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# 811425

CITY – GCEA

City of Glendale CA -- GCEA (F)

NEW (general unit)  
1,200 emps

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MEMORANDUM OF UNDERSTANDING

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FOUR-YEAR AGREEMENT

JULY 1, 2001 - JUNE 30, 2005

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136 pages

**CITY OF GLENDALE  
INTERDEPARTMENTAL COMMUNICATION**

**DATE:** July 23, 2001

**TO:** All Holders of City - GCEA Memorandum of Understanding

**FROM:** John F. Hoffman, Director of Personnel and Employee Relations

**SUBJECT:** **Summary of Significant Negotiated Language Amendments  
New City-GCEA Four-Year Memorandum of Understanding  
(July 1, 2001 – June 30, 2005)**

**BACKGROUND**

Recently, the City and Glendale City Employees' Association (GCEA) ratified a new four (4)-year Memorandum of Understanding (MOU) covering the period July 1, 2001 through June 30, 2005. A number of economic and non-economic changes were agreed to in the new contract.

**SUMMARY OF CHANGES**

Attached for your review is a brief summary of the significant changes in the new MOU. The subject, article, section and page numbers as well as brief description are provided.

**ATTACH TO YOUR MOU**

You should attach this summary of changes to your copy of the MOU for future reference.

**CONTACT PERSONNEL DIVISION**

Should you need further information, interpretation or clarification regarding any of the MOU language, please contact the Personnel Division staff.

**EMPLOYEE RELATIONS AND CONTRACT ADMINISTRATION**

Good employee relations and contract administration are developed and maintained through trust, respect, open lines of communication and a clear understanding of the terms and conditions of the MOU as well as divisional rules and regulations. I hope this information provided is of some assistance towards our mutual goal of a continued positive employee relations program.



John F. Hoffman  
Director of Personnel & Employee Relations

**CITY OF GLENDALE  
SUMMARY OF SIGNIFICANT NEGOTIATED LANGUAGE AMENDMENTS  
CITY-GCEA MEMORANDUM OF UNDERSTANDING**

**NEW FOUR-YEAR MOU  
(July 1, 2001- June 30, 2005)**

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
Term of Agreement	Nine	VII	101	Four Years July 1, 2001 – June 30, 2005
Agency Shop Provision – Refer to Appendix “B” Agency Shop MOU in back of new MOU	One	IV	2	Agreement regarding procedures for the implementation and administration regarding Agency Shop requirements for all unit employees.
<u>Salary Schedule Adjustments</u>  Salary Schedule: July 1, 2001 – June 30, 2002  Salary Schedule: July 1, 2002 – June 30, 2003  Salary Schedule: July 1, 2003 – June 30, 2004  Salary Schedule: July 1, 2004 – June 30, 2005	Two	II – V	9-10	1 <sup>st</sup> Year: Effective 7/1/01, all general employees shall receive a 3.7% salary increase.  2 <sup>nd</sup> Year: Effective 7/1/02, all general employees shall receive a 3.5% salary increase.  3 <sup>rd</sup> Year: Effective 7/1/03, all general employees shall receive a 3.5% salary increase.  4 <sup>th</sup> Year: Effective 7/1/04, all general employees receive minimum 1.5% to maximum 7% salary adjustment based on CPI April 2003 – April 2004.
<u>M-Step – Not Appealable to CS Commission</u> M-Step removals are not appealable to the Civil Service Commission (based on City Attorney legal opinion 2001)	Two	X A 8	12	M-Step removals are not appealable to the Civil Service Commission.
Water Stand-By Assignment Assignment Pay	Two	XVI	16	Water stand-by coverage to be distributed on an equitable basis, as approved by management.

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
<u>Police Communications CSO – Prisoner Search Assignment</u>	Two	XXVI A-B	25	Trained and qualified CSO Communications Operators, CSO general employees, and Communications Shift Supervisors shall receive \$50.00 per search of a prisoner as required, not to exceed a total of \$100 per employee's work schedule per day.
<u>Acting appointment eligibility - expanded</u>	Two	XXVII A-2	25	A unit employee may be eligible for an acting pay assignment if they fill a vacant position when a unit employee has been transferred to another job assignment in a different section of the same division.
<u>Meet and Discuss-PERS Retirement Benefit Options</u>	Two	XXX A	27-28	The City and GCEA agree to meet and discuss existing or new PERS retirement benefit options that are made available but NOT limited to PERS COLA adjustment.
<u>Meet and Discuss – Impact of state actions</u>	Two	XXX B	28	The City and GCEA agree to meet and discuss the impact on the City of any actions on the part of the state that would significantly impact the City's ability to fund its budget during the term of this agreement.
<u>Comp Time In Excess of 64 Hours – Transfer to RHSP</u>	Three	X E	47	Unit employees must transfer any comp time over 64 hours at the employee's current rate of pay to the employee's RHSP.
<u>Medical Insurance Premiums Effective August 1, 2001</u>	Four	II B	50	1 <sup>st</sup> year: Effective 8/1/01, the employees and City medical insurance monthly contribution shall be as follows:

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES																																																																																										
<u>Medical Insurance Premiums Effective August 1, 2001</u> (Cont'd.)				<table border="0"> <thead> <tr> <th></th> <th>EMPLOYEE Contribution</th> <th>CITY Contribution</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td colspan="5"><b>Prudent Buyer Indemnity PPO Plan</b></td> </tr> <tr> <td>Employee</td> <td>\$12.16</td> <td>\$168.59</td> <td></td> <td></td> </tr> <tr> <td>Employee + 1</td> <td>\$42.78</td> <td>\$417.87</td> <td></td> <td></td> </tr> <tr> <td>Employee + family</td> <td>\$63.90</td> <td>\$592.34</td> <td></td> <td></td> </tr> <tr> <td colspan="5"><b>California Care – HMO Plan</b></td> </tr> <tr> <td>Employee</td> <td>\$34.28</td> <td>\$143.26</td> <td></td> <td></td> </tr> <tr> <td>Employee + 1</td> <td>\$83.98</td> <td>\$288.90</td> <td></td> <td></td> </tr> <tr> <td>Employee + family</td> <td>\$113.74</td> <td>\$418.92</td> <td></td> <td></td> </tr> <tr> <td colspan="5"><b>CIGNA HMO Plan</b></td> </tr> <tr> <td>Employee</td> <td>\$31.00</td> <td>\$144.28</td> <td></td> <td></td> </tr> <tr> <td>Employee + 1</td> <td>\$66.88</td> <td>\$279.85</td> <td></td> <td></td> </tr> <tr> <td>Employee + family</td> <td>\$92.94</td> <td>\$371.65</td> <td></td> <td></td> </tr> <tr> <td colspan="5"><b>KAISER HMO Plan</b></td> </tr> <tr> <td></td> <td></td> <td></td> <td>Effective 8/1/01</td> <td>Effective 9/1/01</td> </tr> <tr> <td>Employee</td> <td>\$27.38</td> <td>\$142.72</td> <td>\$12.92</td> <td>\$142.72</td> </tr> <tr> <td>Employee + 1</td> <td>\$54.90</td> <td>\$285.30</td> <td>\$25.98</td> <td>\$285.30</td> </tr> <tr> <td>Employee + family</td> <td>\$77.48</td> <td>\$403.90</td> <td>\$36.56</td> <td>\$403.90</td> </tr> </tbody> </table>		EMPLOYEE Contribution	CITY Contribution			<b>Prudent Buyer Indemnity PPO Plan</b>					Employee	\$12.16	\$168.59			Employee + 1	\$42.78	\$417.87			Employee + family	\$63.90	\$592.34			<b>California Care – HMO Plan</b>					Employee	\$34.28	\$143.26			Employee + 1	\$83.98	\$288.90			Employee + family	\$113.74	\$418.92			<b>CIGNA HMO Plan</b>					Employee	\$31.00	\$144.28			Employee + 1	\$66.88	\$279.85			Employee + family	\$92.94	\$371.65			<b>KAISER HMO Plan</b>								Effective 8/1/01	Effective 9/1/01	Employee	\$27.38	\$142.72	\$12.92	\$142.72	Employee + 1	\$54.90	\$285.30	\$25.98	\$285.30	Employee + family	\$77.48	\$403.90	\$36.56	\$403.90
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<u>Medical Insurance Indemnity Plan Coverage</u>	Four	II G 2 h	52	Mental and nervous (mental health care) benefits shall be included in the Indemnity Insurance Plan and paid same as other illnesses.																																																																																										
<u>Retiree Health Savings Plan (RHSP) – Employees retiring on or after July 1, 2001</u>	Four	III F 1	54	New RHSP shall be implemented by or before 12/15/01. Employees who retire on or after 7/1/01 will be eligible for RHSP.																																																																																										
<u>RHSP – Sick Leave Conversion Rate</u>	Four	III F 2 a	54	Each unused accumulated sick leave hour at retirement shall be converted at \$20/hr. and placed in eligible retired employee's RHSP.																																																																																										

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
<u>RHSP - Limitations</u>	Four	III F 3 a	54-55	Employees who terminate prior to retirement age (50) or do not retire from City are not eligible for this benefit.
	Four	III F 3 b	55	Employees who retire must have their accumulated vacation leave paid at their current rate of pay and placed in their RHSP. (See Article Five, Sec. 3, E2-3)
	Four	III F 3 c	55	Employee must have their comp time in excess of the limits set forth in MOU transferred to their RHSP.
	Four	III F 3 d	55	Employee pays for any post retirement RHSP fees.
	Four	III F 3 e	55	Employees who retire on or after July 1, 2001 prior to RHSP implementation shall participate in the current sick leave conversion, then convert to RHSP upon its implementation.
	Four	III F 3 e-h	55	The current sick leave conversion plan associated 50% cash-out provision which shall no longer be available to retiring employees.
<u>Retiring City Employees – PERS Sick Leave Service Time Conversion</u>	Three	III G 1-4	55-56	<u>Prior to participation in Retired Sick Leave Medical Insurance Conversion Plan or RHSP,</u> retiring employees may apply any of their remaining accrued sick leave hours towards PERS service time subject to procedure that complies with IRS regulations unless: It is determined the PERS sick leave to PERS service time conversion conflicts with IRS regulations. Then, the PERS sick leave conversion to sick leave service credit shall no longer be available to unit employees upon implementation of RHSP.

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
<u>Sick Leave Deduction</u>	Three	H 1	56	Effective 7/1/2001, retiring employees shall have the 380 hrs. (reduced from 760 hrs.) deducted from their accrued sick leave bank upon their retirement.
	Three	H 2	56	Effective 7/1/02, there shall be no sick leave deducted (reduced from 380 hrs. to 0) from retiring employee's accumulated sick leave bank.
<u>Long-Term Disability (LTD) Insurance</u>	Four	VII A 1& 2	59	Effective 7/1/02, the City shall pay 100% of the LTD monthly insurance premium for unit employees who are members of the GCEA. The City has the right to select insurance carrier.
<u>Mileage Reimbursement Plan – Limitations</u>	Four	XIII 2 b	67	Any unit employees using their own personal vehicle for City business and who receives a mileage reimbursement on monthly auto allowance must maintain a valid California Drivers License and automobile insurance on the vehicle they use for City business and must show proof of such upon request of supervision or management.
<u>Police Division Employees Assigned to Support Services Division, Traffic Bureau, Parking Enforcement Detail</u>	Five	I M 2 d (1)	74	Parking enforcement detail employees shall not have the Friday after Thanksgiving as a mandatory holiday for their employees.
<u>Vacation Cash-Out at Retirement – RHSP</u>	Five	III E 2-3	80	Unit employees who plan to retire <u>must</u> notify the Finance Division's Payroll Section six (6) mos. prior to their official retirement date if they wish to use any or all of their accumulated vacation time cashed-out upon their retirement from the City. <u>Employees who do not put in a request</u> to Finance for vacation hours placed into their RHSP account upon their retirement subject to procedures that comply with IRS regulations.

SUBJECT	ARTICLE	SECTION	PAGE	BRIEF DESCRIPTION OF CHANGES
<u>General Service Classifications</u>		Appendix A	104	Updated General Service Classifications and Employee Relations Confidential Designated Classifications positions.
<u>Agency Shop MOU</u>		Appendix B	111	New Agency Shop provision for all unit employees.

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING  
AND ADOPTING A FOUR-YEAR MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND THE  
GLENDALE CITY EMPLOYEES' ASSOCIATION (GCEA)  
COMMENCING ON JULY 1, 2001 AND TERMINATING AFTER JUNE 30, 2005**

**WHEREAS, the City of Glendale (hereinafter referred to as "City") and the Glendale City Employees' Association (hereinafter referred to as "Association") have met and conferred over wages, hours, terms and conditions of employment pursuant to Government Code 3500, as amended; and**

**WHEREAS, the City and the Association have agreed to and signed a Memorandum of Understanding for the period of four years commencing on July 1, 2001 and terminating after June 30, 2005; and**

**WHEREAS, the City Council intends to enact ordinances covering the financial portion of the Memorandum of Understanding.**

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

**Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein as Exhibit "B", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding.**

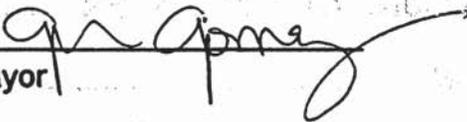
**Section 2. The City Council does further resolve that hereafter any motion or resolution of this Council, having for its object the appropriation,**

expenditure or use of public funds of the City of Glendale, may be reflected upon the Council minutes.

