule attending resident training of one (1) to four (4) day duration on normal or adjusted work days will be provided one (1) hour of travel time on the first day of the training and one (1) hour of travel time on the last day of training for a total of two (2) hours work time.

The unit employee will be required to account for the remainder of his/her ten (10) hour tour of duty for each day by utilizing his/her compensatory time bank, as follows:

First and Last Day of Training

Number hours training + one (1) hour travel time + comp time debit or ten (10) hour tour of duty

Middle Day(s) of Training

Number hours training + comp time debit = ten (10) hour tour of duty

**Resident training five (5) days in duration**

A unit employee assigned a ten (10) hour work schedule attending resident training of a five (5) day duration on normal or adjusted work days shall be assigned to work five (5) consecutive eight (8) hour days, excluding meal breaks, with one (1) hour of travel time allotted for the first and last days of training, for a total of two (2) hours work time. The unit employee will be considered to have met the hourly obligation for his/her scheduled work week. The unit employee will not owe any pay back compensatory time. Travel time in excess of a forty (40) hour work week will be accrued at straight compensatory time. All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.



c. **Training Attendance for Unit Employees Assigned an Eight (8), Eight and One-Half (8.5), or Nine (9) Hour Work Schedule**

1. **Commuter and Resident Training**

- i. A unit employee assigned an eight (8), eight and one-half (8.5), or nine (9) hour work schedule attending commuter or resident training during his/her regular work schedule, or on an adjusted work schedule, shall attend the training as an eight (8) hour daily assignment. Travel time for commuter training will be one-half (1/2) hour to the training site and one-half (1/2) hour from the training site, for a total of one (1) hour. Resident training will include a one (1) hour travel period on the first day of training and a one (1) hour travel period on the last day of training, for a total of two (2) hours work time. Travel time beyond the eight (8) hour daily assignment will be accrued at straight compensatory time.
- ii. A unit employee assigned an eight (8), eight and one-half (8.5), or nine (9) hour work schedule attending a commuter training session during off-duty time shall be paid overtime at one and one-half (1.5) times the unit employee's regular hourly rate of pay for training time, including travel time.

All resident training will require that the unit employee attend during his/her normal work schedule or on an adjusted work schedule.

VI. **OVERTIME COMPENSATION**

A. **Overtime**

1. **Payment**

Overtime shall be paid at one and one-half (1.5) times the unit employee's regular hourly rate of pay.

2. **Comp Time in Lieu of Payment**

Unit employees may choose in lieu of cash payment to be compensated for overtime by the accumulation of compensatory time, on the ratio of one and one-half (1.5) hours earned in compensatory time for each hour worked. Standby straight time pay and straight time travel pay may be converted to straight-time compensatory time on an hour for hour basis. Restrictions on accumulation and payment are outlined in this article.



**B. Regular Recall Work**

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

**C. Emergency Recall Work**

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

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

**1. Payment**

Unit employees shall be compensated for work time for all hours actually spent at the location specified in the "Go Subpoena" until released by the court, ~~and exclusive of a one (1) hour break when the court adjourns for lunch.~~

**2. Court travel time**

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

**a. Superior Courts - Glendale**

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

**b. Superior Courts – Burbank**

Fifteen (15) minutes each way will be authorized for travel time for Burbank Court appearances.

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

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

**d. Superior Courts - Van Nuys**

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



e. **Superior Court – Pasadena**

Thirty (30) minutes each way will be authorized for travel time for Pasadena Superior Court appearances.

f. **Other Courts**

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

3. **Work Schedule Concludes at 7:00 a.m. or at 6:00 a.m. – Minimum Hours Guaranteed "go subpoena" Court Attendance.**

- a. Unit employees whose work schedule concludes at 7:00 a.m. and who are in receipt of a "go subpoena" which mandatorily requires their attendance in court or administrative tribunal within the next seven (7) hours shall be compensated for up to two (2) hours of hour-for-hour paid straight time compensation in addition to their compensation for actual court attendance.
- b. Unit employees whose work schedule concludes at 6:00 a.m. and who are in receipt of a "go subpoena" which mandatorily requires their attendance in court or administrative tribunal within the next eight (8) hours shall be compensated for up to three (3) hours of hour-for-hour paid straight time compensation in addition to their compensation for actual court attendance.
- c. This paid compensation is designated for the "lay-over" time period between the conclusion of the work schedule at either 6:00 a.m. or 7:00 a.m. and the start of the court subpoena up to 9:00 a.m. This time shall be granted in lieu of any travel time to court.
- d. Subsection 5 below shall apply to this Subsection 3 except that in no event shall a unit employee receive the two (2) hours set forth in Subsection 3a above unless the unit employee exceeds four (4) hours of actual court time.

4. **Subpoena Cancellation - Forty-Eight (48) Hours' Notice**

1. If a unit employee receives a subpoena cancellation with less than forty-eight (48) hours' notice for a court date scheduled between their weekly work periods, they shall receive two (2) hours overtime for "go" subpoenas and four (4) hours half-time for "on-call" subpoenas.
2. If the court date is scheduled during their weekly work period and the cancellation is less than forty-eight (48) hours, the unit employee shall



receive two (2) hours overtime for "go" subpoenas and four (4) hours half-time for "on-call" subpoenas.

3. If more than one subpoena is received for the same date and time the unit employee will not be paid for any one subpoena that is cancelled unless all subpoenas for that date are cancelled.

5. **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.

If a unit employee has more than one subpoena, the four (4) hour minimum shall be applied to the earliest subpoena. Subsequent subpoenas, which require an appearance after the time period covered by the 4 hour minimum, shall "stack" on top of the four (4) hour minimum on an hour-for-hour basis paid at the overtime rate for a "go" subpoena and at the half-time rate for an "on call" subpoena.

Travel time will only be paid if the time actually spent in court combined with authorized travel time exceeds the four (4) hour minimum.

6. **Overlap Shift – Minimum Hours Guaranteed Between Work Shifts**

Unit employees assigned to the "overlap" shift who are subject to a "go subpoena" between two regularly scheduled shifts, will be guaranteed a minimum of ~~four~~<sup>two</sup> (4~~2~~) hours of overtime.

7. **Traffic Bureau Schedule Modification**

At the discretion of Police Management, unit employees assigned to the Traffic Bureau, who receive a subpoena to appear in court prior to their normal start time on a regularly scheduled work day, may be required to begin their ~~ten~~<sup>twelve</sup> ~~and one-half~~ (12.5~~40~~) hour tour of duty at the time indicated on the subpoena.

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

1. **Payment**

Unit employees shall be compensated for court stand-by "on call" assignment at the rate of half-time; that is the equivalent one (1) hour paid straight time, or one (1) hour straight compensatory time, for every two (2) 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 this same period of time. For subpoenas where the on call status concludes at or before 5:00 P.M., the maximum compensation shall be eight (8) hours of half-time.

2. **Minimum hours guaranteed**

Unit employees placed on court stand-by "on call" time assignment during their off-duty time between their scheduled weekly work period will be compensated a minimum eight (8) hours of half-time.

- a. If the unit employee is placed on court stand-by "on call" time assignment on the day he/she is scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a four (4) hour period between the time indicated on the subpoena and the time the unit employee is required to report to duty.
- b. All compensation for unit employees assigned court stand-by time "on-call" assignment shall be paid at the half-time rate.
- c. 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.

F. **Emergency Stand-By Assignments**

1. **Payment**

If such assignment is required during their off-duty hours, those effected unit employees shall be compensated at the half-time rate; that is one (1) hour paid straight time for every two (2) hours of time spent in the stand-by status. Specific hours of stand-by to be determined by Police Management.

2. **Minimum Two (2) Hours When Recalled**

Unit employees on emergency standby assignment when recalled shall be granted a minimum of two (2) hours of overtime.

G. **Recall Devices - Stand-By Assignment**

1. **Payment**

- a. Unit employee assigned recall devices, stand-by assignment, except as modified by this agreement, shall be compensated for such assignment as follows: if such a requirement is assigned during a weekend or holiday, a unit employee assigned recall device shall receive five (5) hours pay, or



five (5) hours compensatory time, for every completed 24 hours assigned. Paid compensation shall be at straight time at unit employee's regular rate of pay.

- b. If the unit employee is required to respond, one (1) hour of standby compensation will be deducted for every six (6) hours accumulated of compensated worked time during that standby assignment.

**2. Non-Work Time**

It is understood that such time assigned recall device is non-work time for 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 any unit employee assigned recall device during weekends and holidays.

**VII. TIME WORK INCREMENTS**

**A. Increments - Less Than One (1) Hour**

All authorized time worked which is beyond the unit employee's work shift schedule which is less than one (1) hour increments shall be compensated in the following manner:

<u>Time</u>	<u>Time Worked</u>
0 - 3 minutes	-0-
4 - 8 minutes	0.1 hour
9-15 minutes	0.2 hour
16-20 minutes	0.3 hour
21-26 minutes	0.4 hour
27-33 minutes	0.5 hour
34-38 minutes	0.6 hour
39-45 minutes	0.7 hour
46-50 minutes	0.8 hour
51-57 minutes	0.9 hour
58-60 minutes	1.0 hour

**B. Increments Over One (1) Hour**

Any time work increments which are over one (1) hour shall be compensated in the same herein mentioned procedure.



## **VIII. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT**

### **A. Eligibility**

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

### **B. Conversion**

#### **1. Overtime Designated for Compensatory Time**

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 Police Management and the unit employee.