**Section 3.** The City Council further authorizes the City Manager and the Director of Personnel and Employee Relations to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

**Section 4.** Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Adopted this 17th day of July, 2001.

  
Mayor

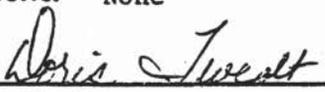
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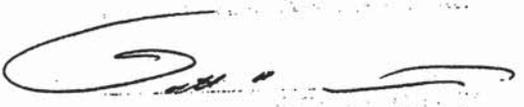
  
City Clerk

STATE OF CALIFORNIA )  
  )  
COUNTY OF LOS ANGELES )

I, Doris Twedt, City Clerk of the City of Glendale, certify that the foregoing resolution was adopted by the Council of the City of Glendale, California, at a regular meeting held on the 17th day of July, 2001, and that the same was adopted by the following vote:

Ayes: Manoukian, Quintero, Weaver, Yousefian, Gomez  
Noes: None  
Absent: None

  
City Clerk

  
7-17-01

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**City-GCEA MOU**

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ARTICLE ONE

**I. PARTIES TO MEMORANDUM OF UNDERSTANDING**

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

**II. GENDER**

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

**III. RECOGNITION**

**A. GCEA - Recognized Employee Organization**

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

**B. Exclusions**

Those classifications and positions excluded include employees designated as confidential, executive, management, mid-management, or hourly.

**C. Classifications Recognized**

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

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

1. The GCEA has been certified as the bonafide representative by the National Labor Relations Board (NLRB) under the Fair Labor Standards Act. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed.
2. If, at any time the GCEA is voluntarily or involuntarily decertified as bonafide representative by the NLRB, the GCEA shall be obliged to inform the Director of Personnel and Employee Relations immediately of this fact in writing and

those wages, hours, terms and conditions of employment that are affected by this decertification, namely, those sections affected by the Fair Labor Standards Act shall be null and void and subject to immediate renegotiation.

**IV. AGENCY SHOP**

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

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

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

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

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

**A. Association and Employee Rights**

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

**B. Payroll Deduction**

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

**C. Indemnification**

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

**D. Association Representation Responsibilities**

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

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

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

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

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

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

- b. A list of all dates and times of all planned Board of Director's Meetings for the calendar year.

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

- 1. Release time from their assigned duties for on-duty Association Officers, Board of Directors or other unit employees for all other representation and business and/or social/ recreational issues may be granted by Management with prior notification to a supervisor unless an emergency situation occurs which prevents such prior notification.
- 2. In these emergency situations the affected employee must notify a supervisor as soon as possible.

**H. Association Office Space**

- 1. The City agrees to provide an office space which is available and not needed for City functions and activities for the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.
- 2. The Association, therefore, agrees that City maintains the right of access without notice under emergency conditions as set forth in Article Nine of the Memorandum of Understanding between the parties and has the right to periodically inspect this space for maintenance of condition provided that a 24 hour prior notice is given to the President or Vice President and the Association has the opportunity to have a representative in attendance during inspection.

**I. Revocation**

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

**J. Indemnification**

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

2. Association agrees to reimburse City for any costs of repair to any structure provided to them by the City under the terms of bill that resulting from the deliberate, malicious, or negligent act of employees related to the Association use of such facilities.

**K. Limitations**

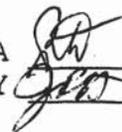
The Association, its officers, representatives, and/or members shall conduct Association business, including employee relations matters, as set forth in this Agreement, or with the approval of management.

**VII. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. Management Rights**

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of Glendale, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City's Employee Relations Ordinance as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.
3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.
4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine quality, quantity, and types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.
8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number, locations, relocations, and types of operations, processes, and employees to be used in carrying out all City functions, including the right to hire or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City as to changes to work hours, work



**ARTICLE ONE**

schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

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



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

**B. Authority of Third Party Neutral**

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

**C. Impact of Management Rights**

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

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

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

**A. Prohibited Conduct**

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

**B. Employee Termination**

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

**C. Association Responsibilities**

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

- 2. If the Association performs all of the responsibilities in good faith set forth in C(1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

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

A Division head and Director of Personnel shall meet bi-monthly with three (3) representatives of the Association appointed by the Association's president. The purpose of said meeting is to discuss employee relations matters.

## ARTICLE TWO

## SALARIES AND COMPENSATION

I. SALARY SCHEDULES

All Salary Schedules for unit employees for July 1, 2001 through June 30, 2005 are set forth in this Article.

II. SALARY SCHEDULE - July 1, 2001 through June 30, 2002

Effective July 1, 2001 through June 30, 2002, all the classifications in the unit shall receive a three and seventy hundredths percent (3.70%) salary adjustment above their classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2001.

III. SALARY SCHEDULE - July 1, 2002 through June 30, 2003

Effective July 1, 2002 through June 30, 2003, all the classifications in the unit shall receive a three and one-half percent (3.5%) salary adjustment above their classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2002.

IV. SALARY SCHEDULE - July 1, 2003 through June 30, 2004

Effective July 1, 2003 through June 30, 2004, all the classifications in the unit shall receive a three and one-half percent (3.5%) salary adjustment above their classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2003.

V. SALARY SCHEDULE - July 1, 2004 through June 30, 2005A. CPI Salary Adjustment - Maximum - 7.0%

Effective July 1, 2004 through June 30, 2005, all the classifications in the unit shall receive salary increases above each classification's current assigned salary range which was in effect in the salary range schedule on June 30, 2004, as determined by the following conditions: Classifications in this unit shall receive salary adjustments based on the nearest rounded one quarter percent (.25%) increment change of the Consumer Price Index (CPI) All Urban Consumers Index (U) for the Los Angeles-Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2003 through April, 2004 to a maximum salary increase not to exceed seven percent (7.0%).

B. CPI Salary Adjustment Minimum - 1.5%

Should the Consumer Price Index (CPI) All Urban Consumer Index (U) for the Los Angeles - Orange County - Riverside area (1982-84 = 100 base) for the period of April, 2003 through April, 2004 be less than one and one-half percent (1.5%), all unit employees shall receive a one and one-half percent (1.5%) salary adjustment in lieu of CPI.

C. Examples

Examples of the CPI adjustment are as follows:



1. Should the CPI as set forth in this agreement change one and twelve-hundredths percent (1.12%), the total salary adjustment would be one and one-half percent (1.5%).
2. Should the CPI as set forth in this agreement change five and twelve-hundredths percent (5.12%), the total salary adjustment would be five percent (5%).
3. If the CPI change would be seven and thirteen-hundredths percent (7.13%), the total salary adjustment would be seven percent (7%).

**VI. SALARIES ROUNDED OFF**

All salaries shall be rounded to the nearest whole dollar.

**VII. DEFERRED COMPENSATION - EMPLOYER PAID**

**A. Effective July 1, 1993**

1. Effective July 1, 1993, the City agrees to pay one percent (1%) above the Unit Employees' base salary into the Unit Employees' deferred compensation account. Such account 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.
2. This special benefit is provided to Unit Employees to assist in their supplemental retirement allowance benefits.

**B. Included in Base Salary - Effective July 1, 1997**

1. Effective July 1, 1997, the City shall cease to pay one percent (1%) of the unit employees base salary into a deferred compensation account.
2. Effective July 1, 1997, the unit employees salary, as stated in the City's salary Ordinance, shall include the one percent (1%) of base salary previously paid into a deferred compensation account.

**C. Salary Comparisons**

It is understood and agreed that this City-paid deferred compensation shall be included in all salary and compensation comparisons.

**VIII. APPRENTICESHIP SALARY SCHEDULES**

**A. Salary Schedule**

All apprenticeship classifications shall be paid a salary schedule as set forth in the salary ordinance effective July 1, 1997 and as amended by this agreement.

**B. Relationship to Journey Classifications**

The Apprenticeship Classifications have their salaries set in relationship to journey classes as follows:

<u>Apprenticeship Classification</u>	<u>Journey Classifications</u>
Electrical Mechanic Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Electrical Mechanic
Electrical Line Mech: Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Electrical Line Mechanic
Powerline Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Powerline Mechanic
Power Plant Mechanic Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Power Plant Mechanic
Power Plant Control Operator Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Power Plant Control Operator
Water System Apprentice	Top Step-85% of M Step (Step 6) of Base Salary of Water System Mechanic

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

**A. Salary Steps**

1. **Step 1** - shall be entry-level step for new employees in all classifications in this unit.
2. **Step 2** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of six (6) months of service in Step 1 in the same classification.
3. **Step 3** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 2 in the same classification.
4. **Step 4** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 3 in the same classification.
5. **Step 5** - A unit employee who receives an evaluation that meets or exceeds standards should receive this step after the completion of one (1) year of service in Step 4 in the same classification.
6. **Below Standards Evaluation** - A unit employee who receives an evaluation that is below standards shall not be advanced to the next step until they receive an evaluation that meets or exceeds standards of performance. Unit employees so affected shall be reevaluated within ninety (90) days. Any employee denied a step increase shall be notified in writing of reasons for denial.
7. **Step M (Step 6)** - should be reserved as a reward for job performance which exceeds standards of performance. An 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 division heads to furnish convincing proof of the qualifications of employees before granting this increase.

8. **Removal of "M" Step (Step 6)** - If subsequently an employee receives an evaluation which is Below Standards or lower, the employee may be reduced to Step 5. M Step (Step 6) may be reinstated after one (1) year or at a lesser time as permitted by management with an evaluation that Exceeds Standard of Performance. M Step removals are not appealable to the Civil Service Commission.

9. **Step Advancement - Apprenticeship Classifications**

Step advancement for unit employees holding Apprenticeship classifications, as listed in VIII B above, shall be determined by the respective Apprenticeship Committee, in compliance with the State-certified Apprenticeship Standards.

**B. Effective Date of Step Increases and Extra Compensation**

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

**C. Right to Raise Salaries, Other Compensation and Benefits**

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

**D. Y-Rating**

1. When a personnel action, such as a demotion due to layoff, reallocation, or reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.
2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.
4. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

**E. Base Salary**

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

**F. Extra Pay/Compensation**

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

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

**A. Assignment**

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

**B. Compensation**

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

**C. Limitation**

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

**XI. PUBLIC WORKS/INTEGRATED WASTE MANAGEMENT SECTION - COMMERCIAL REFUSE ASSIGNMENT PAY**

**A. Assignment**

Unit employees in the classifications of Integrated Waste Truck Operator or Integrated Waste Worker in the Integrated Waste Management Section of the Public Works Division, who are assigned by Management to special refuse collection duties and/or the "hustler" driver assignment, shall receive extra compensation.

**B. Compensation**

Effective July 1, 1999, this extra compensation shall be thirty dollars (\$30.00) per month above their base salary.

**C. Limitation**

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

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

**A. Assignment**

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

**B. Compensation**

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

**C. Limitation**

This extra compensation shall be paid only during those periods or portions thereof when such unit employees are actually assigned to the Public Works Mechanical Maintenance Section and perform maintenance on the Sanitation trucks described in A above, on a regular basis.

**XIII. UTILITY WELDER ASSIGNMENT**

**A. Assignment**

Unit employees, exclusive of those in the classification of Utility Welder, who receive certification by the California State Division of Industrial Safety to do electric arc and gas welding under Section IX of ASME Boiler and Pressure Vessel Code, and who are assigned in writing by management to perform this certified welding on an as-needed basis shall receive extra compensation.

**B. Compensation**

Compensation shall be in the amount of \$1.60 per hour above their base rate for each hour worked in said assignment, with a minimum guarantee of

**C.**

shall be paid only during those periods or portions thereof when such unit employees are assigned and certified to perform certified

**XIV. SUPERVISOR ASSIGNMENT PAY - POWER PLANT**

**A. Assignment**

Employees in the classifications of Power Plant Control Operator and Power Plant Mechanic, who are assigned in writing by management to fill in for Power Plant Shift Supervisors or Power Plant Mechanic Supervisors on a temporary basis, shall receive extra compensation.

**B. Compensation**

This extra compensation shall be in the amount of \$1.40 per hour above their base hourly rate for each hour worked in said assignment. This extra compensation shall be adjusted by the same annual percentage salary range adjustment granted to the classification of Power Plant Control Operator and Power Plant Mechanic as set forth in this article.

**C. Limitations**

This extra compensation shall be paid only during those periods or portions thereof when such employees are actually assigned to the supervisory duties. Such unit employees shall not be eligible for any acting pay compensation as set forth in this article, while also receiving this assignment pay.

**XV. FORTY-TWO (42) HOUR WORK WEEK - ASSIGNMENT PAY - PUBLIC SERVICE DIVISION EMPLOYEES**

**A. Assignment**

The Director of Public Service, with the approval of the City Manager, may assign employees in the Public Service Division to work schedules, under which each employee averages, forty-two (42) working hours per week; in which event the work time so scheduled shall be considered the regular employment work schedule.

**B. 42-Hour Work Week Assignment Pay**

**1. Compensation - Holiday-In-Lieu Pay: Public Service Division**

During such time as an employee is scheduled to work a 42 hour work week assignment as provided in this section, the employee shall receive extra compensation in the amount of twelve percent (12%) assignment pay above the base hourly rate otherwise applicable to the classification as sole and regular compensation paid for the extra two (2) hours worked per week a week. The employee shall receive an overtime pay rate of time-and-a-half. This twelve percent (12%) assignment pay for the 42-hour work week shall not preclude overtime payment for hours worked in excess of the 42-hour work week schedule as defined in this agreement.

2. **Limitations**

This 42-hour work week assignment pay shall be the sole and entire payment in lieu of the Holiday sections of this agreement, which shall not apply to such employees, and the vacation allowance shall not exceed the vacation policy as set forth in this agreement.

**XVI. WATER STAND-BY ASSIGNMENT PAY - PUBLIC SERVICE DIVISION**

**A. Assignment**

1. Unit employees of the Public Service Water Section assigned to Water Stand-By duties acknowledge and agree to provide year-round "stand-by" coverage.
2. Year-round standby coverage is limited to the hours between 4:00 p.m. to 6:30 a.m.
3. Coverage to be distributed on an equitable basis, as approved by management.
4. Stand-by coverage shall include, but is not limited to providing year-round stand-by coverage including equitable distribution of vacations, sick leave, and all other leaves.

**B. Compensation In Lieu of Water Stand-By Assignment Pay**

Unit employees assigned to Water Stand-By duties shall receive an assignment pay of six hundred fifty dollars (\$650.00) per month over their base salary in lieu of any other stand-by assignment pay for this classification.

**XVII. ASSIGNMENT PAY - ELECTRICAL LINE MECHANIC APPRENTICESHIP PROGRAM**

**A. Compensation**

Unit employees in the classification of Electrical Mechanic Supervisor I or Powerline Supervisor I shall receive an extra assignment pay of two and one-half (2.5%) percent above their current base salary while they are enrolled in the Electrical Line Mechanic Apprenticeship Program and assigned to a crew performing "cross-training" activities. This assignment pay will cease once the employee either completes the program and is promoted to the classification of Electrical Line Mechanic Supervisor I, or terminates from the Program.

**XVIII. ASSIGNMENT PAY - ELECTRICAL SECTION 12KV RUBBER GLOVING**

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

Unit employees in the classification of Electrical Line Mechanic Supervisor I, Powerline Supervisor I, and Electrical Line Mechanic shall receive an extra assignment pay of three percent above their current base salary following the completion of a

Electrical Line Mechanic Apprentice, Electrical Line Mechanic Supervisor I, Powerline Supervisor I, and Electrical Line Mechanic shall receive an extra assignment pay of three percent above their current base salary following the completion of a

formalized training program on maintenance and construction work on energized 12kV power lines using insulate / isolate procedures with rubber gloves.

**B. Compensation While Assigned to Crew**

Unit employees in the classifications of Electrical Line Mechanic Apprentice, Electrical Line Mechanic, Electrical Line Mechanic Supervisor I, Powerline Mechanic and Powerline Supervisor I, shall receive an additional assignment pay of three percent (3%) above their current base salary, for a total of six percent (6%) for each day assigned to a crew performing maintenance and construction work on energized 12kV power lines using insulate/isolate procedures with rubber gloves.

**C. Limitations**

1. When unit employees are assigned to the duties set forth in "B" above during normal work hours, the assignment pay as set forth in "B" above shall apply for all normal work hours of that work day.
2. When unit employees are assigned to the duties set forth in "B" above during overtime work, the assignment pay as set forth in "B" above shall apply for all hours of overtime worked.

**XIX. SENIOR COMMUNITY SERVICE OFFICER PROGRAM**

**A. Purpose**

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

**B. Compensation**

**Extra Pay**

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

**C. Administration**

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

**1. Eligibility**

**a. CSO Communications/Jail/General Parking Assignment**

Service Officer in the Communications, Jail or Assignments who meets the following criteria shall be considered by Police management for assignment as a Senior Community Service Officer:



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

**b. CSO General/Special Assignment**

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

**c. Modification - Minimum Experience**

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

**d. Review Committee**

**1) Committee Size**

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

**2) Committee Composition**

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

**e. Revocation**

**1) Written Notification**

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

2) **Non-Applicable Specialized Assignment**

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

f. **Authorization**

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

g. **Reevaluation**

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

h. **Assignment**

1) **Responsibilities and Duties**

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

2) **Additional Responsibilities**

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

i. **Limitation**

1) **Functioning in Assignment**

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

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

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

he/she returns to full duty assignment.

3) **Special Short-Term Assignments**

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

4. **Temporary Assignments**

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

**XX. POLICE COMMUNICATIONS ASSIGNMENT PAY**

**A. Compensation**

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

**XXI. JAIL ASSIGNMENT PAY**

**A. Compensation**

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

**XXII. POLICE RECORDS ASSIGNMENT PAY**

**A. Compensation**

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

**XXIII. SHIFT PAY**

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

**A. Evening Shifts**

Unit employees who are assigned to work any hours that begin on or after 3:00 p.m. but before 12:00 a.m. shall receive seventy cents (\$0.70) per hour extra above their base hourly rate for each hour worked within this time period.

**B. Night Shifts**

Unit employees who are assigned to work any hours that begin on or after 12:00 a.m. but before 8:00 a.m. of the next following day shall receive seventy-five cents (\$0.75) per hour extra above their base hourly rate for each hour worked within this time period.

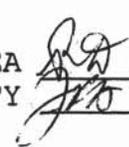
**C. Eligibility/Limitations**

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

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

**A. Purpose**

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



**B. Compensation**

1. Unit employees assigned to the Foreign Language or Sign Language Interpreter Proficiency Program shall receive extra compensation of eighty dollars (\$80.00) 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 and Administrative Services. This extra compensation shall terminate immediately upon the day the assignment is revoked by division management.

**C. Administration**

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

**Qualifications**

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

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



- f. The employee's annual performance and record of efficiency evaluation has and continues to be rated at meets standards or above.
- g. Unit employees receiving this assignment pay shall be available to provide their language skills in any City assignment or Division where the need for these skills arises.

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

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

**3. Application**

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

**4. Eligibility Criteria**

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

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

**5. Appointment**

- a. The division head shall be responsible for determining appointments to the Foreign Language or Sign Language Interpreter Proficiency

assignments based on the qualifications, certification, and eligibility requirements set forth for this program.

- b. A re-evaluation of each appointment may be made at any time and may be revoked at any time by division Management.

**6. Total Number of Authorized Assignments**

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

**D. Interpreter Skills of All Employees**

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

**E. Limitation**

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

**F. Temporary Assignments**

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

**XXV. FIRE COMMUNICATIONS OPERATORS - LEAD WORKER ASSIGNMENT**

**A. Compensation**

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

**XXVI. CSO POLICE COMMUNICATIONS OPERATORS- PRISONER SEARCH ASSIGNMENT**

**A. Eligibility**

Unit employees in the classifications of CSO Communications Operators, CSO general employees, and Communications Shift Supervisors who have been trained and certified in prisoner search techniques, can be required to search prisoners when sworn police employees or jail custodial staff are not available, and when no CSO Communications Operators, CSO general employees, or Communications Shift Supervisors volunteer to search prisoners as required by management.

**B. Compensation**

Any CSO Communications Operator, CSO general employees, or Communications Shift Supervisors who conducts a prisoner search of a prisoner as required, shall receive fifty dollars (\$50.00) above their base pay per each prisoner search but shall not exceed more than one hundred dollars (\$100.00) per employees' work schedule per day, regardless of number of searches conducted.

**XXVII. ACTING ASSIGNMENT**

**A. Eligibility - 10 Consecutive Calendar Days**

1. A unit employee, only after receiving written direction from the division head stating they shall be granted an acting assignment, and after having been performing the duties of a vacant position for at least ten (10) consecutive calendar days, shall be given an acting assignment.
2. A vacant position is one in which the incumbent is on some form of leave, or has terminated, or a newly created position. A vacant position may also be when a unit employee has been transferred to another job assignment in a different section of the same division.

**B. Fulfill Responsibilities of Vacant Position**

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

**C. Assignment Limitations**

Upon the approval of the division head and the notification of the Finance Division and Personnel Division, acting assignment may be granted for a period not greater than ninety (90) calendar days. Extension of acting assignments beyond ninety (90) calendar days must be approved by the City Manager.

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

1. Acting assignments are limited to one (1) move-up per vacancy. Vacant positions created by acting assignments shall not be deemed vacancies for the purposes of this provision.
2. A unit employee who is assigned to fill a vacancy in management or mid-management shall be eligible for Acting Assignment. Such acting assignment shall be limited to the first move-up to management or mid-management vacancies by a unit employee.

**E. Compensation**

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

**F. Time Accrues Towards Salary Step Increases**

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

**XXVIII. LIMITATION ON ASSIGNMENTS**

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

**XXIX. RETIREMENT**

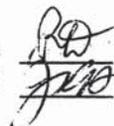
**A. PERS**

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

**B. Employer Contribution Rate**

The City contributes approximately 0.00% of the employee's salary, exclusive of overtime and reimbursement compensation. The contribution rate is established and adjusted annually for the employer by PERS Board of Administration.

**C. Employee Contribution Rate**



**ARTICLE TWO**

1. Employees contribute 7.0% of their salary. The contribution rate for the employee is governed by State legislation.
2. It is understood that this total of seven percent (7.0%) added to salaries by the City shall be included in all salary and compensation comparisons.
3. Should Federal and State laws and regulations require the withholding of personal income taxes, the City will withhold such income taxes which are applicable.
4. The City shall "pick up" the employees' required PERS contribution. This "pick up" shall be in accordance with Section 414(h)2 of the Internal Revenue Code and Section 20615 of the State of California Government Code whereby employee contributions shall be tax deferred (not subject to taxation until time of constructive receipt).

**D. Additional Retirement Benefits**

1. "2% at 60" formula as adopted by the City, effective July 1, 1971.
2. 1959 Survivors Benefit Level Three as adopted by the City, effective November 5, 1994.
3. Survivors Continuance benefit as adopted by the City, effective July 1, 1971.
4. One time 5% increase for employees retired prior to January 1, 1971, adopted by the City, effective July 1, 1975.
5. One year highest compensation formula as adopted by the City, effective September 1, 1976.
6. One time 15% increase for employees retired prior to July 1, 1971, adopted by the City, effective October 1, 1977.
7. Post retirement survivors allowance to continue after re-marriage, effective August 13, 1985.
8. Military buy back effective November 8, 1991.
9. "2% at 55" Formula as adopted by the City effective October 1, 1994.
10. 1959 Survivor's Benefit - Level Four- as adopted by the City effective October, 1997.
11. Unused Sick Leave Credits (Gov't. Code 20965) effective June 30, 1998.

**XXX. AGREEMENTS TO MEET AND DISCUSS**

**A. Meet and Discuss - PERS Retirement Benefits**

The City and GCEA agree, per the request of either party, for the purpose of

discussing any existing or new PERS retirement benefit options which are made available during the term of this agreement, including but not limited to the PERS COLA adjustment.

**B. Meet and Discuss - Impact of State Actions**

The City and GCEA agree to meet and discuss the impact on the City of any actions on the part of the State that would significantly impact the City's ability to fund its budget during the term of this agreement.

ARTICLE THREE

WORK PERIODS, SCHEDULES AND OVERTIME

I. WORK PERIODS

A. 7-Day Work Period

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

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

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

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

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

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

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

E. 28-Day Work Period Fixed and Regularly Recurring

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

II. TIME WORKED

A. Maximum Time Worked – 7-Day Work Period

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

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

Community Service Officers working the 3/36 work plan shall work a 28 day work period. The maximum time worked per each 28 day work period shall be 168 hours

**ARTICLE THREE**

inclusive of breaks and exclusive of time not considered work time.

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

**A. Activities Not Considered Work Time**

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

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

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

The total of 104 hours per year of paid sick leave, holiday, vacation, jury duty, bereavement leave and/or compensatory time may be deducted from the work time

**ARTICLE THREE**

bereavement leave and/or compensatory time may be deducted from the work time of Community Service Officer working the 3/36 plan in order to provide straight time overtime for hours worked between 161 and 168 in a twenty-eight (28) day work period.

**IV. MEAL TIME**

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

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

**B. Meal Time schedule**

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

**C. Meal Time Length**

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

**D. One Hour Meal Break**

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

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

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

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

**ARTICLE THREE**

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

**V. BREAKS - REST PERIODS**

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

1. Unit employees may receive two break-rest periods for each scheduled work day normally worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked.

**2. Non-accumulative**

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any other form of authorized absence from work.

3. These breaks may not be used at the beginning or the end of work shift unless authorized by Management.

**B. Benefit - Not Right**

Break rest periods are a benefit and not a right, and time must be earned as any other benefit and is computed at the rate of fifteen minutes per four hours worked, or major fraction thereof.

**C. Rest Period Procedure**

**1. Schedule Rest to Impair Service**

Rest periods are scheduled or rescheduled by management as job requirements dictate.

**2. Length of Rest Period**

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

**3. Employees**

a. During rest periods, employees may remain and have non-alcoholic beverages at their desks or other division approved work areas other than a public counter.

ARTICLE THREE

- b. Civic Center employees are encouraged to use the City-provided break areas for rest period when they wish beverages and food.