<b>2. <u>Example:</u></b>	<b><u>Overtime Worked</u></b>	<b><u>Comp. Time Conversion</u></b>
Half-time	1 hr.	0.5 hrs.
Straight Time	1 hr.	1.0 hr.
One & One-half	1 hr.	1.5 hrs.
Double Time	1 hr.	2.0 hrs.

### **C. Accumulation**

Unit employees may accumulate up to a total of ninety six (96) overtime hours worked which converts to a total of one hundred forty four (144) compensatory time hours.

### **D. Use of Compensatory Time As Paid Leave**

Accumulated compensatory time may be utilized as paid leave on a straight time hour-for-hour basis. Requests for the use of compensatory time by the employee shall be granted within a reasonable period of time following the request, unless the request would unduly disrupt operational needs. All compensatory time utilized as paid leave by a unit employee shall be debited from their accrued compensatory time bank.

### **E. Pay Out - Compensatory Time**

#### **1. Compensatory Time in Excess of One hundred forty four (144) hours – Transfer to RHSP**

Unit employees must transfer unused accumulated compensatory time over one hundred forty four (144) hours at the unit employee's current regular hourly rate of pay to the unit employee's RHSP account subject to IRS regulations. The transfer will be made the pay period following the accrual exceeding the maximum hours.



2. All unit employees with a minimum of 600 hours in their sick leave bank may, on an annual basis, transfer up to 96 hours of sick leave into their comp time bank as outlined in Section VIII of Article Five.

3. **Compensatory Time at Termination**

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

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

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall:

- a. Have all their accumulated compensatory hours paid off at their current regular rate of pay; or

1. Convert all 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.

2. The following are examples of this comp time conversion:

Example 1: If a Police Officer is promoted to Police Sergeant and has 120 hours at \$30.00 per hour, the City would pay the officer \$3,600 at the time of the promotion or this new Police Sergeant who is now making \$36.00 per hour would have their new comp time bank converted to 100 comp time hours.

Example 2: For promotion to Police Sergeant, conversion factor would be Police Officer at their current salary step prior to appointment divided by Police Sergeant at their new appointed salary step.

Example 3: For promotion to Police Lieutenant, conversion factor would be Police Sergeant at their current salary step prior to appointment divided by Police Lieutenant at their new appointed salary step.

## **IX. OVERTIME AVAILABILITY**

### **A. Right of First Refusal**



1. The City agrees to give unit employees the right of first refusal to work Police Department budgeted and contractual services overtime opportunities.
2. This right of first refusal should occur before such opportunities are offered to any other Police Department employee by Police Management.

**X. RECORDING OF OVERTIME**

Unit employees who are entitled to overtime compensation based on any provision of this agreement shall submit their overtime compensation request via the Department's timekeeping system (Telestaff) at the conclusion of the work assignment itself. If this is not possible, the unit employee must submit the overtime compensation request no later than the end of the following day. If there is an articulable reason why a unit employee cannot enter the request in a timely manner, that unit employee's Bureau Commander may allow a deviation from this provision on a case-by-case basis. Unit employees shall not be entitled to additional compensation for the de minimis time taken to submit such requests.



## **ARTICLE FOUR**

### **FRINGE BENEFITS**

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#### **I. FRINGE BENEFITS ADMINISTRATION PROVISION**

##### **A. Administration**

The City reserves the right to select, change, 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 Medicare Carrier for eligible unit employees and retirees. In such case, unit employees and retirees will be required to enroll in Medicare to be eligible to participate in other City medical plans.

##### **C. Changes**

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

##### **D. Limitations**

1. The City shall not pay any costs for any fringe benefits provided in this agreement for any person who is absent on leave without pay for more than fifty percent (50%) of the work days of the calendar month unless the affected unit employee is qualified under the Family and Medical Care Leave Policy. The unit employee shall be notified and billed for the monthly insurance premium by the City.
2. The City shall pay all of its portion of the medical insurance premium from the first day of the last month worked by a terminating unit employee regardless of how many days the terminating unit employee works in their last month of employment.
3. For a unit employee qualified under the City's Family and Medical Leave Care 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 unit employees, changes in benefit plans and/or insurance carriers may only be made during the open enrollment period established by the City.

**II. MEDICAL INSURANCE**

A. The medical insurance rates effective June 1, 20~~22~~<sup>24</sup> are as follows:

**Anthem Prudent Buyer PPO Indemnity Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$108.58	\$ 689.27
b. Employee plus one dependent	\$433.89	\$1,607.81
c. Employee plus two or more dependents	\$753.76	\$2,141.63

**Anthem California Care HMO Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$110.34	\$ 711.99
b. Employee plus one dependent	\$371.14	\$1,355.75
c. Employee plus two or more dependents	\$667.26	\$1,799.56

**Kaiser Traditional High Option Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 23.24	\$ 548.47
b. Employee plus one dependent	\$ 46.48	\$1,096.94
c. Employee plus two or more dependents	\$ 108.93	\$1,509.01

**Kaiser Deductible Low Option Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 19.32	\$ 456.56
b. Employee plus one dependent	\$ 38.67	\$ 913.11
c. Employee plus two or more dependents	\$ 54.72	\$1,292.04



**Anthem High Deductible Health Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 72.34	\$ 460.29
b. Employee plus one dependent	\$ 237.46	\$ 881.07
c. Employee plus two or more dependents	\$ 415.68	\$1,182.22

**B. Medical Insurance—Effective August 4, 2019**

Effective August 4, 2019, the City shall reduce the unit employee's share of monthly medical insurance premium by \$325 per month from the rates identified above in Section II-A for the remainder of the 2019/2020 benefit year. Should an employee's share of the monthly premium be less than \$325 per month, the reduction in the employee's premium shall be limited to the lesser amount, resulting in a zero cost monthly premium for the 2019/2020 benefit year. The respective rates are as follows:

**Prudent Buyer PPO Indemnity Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$ 580.68
b. Employee plus one dependent	\$ 156.03	\$ 1,329.93
c. Employee plus two or more dependents	\$ 359.71	\$ 1,747.57

**California Care HMO Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$ 601.61
b. Employee plus one dependent	\$ 139.39	\$ 1,123.98
c. Employee plus two or more dependents	\$ 336.21	\$ 1,468.49

**Kaiser Traditional High Option Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$ 525.22
b. Employee plus one dependent	\$ 0	\$ 1,050.43
c. Employee plus two or more dependents	\$ 43.16	\$ 1,443.19

**Kaiser Deductible Low Option Plan**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$ 437.22





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b. <del>Employee plus one dependent</del>	<del>\$-0</del>	<del>\$-874.42</del>
c. <del>Employee plus two or more dependents</del>	<del>\$-0</del>	<del>\$-1,237.31</del>

**C. Medical Insurance 50/50 Premium Increases – Effective June 1, 202~~30~~**

Effective June 1, 202~~30~~, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 202~~30~~ toward the monthly medical insurance premiums.

**D. Medical Insurance 50/50 Premium Increases – Effective June 1, 202~~41~~**

Effective June 1, 202~~41~~, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 202~~41~~ toward the monthly medical insurance premiums.

**E. Medical Insurance 50/50 Premium Increases – Effective June 1, 2022**

~~Effective June 1, 2022, each unit employee and the City shall pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective June 1, 2022 toward the monthly medical insurance premiums.~~

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

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

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

**1. Plan Premium Rate**

The indemnity plan premium includes the rate charge for medical insurance coverage and is based on (a) the plan's group experience; (b) cost of administering the claims; and (c) excess claims stop loss insurance; (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 unit 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, except for specialized services.
- f.
  - 1) All charges in the designated PPO Network shall be covered at 80% subject to the annual deductible;
  - 2) All charges outside designated PPO Network shall be covered at 60% of reasonable and customary charges subject to the annual deductible.
- g. Maternity benefits for unit 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.

3. **Medical Insurance - Indemnity Plan Benefits Booklet**

The specific details of the indemnity plan medical insurance benefits are set forth in the Indemnity Plan Benefits Booklet available from the Human Resources Department.

**GH. HMO Medical Plans - Inpatient & Outpatient Psychological Services**

As provided per the terms and conditions of the Medical Health Care health plans.



### **III. RETIREE HEALTH SAVINGS PLAN (RHSP)**

#### **A. Retiree Health Savings Plan (RHSP) - Eligibility**

##### **1. Purpose**

- a. The Retiree Health Savings Plan (RHSP) enables retiring unit employees the opportunity to convert unused accumulated sick leave hours to pre-tax monies to be used for the retirees' medical insurance costs during their retirement.
- b. Retiring unit employees may also participate in the PERS Sick Leave Credit program for unused sick leave, as set forth in Govt. Code 20965. Said retiring unit employees who choose the option of converting unused sick leave to service credit may not receive double credit for the same allotment of unused sick leave hours at retirement.

For Example:

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

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

##### **2. Sick Leave Hourly Conversion Rate**

Effective the pay period beginning August 4, 2019, retiring unit employees may have each eligible hour of accrued unused sick leave hours converted at the rate of thirty dollars (\$30.00) per hour which will be paid to each unit employee's individual Retiree Health Savings Plan (RHSP) effective upon the unit employee's official date of retirement.

##### **3. Limitations**

- a. Employees who retire from the City of Glendale or terminate employment after twenty (20) years or more of service with the City of Glendale in a Police sworn safety position:
- b. 1) Shall be eligible to participate in the RHSP plan benefits subject to IRS regulations.



2) May have their sick leave hour conversion amount deposited into their RHSP subject to IRS regulations.

- b. Unit employees must have their unused accumulated vacation leave paid at the current hourly base rate of pay to the unit employee's RHSP account upon retirement subject to IRS regulations.
- c. Unit employees must have their unused accumulated compensatory time paid at the current regular hourly base rate of pay to the unit employee's RHSP account, upon retirement, subject to IRS regulations
- d. Unit employees must transfer unused accumulated compensatory time over one hundred forty-four (144) hours at the current regular hourly rate of pay to the unit employee's RHSP account, subject to IRS regulations. The transfer will be made the pay period following the accrual exceeding the maximum hours.
- e. The unit 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.
- f. When all RHSP funds have been exhausted, retired unit employees may elect to pay personally the full monthly medical premium or terminate the medical plan coverage.

**B. RHSP Contributions – Seniority**

All unit employees, at the beginning of their twentieth (20<sup>th</sup>) year of full-time salaried service with the City of Glendale, shall receive a one-hundred fifty dollar (\$150) per month contribution toward their RHSP account. These City-paid contributions to RHSP shall cease once a unit employee is placed on an unpaid leave status, with the exception of unit employees placed on Family & Medical Leave Act (FMLA) status.

**C. City Contributions to RHSP Account**

The City shall contribute the equivalent of two percent (2%) of the unit employee's base salary to their respective RHSP account. These City-paid contributions to RHSP shall cease once a unit employee is placed on an unpaid leave status, with the exception of unit employees placed on Family & Medical Leave Act (FMLA) status.

**IV. MEDICAL INSURANCE/MEDICARE-RETIRED EMPLOYEES**

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



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

**B. Retired Employees - Medicare Part "A"**

1. The retired unit employee and/or qualified dependent entitled to receive Part "A": Medicare shall enroll in Part "A" (Hospital) Medicare upon becoming eligible for Medicare coverage.
2. Retired unit employees and/or their qualified dependents who are not entitled to receive City paid Part "A" Medicare benefits may be required to enroll in Part "A" (Hospital) Medicare benefits as a condition of participating in the City's retired unit employee medical insurance plans.
3. These retired unit employees shall have their Part "A" Medicare benefits paid for by the City when they are participating in the City's medical insurance plan and shall continue to pay the City Medical insurance premiums, and Part "B" Medical as designated by the City.
4. Effective October 6, 2015, retired City employees who are not eligible for free Medicare Part A coverage shall be eligible for reimbursement for the Part A costs regardless of what plan is selected, including non-City plans.
5. Eligible retired unit 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.

**C. Retired Employees - Medicare Part "B"**

A retired unit employee and/or qualified dependent shall enroll in Part "B" (Physicians, surgical, medical) Medicare upon becoming eligible for Medicare coverage.

**D. Enrollment in Medicare Part "A" and "B"**

Retired unit employees and eligible dependents who reach age 65 must enroll in both Medicare Parts "A" and "B" within the prescribed eligibility period. Failure to enroll will result in an increase in the retiree's medical rates set forth by the insurance carriers to be effective after the first of the month following the eligibility period.

**E. Retired Modified and Supplemental Group Insurance**



For those retired unit employees or qualified dependents who retired prior to the implementation date of the RHSP, the City's Sick Leave Conversion Plan shall pay the cost of this Modified and Supplemental group insurance, not to exceed the maximum city contribution of medical insurance premiums for retired unit employees as set forth in this Article.

**V. DENTAL INSURANCE**

**A. Dental Insurance Carrier – Guardian Insurance**

**1. Dental Carrier**

Guardian Insurance is the dental insurance carrier. This plan offers three options: PPO – BD; PPO – Mid-Level "Buy-Up"; and DMO - MDC-G9.

**2. PPO – BD Dental Plan**

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

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

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

**4. DMO – MDC-G9 Dental Plan**

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

**5. Dental Insurance Rates – Effective June 1, 2022~~19~~**

Effective June 1, 20~~22~~<sup>19</sup>, the following are the City and employee contributions for Dental Plans.

**PPO- BD**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$ 42.04
b. Employee plus one dependent	\$ 0	\$ 71.47
c. Employee plus two or more dependents	\$ 0	\$109.30



**PPO- Mid-Level "Buy-Up"**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$16.16	\$18.36
b. Employee plus one dependent	\$25.03	\$33.63
c. Employee plus two or more dependents	\$38.41	\$51.33

**DMO-MDC-G90**

	<b>Employee's Monthly Contribution</b>	<b>City's Monthly Contribution</b>
a. Employee	\$ 0	\$18.36
b. Employee plus one dependent	\$ 0	\$33.63
c. Employee plus two or more dependents	\$ 0	\$51.33

**B. Premium Increases**

**1. Dental Premiums**

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

**C. Dental Plans**

The following are the two dental plans which are provided for the unit employee.

**1. City of Glendale Guardian PPO-DB Plan**

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

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

- a. Unit employees covered under the HMO medical plan are restricted to dental coverage under the DMO dental plan or to "buy-up" to the PPO-Mid-Level Plan.
- b. Dependents not enrolled in the HMO medical plan shall not be eligible for the coverage in DMO dental plan or the PPO Mid-Level "Buy-Up" Plan.

**3. Unit employees waiving medical insurance may participate in all Dental Insurance Plans.**



**D. Retired Employees – Dental Plans**

1. For retirements of unit employees occurring after December 31, 2004, 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 unit employee.
  - b. Retired unit employees in the Indemnity Medical Plan may elect to participate in either the PPO Dental Plan or the HMO Dental Plan.
  - c. Retired unit 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. LONG-TERM DISABILITY INSURANCE – ASSOCIATION PLAN**

**A. Premium Payment**

The City shall pay the entire (100%) monthly insurance premium rates for the Association's Long-Term Disability Insurance Plan for unit employees. The monthly premium paid per employee per month is not to exceed twenty-four dollars and fifty cents (\$24.50). Any premium increases incurred above that rate will not be paid by the City.

**B. Exceptions**

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

**VII. MEAL REIMBURSEMENT**

Meal reimbursement for job-related assignments shall be provided for as determined by Police Management. Unit employees shall receive meal reimbursement of up to forty dollars (\$40) per day, exclusive of alcoholic beverages for City approved travel.

**VIII. EDUCATIONAL REIMBURSEMENT**

**A. Eligibility Payment of One-Half Tuition / Books**

When any unit employee enrolls in a lower and/or upper division or graduate level university course or other course of college level, which course of study is directly related to such unit employee's work and has received prior approval of the department head





and the City Manager, payment of one-half of the tuition therefore and one-half of the cost of required course books for same may be made to the unit employee upon successful completion of said course.

**B. Limitations**

1. However, the aggregate total a unit employee may be reimbursed by the City for all their entire educational courses but not to exceed \$10,000 per each ten (10) years of their employment with the City.
2. This benefit is non-accumulative and must be used within each ten (10) year cycle.

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

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

**IX. DECEASED UNIT EMPLOYEES – WIDOWS / WIDOWERS AND DEPENDENTS BENEFITS**

**A. Medical and Dental Insurance Benefits**

The City shall provide insurance or funds equal to the City's contribution for active 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 unit employee 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 unit employees covered by this memorandum of understanding.

**B. Eligibility**

1. Only a spouse and/or dependents covered as qualified dependents under a unit 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 unit employee 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 are eligible for the employee plus one benefit contribution and spouse plus two dependents are 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.
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 unit 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 to exceed the maximum benefit the spouse and/or dependents are eligible to receive.
  - d) The City shall have the right to request documentation and proof of payment of any reimbursed insurance premiums.
4. The benefits or subsidy to the spouse shall cease upon attaining the age of 65.
5. These provisions and benefits are not applicable to members who were not on duty at the time of injury which resulted in their deaths.



6. Unit employees in the classification of Police Officer Recruit are not eligible for this benefit.

**D. Funeral Expenses**

The City shall expend a sum not to exceed \$7,500 for funeral expense to the heirs of any unit employee 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. Unit employees who are in the classification of Police Officer Recruit are not eligible for this benefit. This amount includes the amount of \$5,000 already available for this purpose in accordance with California State Labor Code Section 4701.

**X. MISUSE OF BENEFITS**

The Association acknowledges that misuse of benefits is inappropriate and may subject the unit employee to disciplinary action.



## ARTICLE FIVE

### LEAVE POLICY

#### I. LEAVE DAY DEDUCTIONS - HOUR VALUES

All leave day deductions for holidays, vacations, sick leave and other leave benefits shall conform to the unit employee's work schedule assignment at the time the leave was taken. Leave day deductions for various work schedules are stated as follows:

<u>Work Schedule</u>	<u>Leave Hours Deducted Per Day</u>
8-hour	8 hours per day
9/80	9 hours per day or 8 hours per day, depending on what day was scheduled to be worked
10	10 hours per day
12-1/2	12 hours per day

#### II. HOLIDAYS

##### A. Scheduling of Holiday Time

1. The annual holiday leave time bank for unit employees is one hundred ~~six~~ twenty-four (~~124~~106) hours.
2. Such holiday time off shall be taken with the approval of Police Management.
3. The parties to this agreement, including the unit employees, will endeavor, in good faith, to avoid accumulation of holiday time which may result in scheduling problems and/or loss of holiday time if not taken during the calendar year.
4. Unit employees shall utilize holiday time when taking time off on a City observed holiday.