VI. WORK SCHEDULES

A. City Work Schedules

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

1. **5/40 Work Schedule:** The 5/40 schedule shall consist of a forty (40) work hour week schedule consisting of five (5) eight (8) paid work hour days in seven (7) consecutive calendar day period exclusive of any meal periods assigned by management.
2. **9/80 Schedule:** The 9/80 work schedule shall consist of an eighty (80) work hour two week schedule consisting of eight (8) nine (9) hour days and one eight (8) hour working day in a eighty (80) work hour work period in fourteen (14) consecutive calendar days. This schedule shall be divided into two forty (40) work hour work periods segments exclusive of any meal periods as assigned by management.
3. **4/40 Work Schedule:** The 4/40 work schedule shall consist of a forty (40) work hour week schedule consisting of four (4) ten (10) paid work hour days in a seven consecutive calendar day period exclusive of any meal periods assigned by management.
4. **3/36 Work Schedule:** The 3/36 work schedule shall consist of one hundred and sixty eight (168) work hour schedule consisting of fourteen (14) twelve (12) work hour work days in a twenty eight (28) consecutive calendar day work period exclusive of any meal periods assigned by management, except as otherwise provided for in this agreement.
5. **3/36 Work Schedule: Police Division Traffic Section:** Unit employees assigned to work in the Police Division Traffic Section shall work a 3/36 work schedule as follows:
  - a. The work period shall be a fixed and regularly recurring period of time consisting of fourteen (14) days.
  - b. In the first seven (7) days of the fourteen (14)-day work period, unit employees will work three (3) twelve (12)-hour days, for a total of thirty-six (36) hours.
  - c. In the second seven (7) days of the fourteen (14) -day work period,



**ARTICLE THREE**

unit employees will work three (3) twelve (12)-hour days and one (1) eight (8) -hour "payback" day for a total of forty-four (44) hours.

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

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

**B. Telecommuting**

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

**C. Work Schedule - Police Communications**

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

**D. Work Schedule - Police Jail**

1. Unit employees assigned to work the jail operations section of the Police Division shall:

- a. Work hours of a 3/36 modified work schedule consisting of 168 work hours in a twenty eight (28) consecutive calendar days work period.
- b. Work a daily work shift of twelve and one-half (12-1/2) hours per day. This includes: (a) a fifteen (15) minutes of briefing time before the start of work and fifteen (15) minutes after the end of the work shift and; (b) one-half (1/2) hour meal period per daily work shift.
- c. If an employee does not receive the one-half (1/2) meal period during their daily work shift, they shall be compensated for one-half (1/2) hour paid at one and one-half (1-1/2) times their base hourly rate for each daily one-half (1/2) hour meal break not received.
- d. Be allowed to take their daily one-half (1/2) hour meal break outside of the Police Division Building.



**ARTICLE THREE**

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

**E. Work Schedule - Fire Communications**

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

**F. Work Schedule - Meter Reader**

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

**G. Work Schedule - 42 Hour Work Week Assignment**

Certain unit employees of the Public Service Division may be designated to work a work schedule that averages 42 hours per week. Such employees work all holidays that occur during this work schedule.

**H. Apprenticeship Training Programs**

**1. Recognition**

The City and Association recognize the City of Glendale's apprenticeship training programs covering certain crafts.

**2. Apprenticeship Standards**

**ARTICLE THREE**

Apprenticeship standards for each craft have been adopted and agreed upon by both parties. These apprenticeship standards shall govern the employment and training of the apprentices in the crafts.

**3. Apprenticeship Training - Non-work Time**

Both parties agree that time spent in and related to an organized school program of related, supplemental instruction by any apprentice employees shall not be counted as time worked, and are hereby declared "exempt" from the provisions of the Fair Labor Standards Act of 1938, as amended.

**I. Resident Caretaker Program**

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

1. The Parks, Recreation and Community Services caretakers agree to perform the duties of a resident caretaker per specific "City of Glendale and Caretakers Agreement." Typically thirty (30) hours per month are required to perform such services in lieu of rental fees for caretaker's residence.
2. Said compensation is considered by all parties to be full and complete compensation for any and all services rendered by employees serving in the capacity of Park Caretakers.
3. In addition to this Memorandum of Understanding, the relationship between the caretakers and the City is governed by the separate Caretaker Agreement executed by the caretakers and the City. Any conflicts between this MOU and the separately executed Caretakers Agreement shall be controlled by the Caretakers Agreement separately executed between the City and the caretakers.

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

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

**K. Daylight Savings Work Schedules**

**1. Employees Assigned Night Shift**

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

**ARTICLE THREE**

- a. In the spring, when the time is advanced ahead by one (1) hour, modify their hours worked to begin work one (1) hour earlier. In this way the total hours worked for the normal shift shall remain the same.
- b. In the fall, when the time is turned back, by one (1) hour, those individuals who work a full tour of duty of nine (9) hours shall be compensated by one (1) hour of overtime.

**2. Employee Assigned All Other Shifts**

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

**VII. OVERTIME DEFINITIONS**

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

**A. Regular Overtime**

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

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

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

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

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

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

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

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

agreement.

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

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

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

**b. 9/80 Work Schedule**

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

**c. 3/36 Work Schedule**

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

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

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

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

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

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

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

**9. Police Division: Community Service Officers 3/36 Work Schedule**

a. Effective July 1, 1998, Community Service Officers assigned to the 3/36 work schedule shall work 168 paid work hours in a 28-day work



**ARTICLE THREE**

period. The eight (8) hours worked beginning from 161 to 168 shall be straight time overtime.

- b. Effective July 1, 2000, Community Service Officers assigned to this schedule shall be compensated for the eight (8) hours at the rate of time and one-quarter (1-1/4).
- c. Community Service Officers working the 3/36 schedule shall be reimbursed for hours between 161 and 168 with accumulated compensatory time, or a combination of compensatory time and pay, of which up to one-half of such reimbursement may be pay.

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

- a. Unit employees who are required to work either scheduled overtime or extended shift overtime are defined as working regular overtime.
- b. The City shall attempt, when feasible, to have 8 hours of rest before starting their normal workday for unit employees required to work either extended shift or scheduled overtime in non-emergency situations. It is understood that these 8 hours of rest may not always be practical due to operational necessity.

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

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

**C. Court Time**

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

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



**ARTICLE THREE**

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

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

**2. Must Provide Phone Number**

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

**E. Stand-by Assignment**

Stand-by assignment is required of certain off-duty Public Service Division unit employees designated by management. Designated employees are to be accessible by phone or other methods approved by management and must reside within thirty (30) miles from the Corporate Yard.

**VIII. OVERTIME COMPENSATION RATE**

**A. Regular Overtime**

**1. Payment**

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

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

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

**B. Call-Back Overtime**

**ARTICLE THREE**

**1. Call-Back - Minimum Hours Granted**

- a. Effective July 1, 1998, Public Service Division, Public Works Division, field and operations, Police Division Identification Technicians and Information Services Division - Computer Operations unit employees called back to work who are not assigned to stand-by shall be granted a minimum of four (4) hours of overtime except as set forth in Section VIII, B-3.
- b. Parks, Recreation and Community Service Division field and operation unit employees, Community Development/Neighborhood Services unit employees and Fire and Police Division unit employees other than Identification Technicians, called back to work, who are not assigned to stand-by, shall be granted a minimum of two (2) work time hours of overtime.
- c. Effective July 1, 1999, Parks, Recreation and Community Services Division field and operations unit employees, Community Development/Neighborhood Services unit employees and Fire and Police Division unit employees called back to work, who are not assigned to stand-by, shall be granted a minimum of four (4) work time hours of overtime.
- d. Additional hours may be guaranteed by division heads as needed.
- e. All call back overtime shall be paid at one and one-half (1 1/2) times the employee's regular hourly rate of pay for all hours of call back overtime except as otherwise stated in this article.

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

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

**3. Limitations**

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



**ARTICLE THREE**

outlined in this Article.

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

**1. Payment**

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

**2. Work schedule Concludes at 7:00 a.m. - Minimum Hours Granted**

Unit employees whose work schedule concludes at 7:00 a.m. and who are in receipt of a "go subpoena" which mandatorily requires their attendance in court or administrative tribunal within the next seven (7) hours shall be compensated a minimum of two (2) work time hours for court time during any of these off duty hours.

**D. Holiday Overtime**

**1. Payment - Compensation Time**

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

**2. Payment - In-Cash**

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

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

**ARTICLE THREE**

**1. Payment/Police Division and Park Rangers**

Unit employees of the Police Division and Park Rangers shall be compensated for court stand-by "on call" assignment time at the rate of one hour paid straight time, or one hour straight time compensatory time for every two (2) hours of time spent in the stand-by status, exclusive of a one-half hour break when the court adjourns for lunch. Unit employees of the Police Division and Park Rangers shall only be compensated for one (1) "on-call" subpoena regardless of the number of subpoenas received during this same period of time.

**2. Payment/Minimum Hours Granted/All Other Unit Employees**

a. All other unit employees subpoenaed into court or placed on stand-by time "on call" on job-related matters, during their assigned off duty time between weekly work periods will be granted a minimum of four (4) hours work time.

b. If the unit employee is placed on court stand-by time "on call" on the day they are scheduled to return to duty, the guaranteed minimum time will apply only if there is at least a four hour period between the time indicated on the subpoena and the time the person is required to report for duty.

**F. Recall (Pager) Devices - Standby Assignments, I.D. Technicians, Senior I.D. Technicians, Senior Computer Operator, Computer Operator, Systems Specialist, Communications Technicians, and Community Service Officer, Administrative Associate to Police Chief**

**1. Eligibility**

Unit employees in the classifications of Identification Technician, Sr. Identification Technicians, Sr. Computer Operator, Computer Operator, Systems Specialist, Communication Technician, Community Service Officers and Administrative Associate to Police Chief assigned recall devices on standby assignment, except as modified by this agreement, shall be compensated for such assignment.

**2. Payment**

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



**ARTICLE THREE**

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

- 1) If assigned to a weekend or holiday, recall device-standby assignment, such eligible unit employees shall receive five (5) hours of straight pay at the employee's hourly rate or five (5) hours of compensatory time for each 24 hours of time on scheduled day off/holiday assignment.
- 2) The term "weekend" refers to the unit employee's scheduled days off. The term "holiday" means Saturdays, Sundays, holidays and the Fridays the City is closed on the 9/80 Work Schedule.
- 3) Unit employees who are not required to observe a mandatory holiday and/or who are normally scheduled to work on days defined as "holidays" in a 2) above, shall be compensated for a recall device standby assignment at the "weekday" rate, except on those days declared as their "weekend" of scheduled days off.

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

If assigned to a weekday recall device-standby assignment such eligible unit employees shall receive:

- 1) Four (4) hours of straight pay at the employee's hourly rate or four (4) hours straight time compensatory time for each 24 hours on weekday assignment.
- 2) Two (2) hours of straight pay at the employee's hourly rate or two (2) hours straight time compensatory time for each 12 hours on weekday assignment.
- 3) The term "weekday (scheduled workday)" means Monday through Friday excluding the Fridays the City is closed on the 9/80 work schedule.
- 4) Should an employee in the future be scheduled off on a weekday and assigned on that day to a recall device-standby assignment, the employee shall be compensated under 2 a (1) above.

**c.** If any of these eligible unit employees are required to respond to



**ARTICLE THREE**

work, one (1) hour of straight time pay at the employee's hourly rate shall be deducted for every six (6) hours of straight time pay accumulated as compensation work during the recall device-standby assignment.

**3. Limitation**

Unit employees on standby assignment or recall device must remain within a 40-mile radius from the employee's worksite.

**G. Stand-By Assignment - Public Service**

**1. Payment**

Public Service unit employees assigned to off duty standby assignment, excluding Water Section employees assigned to Water Stand-By duty shall be paid an assignment extra pay equal to 35% of their hourly rate of pay for each hour on standby during the hours between the end of the normal field work schedule and the start of the next normal field work schedule.

**2. Public Service - Water Assignment Pay**

Public Service unit employees in the classification of Senior Water System Mechanic shall not be entitled to standby pay as defined in this section. In lieu of standby pay, Senior Water System Mechanics shall receive an assignment pay, as defined in Article Two.

**H. Standby Assignment Limitations**

**1. Limitations**

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

**2. Non-Work Time**

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

**3. Full and Entire Compensation**

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



**ARTICLE THREE**

**IX. TIME WORK INCREMENTS**

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

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

<u>Time</u>	<u>Time Worked</u>
0 - 10 minutes	-0-
11 - 20 minutes	1/4 hour
21 - 30 minutes	1/2 hour
31 - 50 minutes	3/4 hour
51 - 60 minutes	1 hour

**B. Increments Over One Hour**

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

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

**A. Eligibility**

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

**B. Conversion**

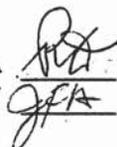
Overtime designated for compensatory time may be converted and banked at the rate of straight time, one and one half time, double time, double time and one half or half time at the mutual agreement between the Management and the employee.

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

**C. Accumulation**

**1. Total 64 Hours Comp Time**

Unit employees may accumulate up to a total of 42.66 overtime hours



## ARTICLE THREE

worked which converts to a total of 64 compensatory hours, unless otherwise set forth in this agreement.