##### B. Designated Holidays

Unit employees not receiving holiday-in-lieu pay shall utilize holiday time when taking time off on the following City designated holidays and Floating Holiday hours:

- New Year's Day (first day of January)
- Martin Luther King (third Monday of January)
- Washington's birthday (third Monday in February)
- Memorial Day (last Monday in May)



- [Juneteenth \(nineteenth day of June\)](#)
- 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 and Friday directly following Thanksgiving day)
- Christmas Day (twenty-fifth day of December)

**C. Designated Holidays-Occurrence on Saturday or Sunday**

**1. Friday Holiday**

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

**2. Monday Holiday**

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

**D. Holiday Leave Bank**

1. Holiday leave taken by eligible unit employees shall be directly applied to the one hundred ~~six~~[twenty-four](#) (~~124~~[106](#)) hours of holiday leave as set forth in this article.
2. Any remaining holiday leave hours not used for these designated City holidays shall be used in a manner consistent with the holiday leave policy as set forth in this article.

**E. Holiday Leave Utilization**

1. Holiday leave time, not expended for the three (3) City-designated mandatory holidays, shall be non-mandatory holiday leave.
2. Holiday leave shall be approved at such time as is mutually agreeable to the unit employee and Police Management.
3. Leave payment shall be charged against employee available holiday leave hours accrued.
4. The appropriate use of non-mandatory holiday leave shall be the unit employee's responsibility to monitor. Any unit employee using so much non-mandatory holiday leave that insufficient leave remains to cover the three (3) City-designated holidays shall be required to utilize vacation, compensation time or unpaid leave of absence to cover the designated holiday.



**F. Christmas or New Year Holiday Time Off**

1. Unit employees shall be authorized Christmas or New Year's holiday time off when scheduling permits as determined by Police Management on the basis of seniority.
2. These holidays shall be the only holidays in which seniority shall be used to determine holiday preference.
3. Seniority shall be utilized only within the team or detail to which the unit employee is assigned.
4. The senior unit employee shall be defined as the unit employee within a given rank having the greatest number of days of continuous employment as a sworn member with the City of Glendale Police Department.
5. Unit employees of higher rank shall have first choice in selecting holidays off.

**G. Vacation Schedule Priority**

Vacation schedules shall have priority over holiday selections.

**H. Mandatory Designated Holidays**

1. **Investigative Services, Support Services and Administrative Assignments to the Professional Standards Bureau**
  - a. Unit employees in the Support Services (except the Air Support Unit, the Traffic Bureau and the Community Services Bureau) and Investigative Services, and any unit employee on administrative assignment to the Professional Standards Bureau, Support Services Division shall observe the following seven (7) mandatory designated holidays: (1) First day of January (New Year's Day); (2) Third Monday of January (Martin Luther King Jr. Day); (3) Last Monday in May (Memorial Day); (4) Fourth day of July (Independence Day); (5) First Monday in September (Labor Day); (6) Fourth Thursday in November (Thanksgiving Day); (7) Twenty fifth day of December (Christmas Day).
  - b. Effective January 1, 2015, unit employees describe above shall observe the following three (3) mandatory designated holidays: (1) First day of January (New Year's Day); (2) Fourth Thursday of November (Thanksgiving Day); and (3) Twenty fifth day of December (Christmas Day).



c. **Court Detail**

Unit employees assigned to the Court Detail shall observe the specified Los Angeles County Court holidays as their mandatory holidays. With the approval of Police Management, the Court Detail may work Los Angeles County Court holidays if it is in the best interest of the Department to do so.

d. **Compensation**

Unit employees in the Support Services Division (except the Air Support Unit, the Traffic Bureau and the Community Services Bureau), and Investigative Services are required to work on a mandatory holiday shall be compensated by payment at the rate of one and one-half (1 1/2) times the applicable hourly rate of pay of the affected unit employee.

e. **Holiday Bank Not Debited**

Affected unit employee's holiday time bank shall not be debited for hours worked when required to work a mandatory holiday.

2. **Administrative Assignment**

- a. All unit employees, either of regular or I.O.D. status, who are administratively assigned by Police Management to Professional Standards Bureau - Administrative Services Division, which is a forty (40) hour work shift assignment will have mandatory holidays deducted as set forth in this agreement, Article V., Section II, Subsection C.
- b. All other unit employees exempted by Article V., Section II, Subsection I, on I.O.D. status who have not been assigned to the Administrative Services Division, forty (40) hour work shift assignment, are considered to have a holiday bank that is not debited by mandatory holidays.
- c. Therefore, such unit employees on I.O.D. status, not administratively assigned to the Professional Standards Bureau - Administrative Services Division which is a forty (40) hour work shift assignment, should not have any mandatory holidays deducted from their holiday bank.
- d. If a unit employee on Administrative Assignment IOD status and who is in-patient hospitalized when any mandatory holiday occurs, they shall not be deducted any of the holiday time which occurred when they were in-patient hospitalized.
- e. Unit employees on Administrative Assignment shall be entitled to the



42-hour holiday leave payoff benefit providing such holiday leave exists except for unit employees on IOD "4850" work comp time.

- f. Unit employees on IOD "4850" work comp time shall have their holiday leave bank carried over to the next calendar year on a prorated basis for that portion of the calendar year spent on IOD "4850" work comp time.

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

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

**J. Holiday Staffing Levels**

Police Management shall exercise the sole prerogative to determine staffing levels and to assign unit employees as necessary to maintain staffing levels and to accommodate emergency situations.

**K. Holiday Compensation**

1. On December 31 of each year, unit employees shall receive a payoff for up to forty-two (42) hours of unused holiday time at the base rate of pay in effect on such day. Any unused holiday time in excess of forty-two (42) hours shall be forfeited. This payout will be reported to CalPERS under Govt. Code Section 20636 and CCR 571(a)(5).
2. Any payout for unused holiday leave in a given calendar year shall be paid on the second paycheck in January of the following calendar year.
3. Unit employees who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination. Unit employees shall also receive up to forty-two (42) hours cash-out of unused holiday leave, which shall be reported to CalPERS under Govt. Code Section 20636 and CCR 571(a)(5). All mandatory holidays occurring after termination shall be forfeited.

In the year of retirement or termination for payout purposes only, each retiree will earn the following hours of holiday pay on the first of each month which will be eligible for a payout of up to forty two (42) hours and reported to CalPERS under Govt. Code Section 20636 and CCR 571(a)(5). Any unused holiday time in





~~excess of forty two (42) hours shall be forfeited. The following is a schedule of the monthly accrual and total accrual available for the payout up to forty two (42) hours.~~

<u>Day</u>	<u>Monthly Accrual</u>	<u>Total Accrual</u>
January 1	18 hours	18.0 hours
February 1	9 hours	27.0 hours
March 1	3.2 hours	30.2 hours
April 1	3.2 hours	33.4 hours
May 1	9 hours	42.4 hours
June 1	3.2 hours	45.6 hours
July 1	9 hours	54.6 hours
August 1	3.2 hours	57.8 hours
September 1	9 hours	66.8 hours
October 1	3.2 hours	70.0 hours
November 1	27 hours	97.0 hours
December 1	9 hours	106 hours

- During the unit employee's initial appointments to the positions of Police Officer Recruit and Police Officer, occurring during the first two years of employment with the Glendale Police Department, unused floating holiday leave in excess of the forty two (42) hour cash out limit may either be cashed out or carried over to the following calendar year. In all subsequent years beyond the two-year mark, unit employees must abide by the forty two (42) hour per year limit. A unit employee so affected wishing to cash out or carry over more than forty two (42) hours shall initiate a written request to the Professional Standards Bureau prior to December 30th of the year in which the holiday time is earned.

**L. Holiday Leave Limitation**

- No unit employee shall receive any holiday pay if they use more than four hours (4) of leave of absence without pay either the work day before or the work day after a mandatory holiday except as set forth in City Family and Medical Leave Policy.
- Unless holiday leave is used for "pay back" of leave time as provided in this agreement for unit employees assigned to a twelve and one half (12.5) hour work schedule, holiday leave shall be taken in hourly increments based on the unit employees current work schedule.
- Unit employees who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination to a maximum of forty two (42) hours, except as set forth in K-3 above.



**M. Holidays Granted**

All unit employees and new hires after January 1 of each calendar year shall receive a proportion of the above holidays based on the following schedule:

<b><u>Months of Hire</u></b>	<b><u>Number of Holiday Hours Granted</u></b>
January	<del>124</del> 106 hours
February	<del>106</del> 97 hours
March	<del>97</del> 90 hours
April	<del>97</del> 81 hours
May	<del>97</del> 72 hours
June	<del>90</del> 63 hours
July	<del>81</del> 54 hours
August	<del>70</del> 45 hours
September	<del>70</del> 36 hours
October	<del>61</del> 27 hours
November	<del>36</del> 18 hours
December	9 hours

**III. TWENTY-FOURTH DAY OF DECEMBER**

**1. Police Department Open**

- a. When December 24th occurs on Monday, Tuesday, Wednesday, or Thursday, all Police Department Administrative Offices shall close at 12:00 p.m.
- b. Only unit employees working on this day as part of a daytime work schedule starting on or after 6:00 a.m. and ending not later than 6:00 p.m. shall be considered eligible for this holiday provision.

**2. Limitations**

- a. That part of December 24th from 12:00 p.m. to 6:00 p.m. shall be and is hereby designated a holiday; provided, however, that said holiday shall not apply to the unit employees assigned to the Patrol Bureau, Traffic Bureau, Special Enforcement Detail, and the Air Support Unit, or unit employees whose functions are designated by Management as essential to the Public welfare as determined by Police Management.
- b. Those unit employees receiving twenty fourth day of December holiday time off shall work up to 12:00 p.m. without a lunch period on this day.

**3. Non-Cumulative**



- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason as set forth in this section, it may not be taken at a later time.
- b. Only unit employees actually working on December 24 are eligible for the holiday.
- c. Unit employees eligible to receive the twenty fourth day of December holiday leave, with the approval of Police Management, may combine a maximum of four (4) hours on a 5/40 schedule, four and one half (4.5) hours on a 9/80 schedule, or five (5) hours on a 4/40 schedule of December 24th leave with compensatory time or vacation or floating holiday leave or sick leave to receive a full shift off on December 24th. Leaves of absence without pay or temporary disability may not be combined with the December 24th holiday leave.

#### **IV. SPECIAL DAYS OF OBSERVANCE**

##### **A. Definition**

A special day of observance, day of mourning, or a like day of participation, when so declared by the City 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. to 5:30 p.m. except on Fridays which is 5:00 p.m.

##### **C. Eligibility**

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

##### **D. Compensation**

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

#### **V. VACATION**



**A. Vacation Time Earned**

Unit employees shall be provided with vacation time earnings to be based on the following schedule.

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

**B. Limitations**

1. Vacation is earned and awarded monthly and is computed on the basis of the annual hours divided by the number of months per year.
2. No vacation shall be credited for a month in which the unit employee has been on a leave of absence without pay, excluding disciplinary suspensions without pay during the majority (50%+) of the month.
3. Vacation leave may be taken in increments of one (1) hour or more as approved by Police Management.
4. Unit employees begin to accrue vacation time after their first day of employment as a full-time salaried unit employee. However, the employee will only be eligible to use the 80 hours of vacation provided to them, after 12 months of service and will continue to accrue vacation on a monthly basis thereafter.
5. Any unit employee who is laid off during their first year of employment and is then rehired within (1) year time period shall have their prior service time earned prior to their layoff apply toward their service time eligibility for vacation benefits earned.
6. Unit employees working any schedule, including other than a regular forty (40) hour schedule, shall be subject to the exact same vacation policy as all other unit employees.
7. Vacation leave balance shall be the unit employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave



shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.

**C. Prior Service**

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

**D. Vacation Scheduling - Plan**

1. To ensure an orderly administration of vacation time within the Police Department, Police Management shall prepare a department vacation plan for unit employees by March 15 of each calendar year unless extenuating circumstances cause delay in the completion of such plan. Such plan shall provide a schedule of no more than an average of ten percent (10%) of the unit employees within a given rank off on vacation leave at any one time within each separate work groups, bureaus, and/or details, during the period from January 1 through December 31 of each calendar year.
2. Unit employees shall submit all vacation requests to their division commander no later than February 15, each year. In the absence of prior approval, failure to comply shall result in the loss of unit employee's seniority for vacation purposes.
3. Service division commanders will try to provide every unit employee in their division who has requested vacation time during the period June 15 through September 15 with at least one week's vacation during this period, regardless of seniority, without violating minimum approved division staffing levels.
4. In the scheduling of vacation time for unit employees:
  - a. Preference for vacation periods shall be granted in the following order:
    - 1) Rank
    - 2) Department seniority
  - b. Seniority of unit employees hired on the same date shall be determined by the number of the personnel requisitions.
  - c. Except for extenuating circumstances, and approved by Police Management, no accumulated overtime or optional holidays shall be taken in conjunction with vacation time.



- d. Unit employees of one section shall have vacation priority over unit employees being voluntarily reassigned to that section once the vacation plan has been established and approved. However, every effort shall be made to ensure that unit employees who are transferred to another unit or section shall be allowed to take their vacation at the time.
5. Nothing in this agreement shall prohibit the Police Chief from temporarily suspending provisions of this section whenever in his opinion the availability of staffing resources requires such a suspension.

**E. Vacation Accumulation**

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

1. Unit employees may accrue a maximum of two (2) years of vacation leave without Department Head approval. Vacation leave earned in excess of the two (2) years of accumulated vacation leave must be used monthly as earned.
2. A unit employee who is unable to take a vacation in accordance with the first provisions of this section due to the fact that such employee's continued service is in the best interest of the City, shall, with the approval of the employee's Department Head, be entitled to accrue a maximum total of three (3) years of vacation time. Vacation leave earned in excess of the three (3) years of accumulated vacation leave must be used monthly as accrued.
3. Once three (3) years of accumulated vacation leave is accrued, the unit employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. This accrual stops when the unit employee reaches maximum accrual limits of either 240 hours (1 to 4 years of full time service), 360 hours (5 to 14 years of full time service), or 480 hours (15 or more years of full time service).
4. A unit employee who is unable to return to work due to a serious and prolonged illness or injury which prevents such person from taking earned vacation time during the calendar year and the limits set forth in Subsection E above, may, with the approval of the City Manager, carry over such vacation time to the next succeeding calendar year.
5. Accumulation and use of vacation leave beyond any succeeding calendar year and the limits set forth in this Subsection E. 1 and 2 above, may be granted at the discretion of the City Manager in special or unusual circumstances.
6. A unit employee who has been on military leave of absence for a least thirty (30) consecutive days during the calendar year in which such person would otherwise



be entitled and required to take a vacation, may take said vacation during the twelve calendar months immediately following the calendar month of termination of said military leave but in no way shall such unit employee be entitled to take said vacation or receive any compensation for same after this last stated time.

**F. Vacation Cash-Out/During Employment**

Effective the pay period beginning August 4, 2019 through November 30, 2019, unit employees may cash out up to one hundred twenty (120) hours of accrued vacation leave time at their base hourly rate of pay each fiscal year. The cash out may be taken up to two times per fiscal year in smaller increments, but may not exceed a total of one hundred twenty (120) hours per fiscal year.

Effective December 1, 2019, for calendar year 2020 (1/1/20) and every year thereafter: By December 15 (the first year being 2019) of each year, employees may make an irrevocable election to cash out up to 120 hours of vacation which they can accrue per year which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the leave they irrevocably elected to cash out in the first pay period of December.

If an employee's vacation time off leave balance is less than the amount the employee elected to cash out (in the prior calendar year), the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

If an employee makes an irrevocable election to cash out vacation time off in the following calendar year and uses such leave in that subsequent year, the vacation or compensatory time off leave used will come from the leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation or compensatory time off. This is to ensure that assuming an employee had a vacation leave time off balance prior to January 1, the leave used will not result in a reduction in the amount of leave the employee will be eligible to cash out.

In addition to the above, starting in calendar year 2020, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation time off of up to a total of 120 hours.

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

1. Any unit employee who has completed at least one year of service with the City prior to termination shall be paid at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and also for vacation leave hours earned by reason of months worked in the current calendar



year provided said vacation leave hours have not been taken at or prior to the date of separation.

2. At retirement, unit employees will have all of their accumulated vacation hours placed into their RHSP account subject to IRS regulations.
3. Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this agreement.

## **VI. WORKERS' COMPENSATION - POLICE OFFICER RECRUIT**

### **A. Workers' Compensation Leave**

Police Officer Recruit employees 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) work hours.

### **B. Temporary Disability**

1. If entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, a Police Officer Recruit employee may elect to take as much of the accumulated sick leave, or the accumulated vacation after the accumulated sick leave becomes exhausted, as when added to the temporary disability indemnity will result in a payment equal to full salary.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

### **C. Additional Temporary Disability Benefit**

1. If a Police Officer Recruit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, and if such Police Officer Recruit employee has exhausted all benefits receivable under the above sections A and B, the Police Office Recruit employee shall receive, for a period not to exceed six (6) months from and after the date when such benefits provided under the above sections A and B are thus exhausted, additional compensation, if any, such as will, when added to the temporary disability indemnity required by said State law, result in a payment to such Police Officer Recruit employee equal to two-thirds of full salary for such period.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

### **D. Sick Leave Augmentation of Temporary Disability**





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

**VII. WORKERS' COMPENSATION – DIAGNOSTIC EXAMINATIONS**

**A. Unit Employees Injured in the Course of Employment**

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

**VIII. SICK LEAVE**

**A. Sick Leave Benefit**

1. Sick leave is a benefit and not a right and is to be utilized by unit employees who are unable to work because of an injury or illness, except as provided otherwise in this article.
2. The sick leave benefit should be thought of as an insurance policy. It insures and protects unit employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be a very important part of a unit employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

**B. Sick Leave Accumulation Plan**

1. Unit employees shall accrue 8 hours sick leave for each major portion of a month worked in a calendar year.



2. The maximum sick leave hours which can be accumulated each calendar year shall be ninety six (96) hours.
3. All unit employees with a minimum of ~~480600~~ hours in their sick leave bank may, on an annual basis, transfer up to 96 hours of sick leave into their comp time bank. Said transfer shall be subject to the same comp time pay out limitations as set forth in Section VIII of Article Three and must be made after the completion of an irrevocable election to transfer the sick leave hours. Sick leave hours transferred to comp time must be hours accrued in the preceding calendar year for which unit employees intend to transfer. The election to transfer sick leave hours into the unit employees' comp time bank shall be made by December 15 of each year, and the actual transfer will occur in the first pay period of December.
3. For each month or more than 50% portion thereof during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed a leave of absence with full pay for eight (8), nine (9), ten (10), or twelve (12) hours depending upon such employee's assigned work schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy. Said amount of sick leave hours shall be debited in full from the affected employee's sick leave accrual bank.
4. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a unit employee reinstated. Unit employees reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

**C. Limitations**

1. No such sick 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 Police Management based on the sick leave policies of the City.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. The City reserves the right to send an employee for examination to verify medical release prior to authorizing employee to return to work.
4. Any illness or injury extending more than forty (40) work hours for unit employees must be verified by Employee Health Services.