### **D. Use of Compensatory Time**

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

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

#### **1. Compensatory Time- In Excess of 64 Hours - Transfer to RHSP**

- a. Unit employees must transfer unused accumulated compensatory time over sixty-four (64) hours compensatory time at the employee's current rate of pay to the employee's RHSP account subject to the development of procedures that comply with IRS regulations.
- b. Unit employees having a compensatory time bank less than the sixty-four (64) hours, as authorized by this agreement, shall be able to transfer any unused accumulated compensatory time in excess of their lower compensatory time bank to the employee's RHSP account subject to the development of procedures that comply with IRS regulations.

#### **2. Compensatory Time at Termination**

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

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

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current hourly rate of pay.

## **XI. EMERGENCY OVERTIME REQUIREMENT**

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

ARTICLE FOUR  
FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

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

B. Selection and Funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.
2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, employees and retirees will be required to enroll in Medicare to be eligible to participate in other City medical plans.

C. Changes

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

D. Limitations

1. The City shall not pay any costs for any fringe benefits provided in this agreement for any person who is on leave of absence without pay for more than 50% of the payroll period unless the affected employee is qualified under the Family and Medical Care Leave Policy.
2. The City shall pay all of its portion of the medical insurance premium from the first day of the last month worked by a terminating employee regardless of how many days the terminating employee works in their last month of employment.
3. The employee shall be notified and billed for the monthly insurance premium by the City.
4. For an employee qualified under the City's Family and Medical Leave Policy, the City shall continue to pay the City's portion of the medical insurance premiums as set forth in this article of this agreement, not to exceed that required by law.



**E. Employee Changes in Benefit Coverage**

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

**II. MEDICAL INSURANCE**

**A. Medical Insurance – Effective August 1, 2000**

Effective August 1, 2000, the employees shall contribute the following amounts towards the monthly medical insurance premiums for employees and qualified dependents who elect to enroll in either the group Indemnity PPO medical plan, or HMO-IPA or HMO-Staff medical plans. The City shall pay the remaining portion of the monthly medical insurance premiums.

**Prudent Buyer Indemnity PPO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$7.90	\$160.70
b. Employee plus one dependent	\$31.95	\$397.75
c. Employee plus two or more dependents	\$48.49	\$563.69

**California Care – HMO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$27.42	\$133.56
b. Employee plus one dependent	\$69.58	\$268.52
c. Employee plus two or more dependents	\$93.15	\$389.83

**CIGNA HMO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$25.28	\$138.54
b. Employee plus one dependent	\$55.55	\$268.51
c. Employee plus two or more dependents	\$77.75	\$356.45

**KAISER HMO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$19.17	\$134.49
b. Employee plus one dependent	\$38.47	\$268.85
c. Employee plus two or more	\$54.23	\$380.63



**B. Medical Insurance – Effective August 1, 2001**

Effective August 1, 2001, the employees shall contribute the following amounts towards the monthly medical insurance premiums for employees and qualified dependents who elect to enroll in either the group Indemnity PPO medical plan, or HMO medical plans. The City shall pay the remaining portion of the monthly medical insurance premiums.

**Prudent Buyer Indemnity PPO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$12.16	\$168.59
b. Employee plus one dependent	\$42.78	\$417.87
c. Employee plus two or more dependents	\$63.90	\$592.34

**California Care – HMO Plan**

	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$34.28	\$143.26
b. Employee plus one dependent	\$83.98	\$288.90
c. Employee plus two or more dependents	\$113.74	\$418.92

**CIGNA HMO Plan**

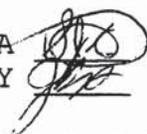
	<u>Employee's Monthly Contribution</u>	<u>City's Monthly Contribution</u>
a. Employee	\$34.00	\$144.28
b. Employee plus one dependent	\$66.88	\$279.85
c. Employee plus two or more dependents	\$92.94	\$371.65

**KAISER HMO Plan**

	<u>Employee's Monthly Contribution Eff. 8/1/01</u>	<u>City's Monthly Contribution Eff. 8/1/01</u>	<u>Employee's Monthly Contribution Eff. 9/1/01</u>	<u>City's Monthly Contribution Eff. 9/1/01</u>
a. Employee	\$27.38	\$142.72	\$12.92	\$142.72
b. Employee plus one dependent	\$54.90	\$285.30	\$25.98	\$285.30
c. Employee plus two or more dependents	\$77.48	\$403.90	\$36.56	\$403.90

**C. Medical Insurance 50/50 Split - Effective August 1, 2001**

1. Effective August 1, 2001, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective August 1, 2001 toward the monthly medical



insurance premiums.

- 2. In the event 50% of any year's premium decrease exceeds the employee monthly medical premium such contributions shall be \$0.00 until such time as medical premium increases occur in the future.

**D. Medical Insurance - Effective August 1, 2002**

- 1. Effective August 1, 2002, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective August 1, 2002 toward the monthly medical insurance premiums.

- 2. In the event 50% of any year's premium decrease exceeds the employee monthly medical premium such contributions shall be \$0.00 until such time as medical premium increases occur in the future.

**E. Medical Insurance - 50/50 Split - Effective August 1, 2003**

- 1. Effective August 1, 2003, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective August 1, 2003 toward the monthly medical insurance premiums.

- 2. In the event 50% of any year's premium decrease exceeds the employee monthly medical premium such contributions shall be \$0.00 until such time as medical premium increases occur in the future.

**F. Medical Insurance - 50/50 Split - Effective August 1, 2004**

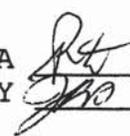
- 1. Effective August 1, 2004, all unit employees and the City shall each pay for 50% of the medical premium increases or receive 50% of any premium decreases that are effective August 1, 2004 toward the monthly medical insurance premiums.

- 2. In the event 50% of any year's premium decrease exceeds the employee monthly medical premium such contributions shall be \$0.00 until such time as medical premium increases occur in the future.

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

**1. Plan Premium Rate**

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

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**2. Coverage**

The indemnity plan coverage shall include the following coverage:

- a. One common plan;
- b. \$10,000 stop-loss co-insurance;
- c. Deductible of \$200 per individual not to exceed aggregate total of \$400 per employee and dependents;
- d. No deductible is applied to special accident benefits;
- e. Pre-authorization for hospitalization and outpatient services over \$500.
- 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 70% subject to the annual deductible;
- g. Maternity benefits for employees and dependent spouses;
- h. Mental and nervous (mental health care) benefits shall be included in the indemnity insurance plan and paid the same as other illnesses.
- i. Home health care plan;
- j. Preferred Provider Option (PPO);
- k. Medical case management;
- l. Nursery care for newborn infants;
- m. Prescription Drug Card Program (five dollars (\$5.00) co-pay for generic drug prescriptions and twenty dollars (\$20.00) co-pay for non-generic drug prescriptions)
- n. \$2,000,000 lifetime plan maximum.

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

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

**I. Medical Insurance - Indemnity/HMO Plan Benefits Booklet**

The specific details of the indemnity and HMO plan medical insurance benefits are set forth in the Medical Insurance Plan Benefits booklet available in the City's Personnel Division. All benefit descriptions included herein are subject to the individual insurance carriers' benefit provisions as described in the respective Explanation of Benefits (EOB) for each carrier.

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

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

**K. Meet and Confer - Medical Premium Increases**

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

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Association.

**III. MEDICAL INSURANCE - RETIRED EMPLOYEES**

**A. City Contribution - Sick Leave Conversion Plan**

**1. Sick Leave Conversion for City Employees Retiring Prior to Implementation of the Effective Date of the RHSP**

- a. Effective July 1, 2001, when current unit employees retire from the City prior to implementation of the effective date of the RHSP, the City shall contribute up to two hundred thirty-three dollars and fifty-five cents (\$233.55) per retired unit employee per month toward the monthly medical insurance premium for the medical plans they are eligible for in accordance with the current sick leave conversion policy set forth in this article.
- b. Employees who retire prior to the effective date of RHSP and who participate in the current sick leave hours conversation plan shall have their sick leave debited by eight (8) sick leave hours per month for each monthly medical premium contribution, as defined in this article, made by City for retired employee.

**2. Retired City Employees— One Time Sick Leave Conversion "Catch-up" Provision**

Effective July 1, 1998, all retired unit employees who continue to utilize the sick leave conversion policy towards monthly medical insurance premiums shall be eligible to receive up to the full one hundred ninety dollars (\$190) towards monthly medical insurance premiums. This is a one-time catch-up provision for retired employees utilizing the sick leave conversion plan who previously received less than one hundred ninety dollars (\$190) towards monthly medical insurance premiums.

**3. Sick Leave Conversion Amount**

City employees who retired prior to July 1, 2001 shall receive a sick leave credit conversion amount in effect at the time of their retirement or one hundred ninety dollars (\$190.00), whichever is greater.

**4. Cash-Out Provision**

Retired unit employees who retire prior to implementation of the RHSP and elect not to participate in the City medical insurance plan may receive 50% of the Retired Unit Employee Medical Insurance Premium Contribution for the insurance plan rate they are eligible for (minimum \$100.00) and in accordance with the current sick leave conversion policy set forth in this agreement.

**B. Retired Medical Insurance Premium Shared Cost Provision Cost Sharing— City Employees Retiring Prior to Implementation of RHSP**

1. Effective August 1, 1998, the City shall pay up to 50% of the increase (if any) in the medical premiums or receive 50% of any medical premium decreases (if any) for retired employees who are participating in the Sick Leave Conversion Plan. Eligible retired employees pay the remaining 50% of the annual premium increase (if any).
2. In the event 50% of any premium decreases exceeds the eligible retired employee's monthly medical premium, such contribution shall be \$0.00 until such time medical premium increases occur in the future.

**C. Covered Under Another Group Medical Insurance Program**

Should retired employee be covered under another group medical insurance program after retiring from City, the City's medical insurance plan shall be considered secondary coverage.

**D. All Sick Leave Debited - May Choose to Personally Maintain Medical Plan**

When all accumulated sick leave hours have been debited, the City's contribution shall cease, but the retired employee may elect to pay personally the full monthly medical premium or terminate the medical plan coverage.

**E. Eligibility**

This benefit applies only to those employees who arranged to participate in the retired employee medical plan prior to the effective date of their retirement.

**F. Retiree Health Savings Plan (RHSP) - Employees Retiring On or After July 1, 2001**

1. Implementation

A new Retiree Health Savings Plan (RHSP) shall be implemented by or before December 15, 2001 and will be available to all unit employees retiring on or after July 1, 2001 upon the effective date of the implementation of the RHSP, and subject to the development of a process that is consistent with IRS regulations for the enrollment of such retirees in the RHSP.

2. Sick Leave Conversion Rate

- a. Following the effective date of the RHSP, retiring City employees shall have each eligible hour of accrued unused sick leave hours converted at the rate of twenty dollars (\$20.00) per hour which will be placed in each employee's individual Retired Health Savings Plan (RHSP) effective the employee's official date of retirement.
- b. The twenty dollars (\$20.00) per hour RHSP payment at retirement shall be the only compensation for unused accumulated sick leave for the remainder of this Memorandum of Understanding. All previous cost sharing provisions do not apply except as noted in this Article.

3. Limitations

- a. The RHSP conversion is only available to employees who retire on or



after July 1, 2001 and on or after the implementation date of the RHSP at the time of retirement. Employees who terminate prior to retirement age (fifty years of age) or do not retire from the City of Glendale, are not eligible to receive or convert any unused accumulated sick leave.

- b. Unit employees must have their unused accumulated vacation leave paid at the current base rate of pay to the employee's RHSP account upon retirement subject to the development of procedures that comply with IRS regulations.
- c. Unit employees must transfer unused accumulated compensatory time in excess of the limit set forth in this agreement at the current regular rate of pay to the employee's RHSP account, subject to the development of procedures that comply with IRS regulations.
- d. The employee is responsible for paying any post retirement RHSP service fees and holds the City harmless for any taxes incurred from their utilization of the RHSP.
- e. Employees retiring after July 1, 2001 but before the effective date of the implementation of the RHSP are eligible to participate in the current sick leave conversion plan until RHSP is implemented.
- f. Upon the effective date of the implementation of the RHSP, any remaining accumulated unused sick leave time will be converted to the RHSP consistent with the terms of this agreement subject to the development of procedures that comply with IRS regulations.
- g. Upon the effective date of the implementation of the RHSP, the RHSP shall be the only sick leave conversion benefit available to employees. The City's current Sick Leave Conversion Plan and associated 50% cash out provisions shall no longer be available to retiring employees.
- h. Employees must participate in the RHSP with its effective date of implementation.

**4. All RHSP Exhausted – May choose to personally maintain medical plan**

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

**G. Retiring City Employees – PERS Sick Leave Service Time Conversion**

- 1. Retiring employees, prior to participation in the City's sick leave medical insurance conversion plan, or RHSP, may apply any portion of their remaining accrued unused sick leave hours towards PERS service time credit under Section 20965 of the government code and subject to the development of procedures that comply with IRS regulations.

2. Any remaining sick leave hours after the PERS sick leave conversion to service time deduction may be used for the City's Sick Leave Conversion Plan consistent with the terms of this agreement and subject to the development of procedures that comply with IRS regulations.
3. If it is determined that the PERS sick leave to service time conversion is excluded as a retirement option because it is in conflict with IRS regulations related to RHSP plans, then the PERS sick leave to PERS service time conversion shall no longer be available to unit employees as of the effective date of the implementation of the RHSP.
4. However, the sum total of all sick leave applied to all conversion in aggregate shall not exceed the sum total of unused sick leave hours the employee has accrued.