5. Unit employees re-employed from a lay-off list established after July 1, 1978, shall have all previously accrued sick leave credited to their accumulated sick leave balance.

**D. Department Notification - Absent from Duty**

1. Unit employees who will be absent from duty due to non-job related illness or injury shall notify their supervisor or Division Commander daily of this fact, or other reasons for the absence, no more than eight (8) hours and no less than one (1) hour before the beginning of their scheduled duty assignment, and no less than one (1) hour before their scheduled duty shift when returning from such leave.
2.
  - a. Unit employees while absent from duty because of a job related illness or injury shall notify their supervisor or Division commander between the hours of 8:00 a.m. to 5:00 p.m. each Monday of their status.
  - b. Unit employees on the first day of each occurrence on a job-related illness or injury are required to comply with D (I).
3. A unit employee while absent from duty because of a non-job related illness or injury shall remain at their official residence during the hours of their scheduled duty assignment.
4. A unit employee while absent from duty because of a job related illness or injury, before leaving their residence on each occasion, during hours of scheduled duty assignment, shall notify the employee's Bureau or Division Commander, or Police Chief, as the rank may require. The employee shall advise the purpose, intended destination, and the estimated duration of absence and other information as may be required.
5. Police Management shall exempt unit 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. is absent due to non-job related illness or injury and is not utilizing sick leave benefits; or
  - d. other arrangement, locations, or conditions have been authorized by Police Management.



**E. Misuse of Sick Leave, Injury or Illness**

No unit employee shall misuse, feign 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 schedule duty assignments. Misuse of sick leave, illness, or injury shall result in disciplinary action, which could include removal from employment with the City.

**F. Family Care Leave With Pay - Utilizing Sick Leave**

**1. Definition**

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

**2. Sick Leave With Pay**

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

**3. Family**

"Family" shall mean spouse, employee's child or parents, or spouse's child or parents, siblings, grandparents or grandchildren, or spouse's siblings, grandparents or grandchildren, domestic partner or any other relative residing in the same household as employee.

**G. Sick Leave Balance Printed on Paycheck Stub**

Unit employees' sick leave balances shall be printed on their paycheck stubs.

**H. Additional Leave Without Pay**

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

**IX. OUTSIDE EMPLOYMENT AND MEDICAL LIMITATION**

**A. Approval by Police Management**



All outside employment must be approved by Police Management pursuant to City and Police Department rules and regulations.

**B. Medical Limitations on Outside Employment**

1. Unit employees disabled from performing their usual and customary duties for the City shall not pursue any other outside employment that exceeds their medical limitations.
2. Unit employees on paid leave for medical or Workers' Compensation reasons may not engage in outside employment during the hours of their normal deployment schedule when, but for the medical or Workers' Compensation conditions, they would normally be on duty. Unit employees on administrative assignment shall be presumed to be assigned to a 5/40, Monday through Friday, normal business day schedule.

**X. BEREAVEMENT LEAVE**

**A. Definition**

Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears to be imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father; the employee's stepfather, stepmother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, 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 or more years, within the most recent last three years.

**B. Leave with Pay**

Such unit employee may be granted bereavement leave with full pay not to exceed a total of three (3) working days per occurrence as approved by Police Management.

**C. Facts Justifying Absence**

The unit employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Police Management justifying such absence.

**D. Not Apply if on Sick Leave**

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

**XI. JURY DUTY**



**A. Notification / Summoned**

Any unit employee who is summoned to serve on jury duty shall immediately notify their supervisor and provide written evidence of notice or of summons. If summoned to jury duty, the employee shall receive their regular salary limited to ten (10) consecutive working days annually.

**B. Jury Time Extension**

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

**C. Jury Duty Accommodation**

When requested by Police Management, unit employees will request that the Jury Commissioner modify their jury duty, including but not limited to, requests for postponement, to be excused, or to have ten days consecutive jury duty. Police Management may assist the employee with such requests, including the submission of supporting letters.

**D. Jury Duty Call-In**

Unit employees participating in the juror telephone call-in system shall immediately notify their supervisor or watch commander of their next-day jury duty obligation when known and make appropriate mutually agreed to work schedule changes.

**E. Jury Duty Stand-By**

Unit employees placed on jury duty stand-by will immediately notify their supervisor or watch commander of stand-by status so accommodations can be made.

**F. Jury Duty Shift Conflict**

1. A unit 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. A unit employee performing jury duty during hours other than their normal tour of duty 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 hour work schedule: 7 hours
  - c. 12-1/2 hour work schedule: 8 hours



3. However, if the jury time is less than the times described above, then the unit employee shall report to the on-duty watch commander for completion of a normal tour of duty.

**G. Jury Duty Documentation**

The hours as a jury member need to be documented by the jury coordinator and submitted each day by the unit employee when they return to work to their supervisor or watch commander. This shall accompany a completed City Request for Leave Form.

**XII. MILITARY LEAVE**

**A. Eligibility**

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

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

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

**XIII. OTHER LEAVES - WITHOUT PAY**

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

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

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

Police Management may grant leaves of absence without pay to unit employees in excess of seven (7) calendar days in any month, with the approval of City Manager

**C. Leave of Absence Without Pay - Early Return**

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



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

Any unit employee returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination and being released by the City Medical Examiner and the Human Resources Department, Workers' Compensation Section, to return to work.

**E. Limitations**

Unit employee 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 Police Management.

**XIV. ELIGIBLE LEAVE BENEFITS**

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

All leave benefits (vacation, holidays, sick leave, bereavements or any other leaves shall be accrued and taken in hourly (hour earned, hour taken) increments based on current benefit accrual rates.

**B. Example**

A unit employee who works a twelve (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 twelve (12) hours from their sick leave accrual.

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

Qualified unit employees are entitled to a maximum of twelve (12) work weeks on unpaid Family and Medical Care Leave during each twelve (12) month employment period, pursuant to the City's Family and Medical Care Leave Policy. During such Family and Medical Care Leave period, the City will continue to pay the City's portion of the unit employee's medical insurance premium as set forth in the Family and Medical Care Leave Policy.

**XV. PAID BONDING LEAVE**

Effective July 3, 2022, unit employees will be eligible for up to six (6) weeks of paid bonding leave in the twelve (12) months following the birth of an employee's child and to care for a newborn, and/or placement of a child with an employee in connection with the adoption or foster care of a child by an employee. Consistent with FMLA/CFRA provisions, bonding leave may be used in a minimum duration of two weeks with at least 30 days' notice to the City.





## **ARTICLE SIX**

### **WORKING CONDITIONS**

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#### **I. ALCOHOL AND SUBSTANCE ABUSE**

##### **A. Mutual Agreement**

The City of Glendale and the Glendale Police Officers' 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 of Glendale and the Glendale Police Officers' 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 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, promotional candidates, employee renewal of Class "A" and "B" Drivers' Licenses, and reasonable suspicion of employees' under the influence on work time.

##### **C. Support of EAP**

The City of Glendale and the Glendale Police Officers' 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. In cases involving voluntary participation, with the employee's agreement, alternative programs monitored by the City's Employee Health Services Administrator.

##### **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 unit employees participating in the program.

#### **II. EMPLOYEE DRIVER'S LICENSE REQUIREMENTS**

##### **A. Driver's License Requirements**

Unit employees who are in a classification which requires the possession and maintenance of a valid California driver's license and/or are required to drive a vehicle for the City are required to inform their division management of any restrictions, suspensions or revocation of their said driver's license.



**B. Vehicle Code Violations**

Any unit employee covered in "A" above shall be required, when convicted or pleads no contest of driving under the influence of alcohol or drugs to meet at least once with the City's employees' assistance counselor for substance abuse counseling. EAP counseling sessions are further defined in Article Six, Section I-D.

**C. Consequence of Non-Compliance**

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

**III. PHYSICAL PERFORMANCE STANDARDS**

**A. Performance Standards Requirement**

In order to adequately perform assigned duties, unit employees shall achieve and maintain a minimum physical performance standard as determined by Police Management, based upon the medical standards set forth for the purpose of a physical performance standardized program for all sworn personnel. Police Management may propose new physical fitness programs at any time during the term of this agreement. Such proposals and subsequent agreements with the GPOA shall not constitute a reopening of negotiations nor an abrogation of any or all of the terms of this agreement.

**B. Purpose**

It is the intent of this physical performance requirement that unit employees be encouraged to actively engage in a regular physical exercise program permitting employees not only the enjoyment of good health but a measurement of their capability to perform assigned duties.

**C. Remedial Programs**

1. If a unit employee, in the opinion of the City Medical Examiner and Police Management, is unable to maintain minimum physical performance standards, a remedial program shall be prescribed by the City Medical Examiner and Police Management. Reasonable progress toward meeting the physical performance standard shall be required.
2. Unit employees who do not maintain the required minimum physical performance standards shall be required to participate in a remedial physical program as prescribed by the City Medical Examiner and Police Management.



#### **IV. EMPLOYEE FITNESS / WELLNESS PROGRAM**

##### **A. Fitness / Wellness Programs**

During the term of this Agreement, the City may periodically employ the services of an outside vendor to provide comprehensive health and fitness services to unit employees of the Glendale Police Department. These Fitness / Wellness programs are designed to assist unit employees in developing healthy lifestyles relative to exercise, diet and overall fitness. Participation in these programs is voluntary. Any non-work time activities associated with the maintenance of employee health and fitness are voluntary and not compensated.

##### **B. Incentives**

When such programs are in place, the City sets forth the following incentives for unit employees to encourage the attainment of health and fitness improvement:

Unit employees who participate in the Fitness/Wellness program, shall be eligible to receive up to two hundred dollars (\$200) annually to pay for a health club membership and/or reimbursement for a heart scan AND up to twelve (12) hours of compensatory time leave. The City and Association agree to meet and jointly develop a method for the allocation of incentives under this program. Such incentives shall be based on the City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>).

##### **1. Fitness Categories**

The following fitness categories and compensatory time hourly value shall be used:

<b><u>Category</u></b>	<b><u>Hours</u></b>
Wellness Orientation	1
Comprehensive Health/Fitness Assessment	2
One-on-One Consultation	1
Blood Pressure	2
Cholesterol	2
Body Composition	2
Health/Fitness Education Seminars	2

##### **2. Allocation of Incentives**

The allocation of the incentives under this program is as follows:

Unit employees who complete the Wellness Orientation, Comprehensive Health / Fitness Assessment, and One-on-One Consultation as provided by the Wellness Coordinator shall be eligible for the two hundred (\$200) dollars health club/heart scan reimbursement incentive. Unit employees must provide an original receipt



or other proof of expenditure by June 1<sup>st</sup> of each fiscal year to receive payment. Such expenditure must have occurred in the same fiscal year.

In addition, unit employees shall be eligible for up to twelve (12) hours of compensatory time based on the number of fitness categories completed and the hourly value assigned. The Wellness Coordinator will verify completion of each category.

3. **Limitation**

Should the City discontinue the Fitness / Wellness program as described in "IV-A" above, the incentives described in "IV-B" above shall be discontinued.

C. **Confidentiality**

1. Individual test results, information, findings and/or diagnosis obtained from medical examinations conducted pursuant to the Fitness / Wellness Program shall not be shared with or released to any City official, employee, or agent of the City, nor with any Police Department representative, with the exception of the Wellness Program Coordinator. The Wellness Program Coordinator shall not release to or share individual test results, information, findings, and/or diagnosis obtained from medical examinations conducted pursuant to the Wellness Program in any form with any City official, employee, or agent of the City, nor with any Police Department representative.
2. The health care provider conducting the examinations shall ensure that the test results, information, findings, and/or diagnosis obtained from medical examinations shall not be released to or shared with any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association. The Wellness Program Coordinator shall also be prohibited from releasing to or sharing the test results, information, findings, and/or diagnosis obtained from the medical examinations with any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association.
3. The health care provider conducting the examinations as contemplated herein shall execute a signed confidentiality agreement with each employee, stating and agreeing that the provider will not release to or share any test results, information, findings, and/or diagnosis to any City official, employee, Police Department representative, nor to any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association, with the exception of the Wellness Program Coordinator. The Wellness Program



Coordinator who receives these test results shall also sign a confidentiality agreement with each employee, stating and agreeing that he or she will not share with or release any test results, information, findings, and/or diagnosis to any City official, unit employee, Police Department representative, nor to any third party, including any insurance carrier, insurance holding company, investigative agencies and/or parties for any insurance carrier, insurance holding company, or insurance association.

4. It is understood by and between the parties that the records herein above discussed are strictly confidential and may not be used for any employment purpose. Individual test results, information, findings, and/or diagnosis may be provided to the unit employee's health care provider chosen by the employee if authorized in writing by the employee.

**D. Definitions**

The following definitions shall apply to the Fitness Categories listed in Article 6, IV(B)(1) above:

1. **Wellness Orientation:** Attendance of the pre-assessment orientation class and completion of all required enrollment forms.
2. **Comprehensive Health / Fitness Assessment:** Completion of all minimum requirements including blood work, fitness assessment, health/fitness and fitness log.
3. **One-on-One Consultation:** Meeting with the Wellness Coordinator to provide guidance, nutrition assessment, personal training consultation or similar.
4. **Blood Pressure:** Confirmation score based on minimum 2 readings (if elevated).

Optimal (less than 120/80mmHg): 2 hours comp time

OR

Pre-hypertensive (Systolic 121-139 and/or Diastolic 81-89mmHg): 1 hour comp time.

The Wellness Coordinator shall have the discretion to award the full two (2) hours to a unit employee who has demonstrated significant improvement in blood pressure based on participation in an improvement plan in consultation with the Wellness Coordinator.

5. **Cholesterol:** Confirmation score based on reading from on-site or off-site blood draw:

Desirable (less than 200 or total/HDL ratio <4.5): 2 hours comp time



OR

Borderline High (total/HDL ratio 5,0 and LDL <130): 1 hour comp time.

The Wellness Coordinator shall have the discretion to award the full two (2) hours to an employee who has demonstrated significant improvement in cholesterol score based on participation in an improvement plan in consultation with the Wellness Coordinator.

6. **Body Composition:** Confirmation score based on reading during on-site fitness assessment.

Men must achieve rank of 50% (20<16.6%; 39<19.7%; 49<21.9%; 59<23.2%).

Women must achieve rank of 50% (29<21%; 39<22.6%; 49<25.6%; 59<28.8%).

The Wellness Coordinator shall have the discretion to award the full two (2) hours to an employee who has demonstrated significant improvement in body composition based on participation in an improvement plan in consultation with the Wellness Coordinator.

7. **Health/Fitness Seminars:** Credit is awarded for the completion of at least one (1) seminar offered on-site as arranged by the Wellness Coordinator.

## V. **PERSONNEL COMPLAINTS**

The Police Department is charged with the responsibility to investigate personnel complaints and to take disciplinary and corrective action against unit employees where warranted and necessary.

### A. **Definition**

Personnel complaints are defined as allegations of misconduct of a unit employee of the Department received from any source. A personnel complaint, regardless of its apparent validity, shall be accepted, reduced to a written memo, and forwarded immediately to the Police Chief.

### B. **Investigation**

The Police Chief will review the written personnel complaint and if the alleged misconduct is of a nature which, if valid, would result in disciplinary action, the complaint will be investigated. All investigation reports shall be submitted to the Police Chief.

### C. **Personnel Complaint Actions**

At the direction of the Police Chief, an investigation will be conducted in order to determine whether or not the complaint is either:

1. unfounded;



2. exonerated;
3. not sustained;
4. sustained;
5. frivolous.

**D. City and Association - Rights, Duties and Obligations**

Nothing in this agreement shall be interpreted as a waiver of the rights, duties, and obligations of the City and Association as it relates to personnel complaints and rights of unit employees.

**E. Disciplinary Action**

In those cases where unit employees are guilty of censurable conduct, the Police Chief may impose disciplinary actions which shall be administered by Police Management in accordance with department rules and regulations and/or Civil Service Rules and Regulations.

**F. Policy, Procedures**

The Department's policies and procedures regarding personnel complaints are included in the Police Department Manual.

**VI. RETIREMENT BADGES - ISSUE AND RECALL**

**A. Qualifications**

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



- c. Both the Police Chief and the Police Retirement Badge Review Committee determine that the retired unit employee is not deserving of such issuance because:
  - 1) Unit employee's employment records established while serving as a Police Officer for the City of Glendale reveal "censurable conduct" of major incident(s) under either the Police Department Manual or the City's Civil service Rules and Regulations; or
  - 2) Unit employee's psychiatric condition is so impaired that issuance of an official police badge could be detrimental to the public safety.
- 2. The Police Chief shall issue a retirement badge to a retired unit employee of the Glendale Police Department who otherwise would not qualify under subsections 1a or 1b, if both the Police Chief and the Retirement Badge Review Committee determine that the retired unit employee'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 1c.

**B. Qualifications for Retirement Badge Recall**

- 1. The Police Chief shall have the authority to recall any retirement badge whenever a retired unit employee 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 unit employee 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 Department and the City of Glendale through the commission of a crime.
  - c. Other conduct which would be unbecoming to a regularly employed peace officer of the City of Glendale.

**C. Police Retirement Badge Review Committee**

The Police Chief shall establish and maintain a Police Retirement 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.

**VII. TEMPORARY MODIFIED WORK PROGRAM**

**A. Eligibility**

The Department has a Temporary Modified Work Program for temporarily disabled and convalescing unit employees. Any unit employee who is temporarily incapable of performing his/her normal assigned duties because of an illness, or injury, or pregnancy may request assignment or be required by Police Management to participate in the temporary modified work program.

**B. Limitation**

1. Granting of temporary modified work assignments will depend upon the nature of the unit employees' disability, medical limitation, and the availability of suitable modified duty assignment positions.
2. Temporary modified work assignments may be granted for up to sixty (60) workdays.
3. Temporary modified positions may be extended by the authority of the Police Chief and maybe granted depending on the circumstances of the unit employee's disability, medical limitation, and the staffing needs of the Police Department.
4. Unit employees in a Vocational Rehabilitation Plan approved by the City are not eligible for temporary modified work programs.



5. The program shall be administered to comply with the requirement to accommodate pregnant unit employees, as set forth in applicable laws and regulations.

**C. Application and Acceptance**

Application for the program shall be in writing by the unit employee when they request consideration for the work program and by written direction when Police Management requires the unit employee to participate. Police 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 Department work stations suitable to accommodate the unit employee's specific limitations; and (3) the unit employee's ability to perform satisfactorily in a selected temporary assignment.