**H. Sick Leave Deduction**

1. Effective July 1, 2001 through June 30, 2002, retiring employees participating in either the sick leave conversion plan or RHSP will first deduct 380 sick leave hours from their remaining accrued unused sick leave hours. The sick leave hours remaining after the 380-hour deduction may be applied to the sick leave conversion plan or RHSP consistent with the terms of this Memorandum of Understanding and subject to the development of a process that is consistent with IRS regulations for the enrollment of such retirees in the RHSP.
2. Effective July 1, 2002, there will be no sick hours deducted from the retired employee's accumulated sick leave, and all retiring City employees shall convert all remaining accrued unused sick leave to the RHSP consistent with the terms of this Memorandum of Understanding.

**IV. MEDICARE**

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

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

**B. Retired Employees - Medicare**

1. The retired unit employee and/or qualified dependent entitled to receive City paid Part "A" Medicare shall enroll in Part "A" (Hospital) Medicare upon becoming eligible for Medicare coverage.
2. Retired unit employees and/or their qualified dependants who are not entitled to receive City paid Part A Medicare benefits may be required to enroll in Part A (Hospital) Medicare benefits as a condition of participating in the City's retired employee medical insurance plans.
3. These retired City employees shall have their Part A Medicare benefits paid for by the City when they are participating in the City's medical insurance

plan and shall continue to pay the City Medical insurance premiums, and Part "B" Medical as designated by the City.

4. Eligible retired City employees and their qualified dependents who fail to enroll in Part A Medicare benefits may be barred from participation in Retired Employee medical Insurance plans. This Medicare enrollment requirement may be modified or rescinded by the City at any time.
5. Retired City employees participating in the City's medical insurance plan shall enroll in Part "B" Medical.

**V. DENTAL INSURANCE**

**A. Premium Payment**

**1. Indemnity Dental Plan**

The City shall pay up to a maximum of \$89.69 for the indemnity dental plan per month per employee for a dental plan for employees and their qualified dependents.

**2. DMO Dental Plan**

Effective August 1, 2007, the following are the City and employee contributions for DMO Dental Plans.

	<b>Employee Monthly (Indemnity) Contribution</b>	<b>City Monthly Contribution</b>
<b>Delta Dental Premier</b>		
a. Employee	\$0	\$38.03
b. Employee plus one dependent	\$0	\$63.55
c. Employee plus two or more dependents	\$0	\$89.69
<b>DeltaCare (DMO)</b>		
a. Employee	\$0	\$11.87
b. Employee plus one dependent	\$0	\$20.19
c. Employee plus two or more dependents	\$0	\$30.87

**B. Premium Increases**

**1. Indemnity, Delta Dental Plans**

Any premium increases on the Indemnity or DMO dental plans which 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 Indemnity Delta Premier Dental Plan**

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

**2. DMO Dental Plan**

a. Unit employees covered under the DMO medical plan are restricted to dental coverage under the DMO dental plan.

b. Dependents not enrolled in the DMO medical plan shall not be eligible for the coverage in DMO dental plan.

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

**VI. OPTICAL INSURANCE - ASSOCIATION PLAN**

**A. Premium Payment**

Effective July 1, 1999, the City shall pay the monthly insurance premium rate for the Association's Optical Insurance Plan for the "employee only" category. All premium costs for dependents shall be paid for solely by the employee.

**B. Mandatory 12/24 Plan**

This Optical Insurance Plan shall be a mandatory plan, which shall include one (1) examination every twelve (12) months and one (1) set of prescription eyewear every twenty-four (24) months. Such a plan is commonly referred to as a "12/24" Plan.

**C. Premium Increases**

Any premium increases on the optical plan which occur during the term of this agreement shall be paid 50% by the City and 50% by the employee. Any changes in the levels of benefit proposed by the Association, which impact the Optical Insurance premiums, must be approved, in advance, by the City.

**D. Plan Limitations**

The Optical Insurance benefit is only available to Association members, and may only be applied to the optical insurance plan selected by the Association and approved by the City.



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

1. Through July 30, 2002, the City shall pay one-half (50%) of the monthly insurance premium rates for the Association's Long-Term Disability Insurance Plan for unit employees, provided that a minimum of 75% of the unit employees enroll in the plan.
2. Effective August 1, 2002, the City shall pay for one hundred percent (100%) of the monthly insurance premium rates for the Cityadministered Long-Term Disability Insurance Plan for unit employees who are members of the Glendale City Employees' Association. The City has the right to choose the insurance carrier.

**B. Plan Benefits**

1. Said insurance policy shall cover 50% of pre-disability earnings with a maximum paid benefit of \$2500 per month and a sixty (60) day elimination period, and after all sick leave accrued by the affected unit employees has been first utilized.
2. The benefits provided in the City-administered Long-Term Disability Plan (LTD) shall be the same that were in effect as in the Association LTD Plan July 30, 2002.

**C. Leave Without Pay**

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

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

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

**E. Limitations**

1. Plan benefits are provided for unit employees insured by the Plan up to age 65 for earnings lost for off the job illness or injury up to age 65 per the provisions of the Plan.
2. Compensation from LTD Insurance Benefits and accrued leaves may not exceed the employees base salary.
3. Employees may coordinate accrued leaves with LTD Benefits as permitted by the LTD Insurance Policy.

VIII. UNIFORMS

A. Uniforms Provided

1. Eleven Sets of Uniforms

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

Building Repairer (Public Works-Facilities/Public Service-Water)

Carpenter

Communication Technician

Custodial Worker (Public Works-Facilities/Public Service-Water)

Electrical Mechanic (Power Plant)

Electrical Mechanic Supervisor I (Power Plant)

Electrician

Equipment Maintenance Supervisor

Equipment Painter and Body Repairer

Equipment Welder

HVAC Mechanic

Maintenance Worker (Power Plant, Public Works-Signing and Striping)

Meter Reader

Painter

Parking Meter Collector/Repairer

Pesticide Applicator

Plumber

Power Plant Mechanic Apprentice

Power Plant Mechanic Supervisor

Power Plant Mechanic

Power Plant Mechanic Assistant

Power Plant Mechanic Helper

Power Plant Technicians

Senior Building Repairer (Public Works, Facility Services)

Senior Communication Technician

Senior Survey Technician

Senior Custodial Worker (Public Works, Facilities)

Senior Parking Meter Collector/Repairer

Senior Power Plant Technicians

Senior Traffic Painter

Sewer Crew Supervisor

Sewer Maintenance Worker

Survey Party Chief

Survey Supervisor

Survey Technician

Traffic Painter

Utility Welder

2. Twelve Sets of

The City shall provide

(12) sets of uniforms to the following list of

classifications.



Equ. Mechanic  
Equipment Mechanic Helper  
Equipment Service Worker  
Helicopter Mechanic  
Senior Equipment Mechanic

**3. Uniforms by Assignment**

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

**4. Coveralls**

Coveralls are to be made available in the Public Service and Public Works garages, Public Service Power Plant, employees assigned to Water Section chlorinating duty, and to the unit employees in the classifications of Painters, Identification Technician and Senior Identification Technician. Quality and quantity are to be determined by the City.

**5. Rain Boots**

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

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

- a. The Field Employee Orange Safety T-Shirt Policy & Procedure became effective January 1, 1992. Details of the policy & procedure are available in the Personnel Division or in the Association Office.
- b. The City-issued Safety T-Shirts are considered to be a City-issued uniform and employees are required to comply with uniform requirements.

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

**1. Annual Uniform Allowance - Certain Classes**

Unit employees in the classifications of Fire Communications Shift Supervisor, Senior Fire Communications Operator, Fire Communications Operator, Non-Safety Environmental Specialist, Fire Protection Engineering Associate, Senior Identification Technician, and Identification Technician will receive an annual uniform allowance as specified in the City's Uniform Policy. The purchase and maintenance of the required uniform are to be the responsibility of the employee. The purchase in lieu of issue, authorized by Division Policy.



2. **Fire Communications Shift Supervisor, Senior Fire Communications Operator and Fire Communications Operator- \$580 Uniform Allowance**

- a. Employees in the classifications of Fire Communications Shift Supervisor and Senior Fire Communications Operator and Fire Communications Operator shall receive an annual uniform, clothing and equipment allowance in lieu of issue of five hundred eighty dollars (\$580.00) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:
  - Long Sleeve Light Blue Shirt
  - Short Sleeve Light Blue Shirt
  - Pants
  - Belt
  - Skirt
  - Sweater
  - Shoes
  - Socks
  - Sweat outfit (regulation) for nights
  - Patches

3. **Fire Non-Safety Environmental Specialist and Fire Protection Engineering Associate - \$580 Uniform Allowance**

- a. Employees in the classifications of Fire Non-Safety Environmental Specialists, and Fire Protection Engineering Associate shall receive an annual uniform clothing and equipment allowance in lieu of issue of five hundred eighty dollars (\$580.00) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:
  - Command Jacket
  - White Uniform Shirt (Short Sleeve)
  - Black Tie
  - Silver Tie Bar
  - Name Plate
  - Wool Trousers (black)
  - Uniform Belt (black)
  - Glendale Fire Department Belt Buckle
  - Uniform Shoes (black)
  - Socks (black)

4. **Jail Shift Supervisor, Communication Shift Supervisor and Community Service Officer - \$630 Uniform Allowance**

- a. Employees in the classifications of Jail Shift Supervisor, Communication Shift Supervisor and Community Service Officer shall receive an annual uniform, clothing and equipment allowance in lieu of issue of six hundred and thirty dollars (\$630).



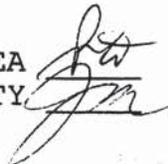
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of items including, but not limited to the following:
  - Long Sleeve Shirt
  - Short Sleeve shirt
  - Pants
  - Belt
  - Shoes
  - Sweater
  - Socks
  - Patches
  - Field jacket
  - Hand cuffs
  - Hand cuffs' case
  - Key flap

**5. Senior Identification Technician and Identification Technician- \$325 Uniform Allowance**

- a. Unit employees in the classifications of Senior Identification Technician and Identification Technician shall receive an annual uniform/clothing and equipment allowance of three hundred and twenty - five dollars (\$325) per year.
- b. This uniform and/or clothing and equipment allowance shall be used toward the purchase and maintenance of civilian items for office and/or field duty in compliance with City and Division dress and appearance standard and policies.

**6. Park Ranger and Senior Park Ranger - Uniform Allowance & Equipment Replacement**

- a. Immediately upon hire, unit employees in the classification of Park Ranger and Senior Park Ranger shall be provided with uniforms and equipment necessary to safely perform the duties of their job, including but not limited to the items listed in the following sections 6b and 6c.
- b. Unit employees in the classification of Park Ranger and Senior Park Ranger shall receive an annual Uniform/Clothing allowance of six hundred and fifty dollars (\$650 ) per year. The allowance shall be used towards the purchase and maintenance of clothing items including but not limited to the following:
  - Long Sleeve Shirts
  - Short Sleeve Shirts
  - Pants
  - Shorts
  - Belt
  - Shoes
  - Socks
  - Field Jacket



c. The City will provide the following equipment items as needed:

- Bullet-proof vest
- Sam Browne Belt
- Handcuffs
- Handcuff Case
- Firearm
- Holster
- Speed Loaders & Cases
- Smokey Bear Hat
- Baton
- Baton Ring
- Cold Weather Jacket

d. Employees who fail their probationary period or resign within the first year of employment, must pay back all uniform allowance and equipment costs expended on behalf of the employee.

**C. Uniform Allowance Payment**

1. Such uniform allowance shall be paid in two equal installments on the first scheduled payday immediately following the fifteenth (15th) day of July and the fifteenth (15th) day of January each year. Proration of the aforementioned specified allowances shall be done in cases where a new employee is hired into the appropriate classification at dates different from those shown in this section.
2. When a new employee is hired in a month other than January or July, the uniform allowance is to be prorated on a 1/6th basis.

**D. Uniform Requirements**

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

**E. Uniform Allowance Limitations**

No unit employee shall be eligible to receive any payment of any allowance if such employee has for any reason been absent from active service or on industrial accident or sick leave or on a leave of absence without pay for any time in excess of one-half (1/2) of the six (6) month period immediately prior to the time when an installment payment is otherwise due.

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

1. Any unit employee who voluntarily terminates prior to or fails probation prior to completion of their probation, shall reimburse the City for all uniforms purchased by the employee allowance received, not to exceed the total amount of uniform allowance received.



2. Failure to reimburse the City uniform allowance previous provisions of this article shall require the City to withhold from sums owed to employee by City at time of termination.

**IX. SAFETY ITEMS**

Unit employees shall comply with all applicable safety requirements. Disciplinary action shall be taken for non-compliance with safety requirements.

**X. MEAL REIMBURSEMENT**

**A. Meal Reimbursement Per Diem**

Effective December 1, 2000, a per diem rate shall be paid to unit employees of the operational and maintenance (GWP), Public Works/Facilities Services, and other Services Divisions who meet one (1) of the following criteria. Payment shall be approved by the supervisor prior to payment.

1. **Emergency Call Back**  
In excess of four (4) hours and with meal reimbursement shall be provided for each hour in excess of four (4) hours worked.

2. **Early Call**  
Meal reimbursement shall be provided for each hour less than two (2) hours.

3. **Extended Hours**  
Meal reimbursement shall be provided for each hour in excess of the normal workday.

**B. Special**

Meal reimbursement shall be provided for each hour in excess of the normal workday.

**XI. EDUCATIONAL REIMBURSEMENT**

**A. Eligibility**

When any unit employee is enrolled in a university course or other educational program, payment of one-half of the cost of such course for same may be made.

**B. Limitations**

1. However, the aggregate total a unit employee may be reimbursed by the City for all their entire educational courses may not exceed \$10,000 per each 10 years of their full-time salaried employment with the City. Beginning with the first day of employment, employees are eligible to receive \$10,000 for each 10-year cycle (1-10, 11-20, 21-30, and 31-40).
2. This benefit is non-accumulative and must be used within each 10 year cycle.

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

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

**XII. HEALTH MAINTENANCE CLUB REIMBURSEMENT**

**A. Eligibility**

Effective July 1, 1998, unit employees who enroll in the health maintenance club selected by the Association, shall, after having been certified by the Association that they have utilized the club for the purpose of exercise a minimum of fifty (50) visits within each fiscal year (July 1 through June 30), receive payment of the cost of the membership up to one hundred and fifty dollars (\$150).

**B. Limitations**

1. The health maintenance club reimbursement benefit is only available to Association members, and may only be applied to the health maintenance club selected by the Association.
2. Unit employees qualifying for reimbursement shall be reimbursed for all covered expenses once per year upon submission of receipts and documentation from the Association.
3. Reimbursement will be based on eligible expenses as set forth in this section not to exceed one hundred and fifty dollars (\$150) per each fiscal year.
4. A one-time-only initiation fee will be paid by the City, not to exceed \$2000. This will cover the entire GCEA Membership. All future initiation fees will be paid only by the individual GCEA members enrolled in the plan.

**XIII. MILEAGE REIMBURSEMENT PLAN**

**A. Formula**

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

1. **Reimbursement Rate**

The mileage reimbursement shall be thirty cents (\$.30) permile for the first 500 miles and twenty-five cents (\$.25) per mile for all miles driven over 500, per month. Mileage records shall be maintained on forms approved by management.

2. **Limitations**

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

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

B. **Monthly Auto Allowance**

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

<b><u>Classification</u></b>	<b><u>Monthly Rate</u></b>
Meter Reader	\$325
Resource Efficiency Advisor	\$325
Construction Inspector	\$325
Building Inspector	\$325
Electrical Inspector	\$325
HVAC Inspector	\$325
License Investigator	\$325
Neighborhood Services Insp.	\$325
Plumbing Inspector	\$325
Sr. Building Inspector	\$325

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

C. **Limitations**

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

XIV. **DMV LICENSING REIMBURSEMENT POLICY**

A. **Purpose**

1. The purpose of the policy is to outline the reimbursement procedures for DMV driver's licenses requirements affecting certain classifications, positions, and employees in the City of Glendale.

2. Employees who are required to upgrade their driver's license and/or are required to get special endorsement due to Department of Motor Vehicles regulations, will receive reimbursement of fees as set forth in the following.

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

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

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

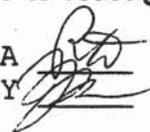
1. Employees hired into or promoted to classifications which state in the job specifications: "May require a commercial drivers license and/or specific endorsement", will be reimbursed for DMV fees if such a license is requested by Management. Employees who obtain commercial driver's licenses and/or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

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

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

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

In the event an incumbent employee is unable to obtain the commercial license, and/or specific certification required, every effort will be made to reassign that



individual to a position, not requiring a commercial license and if necessary that employee's salary will be "Y" rated until they are able to obtain their commercial license or transfer to another classification/position which does not require a commercial license or special certification.

**F. Compliance Standards**

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

**XV. 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 on the first working day after official notification of a conviction which results in a restriction, suspension, or revocation of their said driver's license.

**B. Vehicle Code Violations**

Any unit employee covered in "A" above shall be required, when convicted of driving under the influence of alcohol or drugs or receives a license restriction, suspension or revocation of their said driver's license on or after 7/1/87, shall meet at least once with the City employees' assistance counselor for substance abuse counseling. EAP counseling sessions are further defined in Article Seven, Section 1-D.

**C. Consequence of Non-compliance**

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

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

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

**XVII. MISUSE OF BENEFITS**

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



## ARTICLE FIVE

### LEAVE POLICY

#### I. HOLIDAYS

##### A. Holiday Leave Hours

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

##### B. City Designated Holidays

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

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

##### C. Use of Designated Holidays Leave Hours

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

##### D. Floating Holiday Leave Hours

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

##### E. Friday After Thanksgiving Day

1. When the Friday after Thanksgiving falls on a Friday when the City is closed due to the 9/80 work schedule, employees will retain nine (9) hours of holiday leave for use of floating leave, providing that their normal work schedule



**ARTICLE FIVE**

includes this Friday as a holiday and they are also normally scheduled to be off this Friday.

2. Unit employees, excluding unit employees in the Police Division, scheduled to work on the Friday after Thanksgiving Day shall receive holiday overtime unless employee requests to take time worked on said day to be earned as compensatory time as set forth in this agreement.

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

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

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

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

**H. Floating Holiday Leave Utilization**

1. Floating holiday leave time not expended for the nine city designated holidays shall be floating holiday leave. Floating leave shall be approved at such time as is mutually agreeable to the employee and the employee's division head. Leave payment shall be charged against employee available holiday leave hours accrued.
2. A new unit employee must be employed sixty (60) calendar days in a calendar year and must be evaluated to be receiving at least meeting standards of performance before becoming eligible for floating holiday leave.
3. Unit employees who terminate their employment with the City may utilize any floating holidays up to their last day of employment with the City.
4. The appropriate use of floating holiday leave shall be the employees responsibility to monitor. Any employee using so much floating leave that



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insufficient leave remains to cover the nine city designated holidays shall be required to utilize vacation, compensatory time or unpaid leave of absence to cover the designated holiday.

**I. Floating Holiday Cashout**

1. The City shall pay unit employees up to eighteen (18) hours of floating holiday leave when management is unable to allow unit employees to take their floating holiday leave because of operational necessity or other related reasons before December 31 of each calendar year.
2. This cashout is limited to eighteen (18) hours of floating holiday leave at the base rate of pay in effect on such day.
3. This excludes Police Division unit employees.

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

**1. Friday Holiday**

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

**2. Monday Holiday**

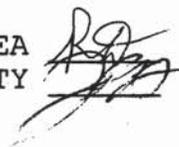
The Monday immediately following any regular holiday that falls on a Sunday shall be deemed to be a holiday.

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

1. When a holiday falls on a day which is part of the 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 an employee is scheduled to work, the employee shall take such holiday leave as is appropriate to their work schedule.

**L. Holiday Scheduling**

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



**M. POLICE DIVISION AND PARK RANGER PROGRAM**

**1. Holiday Bank**

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

**2. Police Division Designated Mandatory Holidays**

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



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- 2) While on IOD status and not administratively assigned.
- c. If the IOD status is projected to exceed the next full pay period, the unit employee will be administratively assigned and subject to Designated Mandatory Holiday debit.
- d. 1) Police Division employees assigned to the Support Services Division, Traffic Bureau, Parking Enforcement Detail, shall observe those mandatory holidays identified by Glendale Municipal Code Section 3.08.010 A with the exception of the Friday after Thanksgiving which shall not be a mandatory holiday for these employees.  
2) Section 3.08.010 C, referring to designation of Friday or Monday as a holiday, when actual holiday falls on Saturday or Sunday, shall specifically not apply to these same unit employees.

**3. Police Division and Park Ranger Program New Unit Employees - Holiday Bank**

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

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

**4. Holiday Compensation - Police Division and Park Ranger Program Only**

- a. On December 31st of each year, the City shall pay Police Division unit employees and employees in the Park Ranger Program up to but not to exceed thirty two (32) hours of unused holiday time at the base rate of pay in effect on such day. Any unused holiday time in excess of thirty-two (32) hours shall be forfeited.
- b. All holidays earned are based upon the occurrence of the holidays recognized by the City which have occurred during the current calendar year



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prior to the employee's last day of employment with the City.

- c. All holidays earned but not taken up to and including the last day of employment with the City shall be forfeited.

**N. Twenty-Fourth of December**

**1. City Offices Open**

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

- b. Only unit employees working on this day as part of a daytime work schedule starting on or after 6:00 a.m. and ending not later than 6:00 p.m. or 6:30 p.m. for employees assigned to the Police Division, Traffic Section 3/36 work schedule, shall be considered eligible for this holiday provision. Unit employees in the PublicWorks Custodial Section who are normally assigned to the evening shift may request to flex their work schedule on December 24<sup>th</sup> which would enable them to meet the eligibility for this half-day holiday subject to management approval.

- c. Unit employees eligible for this holiday leave shall work one-half (1/2) of their normally scheduled work shift on this day. This leave shall amount to four (4) hours for employees on a 5/40 work schedule; four and one-half (4-1/2)-hours for employees on a 9/80 work schedule; five (5) hours for employees on a 4/40 work schedule or six (6) hours for employees assigned to the Police Division, Traffic Section 3/36 work schedule.

**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 in the operation of the Fire and Police Division, whose functions are essential to the public welfare as designated by management.

- b. Integrated Waste Section employees who work the irregularly scheduled 9/80 shift on December 24th should be eligible for four and one-half (4 1/2) hours of compensatory time to be taken at another time mutually agreed to by the employee and management.



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- c. Those unit employees receiving December 24 holiday time off shall work no later than 12:00 p.m. Employees receiving this benefit shall not receive a meal break on this day.

**3. Non-Cumulative**

- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason as set forth in this section, it may not be taken at a later time except as provided herein.
- b. Only unit employees actually scheduled to work on December 24th are eligible for the holiday.
- c. Unit employees eligible to receive the December 24th holiday leave, with the approval of management, may combine a maximum of four (4) hours on a 5/40, four and one-half (4-1/2) hours on a 9/80, five (5) hours on a 4/40, or six (6) hours on the Police Traffic 3/36 schedule of December 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.

**0. Holiday Leave Limitation**

- 1. No unit employee shall receive any holiday pay if they use more than four hours (4) of leave of absence without pay either the work day before or the work day after the holiday except as set forth in City Family and Medical Leave Policy.
- 2. Unit employees who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination and shall also receive up to 18 hours cashout of unused floating holiday leave. All mandatory holidays occurring after termination shall be forfeited.

**P. Holiday Leave Hourly Utilization**

Accumulated holiday leave time may be taken in increments of one (1) hour or more as approved by management.



**II. SPECIAL DAYS OF OBSERVANCE**

**A. Definition**

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

**B. Schedule**

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

**C. Eligibility**

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

**D. Compensation**

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

**III. VACATION**

**A. Vacation Earned**

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

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	<u>Years of Full-Time Service</u>	<u>Annual No. of Hours Eligible to Earn</u>	<u>Monthly Accrual # of Hours Per Month</u>
Year 1 through 4 (start through 48 months)	1-4	80 hours	6.667 hours
Beginning year 5 (49 months through 168 months)	4-14	120 hours	10.000 hours
Beginning year 15 (169 months and after)	14	160 hours	13.333 hours

**B. Limitations**

1. Effective October 1, 1994 vacation will be earned and awarded monthly and will be computed on the basis of the annual hours divided by the number of months per year.
2. No vacation hours shall be credited for a month in which the employee has been on a leave of absence without pay, excluding disciplinary suspensions without pay, during the majority (50%+) of the month.
3. All vacations shall be taken at such time as approved by the division head for which the employee works.
4. Vacation leave may be taken in increments of one-half (1/2) hour or more approved by management.
5. New unit employee will accrue vacation time commencing with the first day of employment as a salaried unit employee but this vacation time is not vested nor may it be taken or cashed-out unless the unit employee completes one (1) year of service with the City. This means on the thirteenth (13th) month of salaried full-time service with the City the eligible new unit employee will have accumulated and be eligible to use 80 hrs. and accrue vacation time on a monthly basis thereafter.
6. Any unit employee who is laid off during their first year of employment and is then rehired within a one (1) year time period, shall have their prior service time earned prior to their lay off apply toward their service time eligibility for vacation benefits earned.
7. Unit employees working any schedule, including other than a regular 40hour schedule, shall be subject to the exact same vacation policy as all other unit employees.

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

**C. Prior Service**

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

**D. Vacation Accumulation**

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

1. Unit employees may accrue a maximum of two (2) years of vacation leave without Division 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 Division 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 this Section D 1 and 2 above, may, with the approval of the City Manager, carry over such vacation time to the next succeeding calendar year.
5. Accumulation and use of vacation leave beyond any succeeding calendar year and the limits set forth in this Section D 1 and 2 above, may be granted at the discretion of the City Manager in special or unusual circumstances.
6. A unit employee who has been on military leave of absence for a least thirty



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

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

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 days earned by reason of months worked in the current calendar year, provided said vacation days have not been taken at or prior to the date of separation.
2. Unit employees who plan to retire must notify the Finance Division / Payroll Section six (6) months prior to their official retirement date if they wish to have any or all of their accumulated vacation time cashed-out upon their retirement from the City. Employees who do NOT put in a request to Finance for vacation time cash-out as set forth above, will have all of their accumulated vacation hours placed into their RHSP account upon their retirement subject to the development of procedures that comply with IRS regulations.
3. Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this agreement.