**VIII. PERMANENT MODIFIED WORK PROGRAM**

The Department has implemented 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 have rendered them medically incapable of performing the full range of duties within their classification. The program provides an opportunity for unit employees to continue employment as a safety member in the Police Department. It is understood by both parties to this agreement that the purpose and details of this program are agreed to as set forth in the Police Department's Rules and Regulations.

**IX. SUSPENSION OF PEACE OFFICER POWERS**

The Police Chief has the authority to suspend the peace officer powers of a unit employee whenever:

**A. Non-Proficiency with Firearms**

The unit employee is unable to or does not demonstrate proficiency in the use of firearm(s) as required, or

**B. Mental or Emotional Condition**

It has been determined that a unit employee has a mental and/or emotional condition which may adversely affect their judgment as a peace officer; or

**C. Authorized by Law**

As otherwise authorized by law.

**X. OUTSIDE EMPLOYMENT AND MEDICAL LIMITATION DURING TEMPORARY / PERMANENT MODIFIED WORK PROGRAM**



**A. Approval by Management**

All outside employment must be approved by Police Management pursuant to City and Police Department Rules and Regulations.

**B. Outside Employment Limitations**

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

**C. Final Decision**

The Police Chief shall make the final decision based upon stated criteria and if peace officer power is to be limited, the unit employee so affected shall be notified in writing.



## **ARTICLE SEVEN**

### **GRIEVANCE PROCEDURE/REVIEW BOARD**

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#### **I. CITY'S GRIEVANCE PROCEDURE - REPRINTING**

Unit employees who need to resolve a dispute relating to work related matters may utilize the City's grievance procedure, provided that the subject matter of that grievance falls within the definition of a grievance, provided in the following section. The City's Grievance procedure is reprinted from the City's Employer-Employee Relations Ordinance here solely for the convenience of unit employees and Police Management and the fact that it is reprinted here is not intended to add or detract from its status as a City-wide grievance procedure, and is not a formal part of this Memorandum of Understanding.

#### **II. GRIEVANCES**

##### **A. Definition**

A grievance is any dispute concerning the interpretation or application of this Ordinance, or of this MOU or of an ordinance resulting from a memorandum of understanding, or of rules or regulations governing personnel practices or working conditions.

##### **B. Grievance - Informal - Verbal**

When a unit 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 unit employees who may seek to adjust a grievance, real or imagined.

##### **C. Grievance – Formal / Written**

If the informal answer given by the unit employee's supervisor is not satisfactory, the unit 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 unit employee will present his/her views to his/her supervisor on a grievance form, in duplicate, obtainable from the Human Resources Department. The supervisor will, within seven (7) calendar days, enter his/her decision and the reasons for it and return it to the unit employee. If the unit 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 unit employee will forward the grievance to his/her division 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 unit 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 unit 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 unit employee. The decision of the City Manager is final and binding on all parties.

D. **General**

1. **Time Limits**

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

2. **Grievance Settled - Form Distribution**

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

3. **Representation**

A unit 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 unit employees, their representatives, and all witnesses will be given reasonable time



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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**

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#### **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 Glendale Police Officers' Association and City of Glendale hereby agree 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 or in the negotiations leading thereto, and irrespective of whether or not matters were discussed or were even within the contemplation of the parties hereto during negotiations leading to this agreement, and any rights in that respect are hereby expressly waived during the term of this Agreement.

#### **II. EMERGENCY WAIVER PROVISIONS**

In the event of circumstances beyond the control of the City, including but not limited to, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, as determined by Police 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 or such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on unit employees of the suspension of these provisions in this Memorandum of Understanding.

#### **III. SEVERABILITY PROVISION - MOU REMAINS IN FULL FORCE AND EFFECT**

Should any article, section, subsection, subdivisions, 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.

#### **IV. GLENDALE GENERAL FUND TRANSFER CASE – DECLARATION OF AGREEMENT NULL AND VOID**

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

#### **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 written 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 exist within the City, in written form, Civil Service and Departmental Rules and Regulations.
2. Except as specifically modified by this Memorandum of Understanding (MOU), these rules and regulations and any subsequent amendments thereto, shall be in full force and effect.
3. Before any new or subsequent amendments to these Civil Service and/or Departmental Rules and Regulations directly affecting wages, 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 changes in rules and regulations provided it has met and conferred with the Association as required.

**V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING**

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

**VI. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of understanding shall be for the period commencing on July 1, 2022~~19~~ and terminating after June 30, 2024~~2~~.

**VII. RATIFICATION AND IMPLEMENTATION**

**A. Ratification Procedure**

The City of Glendale and the Glendale Police Officers' Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified pursuant to the Bylaws of the Glendale Police Officers' Association, and until it is adopted in the form of a resolution by the City Council.





**B. Mutual Recommendation of Agreement**

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. Recommendation For Approval**

Subject to the foregoing, this Memorandum of Understanding is hereby agreed to be recommended for approval by the authorized representative of the City of Glendale and the Glendale Police Officers' Association and entered into the ~~12~~<sup>27</sup>~~th~~ day of ~~July~~<sup>August</sup>, 20~~22~~<sup>19</sup>.



Glendale Police Officers' Association Memorandum of  
Understanding  
July 1, 2022 – June 30, 2024

Parties to the  
Agreement

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**PARTIES TO THE AGREEMENT**

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## APPENDIX "A"

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THE FOREGOING CITY PROPOSAL IS SUBJECT TO CITY COUNCIL AND CIVIL SERVICE COMMISSION ADOPTION OF THE PROPOSAL BY MEANS OF APPROVING NECESSARY AMENDMENTS TO THE CIVIL SERVICE RULES AND REGULATIONS

### **AMENDMENT TO CIVIL SERVICE RULES**

(THIS AMENDMENT SHALL ONLY IMPACT HEARING PROCEDURES APPLICABLE TO SWORN POLICE EMPLOYEES IN THE UNIT REPRESENTED BY THE GPOA. THE CIVIL SERVICE RULES REMAIN UNCHANGED AS TO ALL OTHER CLASSES OF CITY EMPLOYEE.)

Rule X. Disciplinary actions, appeals and hearings shall be amended to provide as follows:

1. In the event that a sworn member of the Glendale Police Department is subject to punitive action that is within the Rule X, Section 1 jurisdiction of the Civil Service Commission, that officer shall proceed to a hearing officer appeal, subject to the Civil Service Commission's final determination. The parties shall equally divide the costs/fees of the hearing officer and court reporter, but shall individually bear all other fees/costs incurred by the party.
2. Except as specifically provided in this AMENDMENT all provisions of Civil Service Rule X shall remain in full force and effect, including but not limited to Section 8(C)(2-4).
3. If the parties cannot agree on the selection of a hearing officer then, the parties shall request a list of seven (7) hearing officers from the California State Mediation and Conciliation Service. Upon receipt of said list, the City and the officer shall review the list, and the City will be entitled to make the first strike on the list, with the officer having the next strike until the list is exhausted and one name remains. That person shall be the hearing officer. By stipulation, the parties may elect to utilize a seven (7) hearing officer list provided by the American Arbitration Association. Any fees mandated by the American Arbitration Association shall be equally borne by the parties.
4. The hearing officer shall conduct a hearing to determine whether or not the allegations are true, and if true, support the degree and kind of punitive action taken.
5. The hearing and taking of evidence shall commence not later than 90 calendar days after hearing officer acceptance of his/her assignment. The hearing officer's report shall be served on the Civil Service Commission and the parties not later than 30 calendar days after the closure of the taking of evidence.
6. The hearing officer shall have such authority as that of the Civil Service Commission in that he/she can:
  - a. Issue subpoenas requiring witnesses to be in attendance in the name of, and on behalf of, the Glendale Civil Service Commission,
  - b. Issue subpoena duces tecum requiring production of documents in the name of, and on behalf of, the Glendale Civil Service Commission,



- c. Make all determinations with regard to motions by the City or the employee which shall not be subject to interlocutory appeal to the Civil Service Commission,
  - d. To proceed with the hearing procedures and conduct in accordance with Rule X, Section 8(c), 2-4.
- 7. The hearing officer shall make a determination using the preponderance of evidence test and shall make a finding with regard to the facts and issues presented to him/her. The hearing officer shall be required to prepare a report to the Civil Service Commission detailing his/her recommended findings of facts and conclusions of law.
  - 8. The Civil Service Commission shall review the determination made by the hearing officer and may reject, modify or accept the hearing officer's determinations in all or part. In the event that the Civil Service Commission modifies or rejects any element of the hearing officer's determination, the Commission shall first read the transcript of the entire proceeding. After reading the transcript of the proceeding, the Commission may modify or reject all or part of the hearing officer's determination(s) only if said determination(s) is not supported by the substantial evidence test. The Commission shall issue a substitute ruling in those instances where it has modified or rejected all or part of the hearing's officer recommendation(s).
  - 9. The Civil Service Commission shall provide the parties with an opportunity to present oral and/or written arguments to the Civil Service Commission prior to it rendering a final determination.
  - 10. This Amendment shall terminate on June 30, 2015 unless extended in writing by the parties. The preexisting rules shall be immediately reinstated without being subject to the meet and confer process.
  - 11. Any time limitations described herein shall be subject to modification based upon a written stipulation by both parties to do so.
  - 12. This Amendment shall be included within the MOU but shall be implemented only upon adoption by both the City Council and the Civil Service Commission.



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