**IV. LEAVE OF ABSENCE - SWEARING-IN CEREMONY - U.S. CITIZENSHIP**

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

**V. SICK LEAVE**

**A. Sick Leave Benefit**

1. Sick leave is a benefit and right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.
2. The sick leave benefit should be thought of as an insurance policy; it insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.

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3. The City considers good attendance to be a very important part of a unit employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

**B. Sick Leave Accumulation Plan**

1. Employees shall accrue eight (8) hours sick leave for each major portion of a month worked in a calendar year.
2. The maximum sick leave hours which can be accumulated each calendar year shall be ninety-six (96) hours.
3. For each month, or more than 50% portion thereof, during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed a sick leave of absence with full pay for eight (8), nine (9), ten (10), or twelve (12) hours, depending upon such employee's assigned work schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy. Said amount of sick leave hours shall be debited in full from the affected employee's sick leave accrual bank.
4. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a unit employee reinstated. Unit employees reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

**C. Limitations**

1. No such leave of absence shall be credited for time during which unit employee is on leave of absence from duty without pay.
2. Sick leave shall be approved by management based on the sick leave policies of the City.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. A unit employee shall be permitted to return to duty until examination by Employee Health Services and a physician approved by the City and must be found to be sufficiently recovered from such illness or injury. The City may deny a release from a physician and send employee to a City approved physician. The City reserves the right to send a unit employee for examination to verify medical release prior to authorizing the employee to return to work.

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*JPB*

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4. A unit employee with an absence of five (5) full working days or less may return to duty without such examination, approval, and finding when permitted by management as outlined in this section.
5. Any illness or injury extending more than five (5) full working days for unit employees must be verified by a physician or Employee Health Services.
6. Unit employees reemployed from a lay-off list established after July 1, 1978, shall have all previously accrued sick leave credit added to their accumulated sick leave balance.

**D. Division Notification**

1. Unit employees who are absent from work due to illness or injury shall promptly notify their supervisor or division head daily of this fact, in advance. Each division may have further requirements regarding the reporting of absences from work due to illness or injury. This may include requiring the employee to provide proof of illness or injury to Employee Health Services, based on the sick leave policies of the City.
2. Management shall exempt employees from these requirements providing the unit employee:
  - a. is in a medical facility; or
  - b. has an industrial disability which has been determined to be permanent and stationary by a licensed medical physician and prohibits return to duty; or
  - c. other arrangements, locations, or conditions have been authorized by management.
3. Failure to comply with the requirements of this article shall be grounds for disciplinary action, which could include dismissal from the City.

**E. Misuse of Sick Leave**

No unit employee shall 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 earning away from scheduled work assignments. Should this misuse, feigning, or misrepresentation of illness or injury be proven, disciplinary action will be taken, which could include dismissal from the City.



**F. Use of Accumulated Sick Leave**

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

1. Temporary disability as outlined in this agreement.
2. Medical insurance premiums upon retirement as outlined in this agreement.
3. A cash payment upon retirement of fifty per cent (50%) of the value of the retired medical insurance premiums as outlined in this agreement, for accumulated sick leave days in excess of 800 hours (or 760 hours, effective July 1, 2000).
4. Family care leave as outlined in this agreement.
5. At retirement, accumulated sick leave hours will be transferred to the RHSP account as set forth in Article Four.

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

**1. Definition**

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

**2. Sick Leave With Pay**

- a. Unit employees may upon request be granted in each calendar year up to a maximum of thirty-six (36) sick leave hours.
- b. Unit employees may, upon request, be granted in each calendar year up to a maximum of forty-eight (48) sick leave hours.
- c. Family illness leave and such time taken shall be charged against the unit employee's accumulated sick leave.

**3. Facts Justifying Absence**

Management must be furnished reasonable evidence of the illness.

**4. Family**

Family shall mean spouse, employee's child or stepchild, parent or any other relative residing in the same household as employee.



**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 leaves of absence without pay, as set forth in this article or as provided by the City's Family and Medical Care Leave Policy.

**VI. BEREAVEMENT LEAVE**

**A. Definition**

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

**B. Leave With Pay**

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

**C. Facts Justifying Absence**

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

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

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

**VII. WORKERS' COMPENSATION**

**A. Workers' Compensation Leave-Effective July 1, 1999**

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



**B. Temporary Disability**

1. If a unit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, such unit employee may elect to supplement statutory disability payments with any accumulated sick leave, compensation time and/or vacation leave benefits when added to the temporary disability indemnity will result in a payment equal to full salary and City paid Deferred Compensation.
2. This full salary shall not exceed the employee's base earnings and City paid Deferred Compensation that were in effect as of the date of illness or injury.
3. When a unit employee uses paid leave to augment full salary paid leave benefits, including sick leave, vacation leave, compensation time, holiday leave time, continue to accrue, consistent with these leave policies.

**C. Additional Temporary Disability Benefit**

1. After a unit employee exhausts all the benefits they are eligible for in Article Five, Sections VII, A and B, and the employee continues to be temporarily disabled, he/she shall receive, for a period not to exceed six months, additional compensation which when added to the statutory disability rate results in a payment equal to two-thirds of full base salary and City paid Deferred Compensation for such period.
2. This full salary shall not exceed the employee's base earnings and City paid Deferred Compensation that were in effect as of the date of illness or injury.
3. Unit employee may elect to not use all of their accrued vacation time up to eighty (80) total hours before being eligible for this benefit.

**D. Statutory Benefits Follow Additional Benefits**

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

**E. Outside Employment and Medical Limitations**

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



**F. Sick Leave Augmentation of Temporary Disability**

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

**VIII. JURY DUTY**

**A. Notification/Summoned**

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

**B. Accommodation of Jury Leave**

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

**C. Jury Duty Call-In**

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

**D. Jury Duty Stand-by**

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

**E. Return of Jury Fees**

The City will withhold any amount fees received by unit employees as jurors, in exchange for their regular pay, excluding mileage fees, in the second pay period



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following reported completion of jury duty service. In the event of employee termination, all amounts not yet withheld will be collected from affected unit employee.

**F. Jury Time Extension**

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

**IX. MILITARY LEAVE**

**A. Eligibility**

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

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

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

**X. OTHER LEAVE - WITHOUT PAY**

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

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

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

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

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

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

**D. Leave of Absence - Excess of 6 Months**

Any unit employee returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination and being released by the City Medical Examiner and the Personnel Division, 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 division head.

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

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

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



## ARTICLE SIX

### 7-DAY WORK PERIOD - 12 HOUR WORK SCHEDULE

#### VERDUGO FIRE COMMUNICATIONS CENTER

##### I. WORK SCHEDULE - FIRE COMMUNICATIONS

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

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

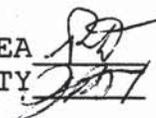
The seven (7) day work period shall begin on Sunday at 0630 hours and end on the following Sunday at 06299 hours, subject to changes by management, after prior notification, based on operation needs of the Fire Division.

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

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

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

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



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

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

**II. OVERTIME**

**A. 48-Hour Work Week**

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

**B. 36-Hour Work Week**

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

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

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

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

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

**III. SALARY ADJUSTMENT**

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

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

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

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

**IV. HOLIDAYS**

**A. Holiday Leave Hours**

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

**B. Eligibility**

This holiday time shall be granted as follows:

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

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

**2. Floating Holiday Leave**

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

**3. Total Holiday Leave**

Total Holiday Leave time including holiday in lieu pay and floating holiday leave shall not exceed 97 hours and effective January 1, 1995, shall increase to 106 hours.

**a. Ten-Hour Employees**

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

**b. Eight-Hour Employees**

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

**C. APPROVAL OF FLOATING HOLIDAYS**

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

2. All other provisions of this agreement on floating holidays shall continue to be granted to Fire Communication Operators.

**V. TRADES**

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

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



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**B. Trades Repaid**

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

**C. Limitations**

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

**VI. COMPENSATORY TIME**

**A. Bank - 36 hours**

A total of thirty six (36) hours may be banked as compensatory time. This thirty-six hour block of time is good for one calendar year and may not be replenished during that year. This time shall be used in no less than one-hour increments.

**B. Requests to use Comp Time**

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

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

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

All leave benefits, sick, vacation, holiday, bereavement, or any other leaves, shall be accrued and taken in hourly (hour earned, hour taken) increments based on current benefit accrual rates as for all other unit employees.

**B. Example**

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



**VIII. MEAL OR BREAK PERIODS**

Meal or break periods are not scheduled or guaranteed, but they may be taken when workloads permit. When meal or breaks are taken, the employee may not leave Fire Station 21, except with the permission of management.

**IX. BENEFIT ELIGIBILITY**

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

**X. CHANGES AND MODIFICATIONS TO SCHEDULE**

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

## ARTICLE SEVEN

### WORKING CONDITIONS

#### I. ALCOHOL AND SUBSTANCE ABUSE

##### A. Mutual Agreement

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

##### B. Determent, Detection and Treatment

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

##### C. Support of EAP

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

##### D. EAP Counseling

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

#### II. TEMPORARY MODIFIED WORK PROGRAM

##### A. Eligibility

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

temporary modified work program.

**B. Limitations**

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

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

**C. Application and Acceptance**

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

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

**D. Outside Employment**

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

**E. Final Decision**

The division head shall make the final decision based upon stated criteria, and the affected unit employee shall be notified in writing.

**III. PERMANENT MODIFIED WORK PROGRAM**

The City offers a permanent modified work program, calling for either voluntary or mandatory program participation, for unit employees who have incurred job related illness or injury that has rendered them medically incapable of performing the full range of duties within their

**ARTICLE SEVEN**

classification. This program is contingent upon employees meeting the minimum requirements for alternative positions. The program provides an opportunity for unit employees to continue employment within the City when alternate positions are determined by the Personnel Division to be available.

**IV. PERSONAL APPEARANCE/DRESS STANDARDS**

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



**ARTICLE EIGHT**  
**GRIEVANCE PROCEDURE**

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

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

**II. GRIEVANCES**

**A. Definition**

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

**B. Grievance - Informal - Verbal**

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

**C. Grievance - Formal - Written**

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

**1. Step I - Supervisor**

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

**2. Step II - Division Head**

Within seven (7) calendar days of receipt of the supervisor's answer, the employee will forward the grievance to his/her division head. The division



## ARTICLE EIGHT

head will, within seven (7) calendar days, enter his/her decision, the reasons for it and return it to the grievant. If the employee is not satisfied with the decision, he/she may appeal as follows:

### 3. Step III - City Manager

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

## D. General

### 1. Time Limits

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

### 2. Grievance Settled - Form Distribution

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

### 3. Representation

An employee utilizing this procedure may be represented or assisted by, not to exceed three, authorized representatives in the preparation, presentation and hearing of a grievance. The supervisor, division 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 Hearing

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

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

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

ARTICLE NINE

GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

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

II. EMERGENCY WAIVER PROVISIONS

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

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

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

B. Successor Provision

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

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted



**ARTICLE NINE**

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 which, directly affect wages, or significantly alter hours, and terms and conditions of employment, are implemented, the City shall meet and confer with the Association regarding such changes.
4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

**V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING**

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

**VI. RESOLUTION OF IMPASSE**

Should disagreement over the interpretation or application of this Agreement occur between the City and Association, and should there be a failure to resolve the disagreement, the City and Association shall meet and confer to establish an impasse procedure to resolve the disagreement.

**VII. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be for the period of four years commencing on July 1, 2001, and terminating after June 30, 2005.

**VIII. RATIFICATION AND IMPLEMENTATION**

**A. Acknowledgment**

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



**ARTICLE NINE**

and adopted in the form of a resolution by the City Council.

**B. Mutual Recommendation**

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

**C. Ratification**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and Association and entered into on this first day of July, 2001.



PARTIES TO THE AGREEMENT

GLENDALE CITY EMPLOYEES ASSOCIATION (GCEA)

Frank A. Coronado  
Frank A. Coronado, President

Ralph E. DeSimone  
Ralph E. DeSimone, GCEA Business Representative

Sandra J. Kepler  
Sandra J. Kepler, GCEA Vice President

Dwaine E. Mackey  
Dwaine E. Mackey, GCEA Representative

Gina M. Moore  
Gina M. Moore, GCEA Representative

Myrna E. Kelley  
Myrna E. Kelley, GCEA Representative

Joseph F. Wilke Jr.  
Joseph F. Wilke Jr., GCEA Representative

CITY OF GLENDALE, CALIFORNIA

John F. Hoffman  
John F. Hoffman, Director of Personnel & Employee Relations

Robert K. McFall  
Robert K. McFall, Assistant City Manager

James M. Patric  
James M. Patric, Assistant Director of Personnel & Employee Relations

John A. Vos  
John A. Vos, Public Works, Maintenance Services Administrator

Yasmin Kamria  
Yasmin Kamria, Deputy City Manager

Matthew E. Doyle  
Matthew E. Doyle, Senior Personnel Analyst

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this Seventeenth day of July, 2001.

GLENDALE CITY EMPLOYEES ASSOCIATION (GCEA)

Frank A. Coronado  
By: Frank A. Coronado, President GCEA

CITY OF GLENDALE, CALIFORNIA

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

01SIGNAT

GCEA  
CITY

**APPENDIX "A"**  
**CITY OF GLENDALE**  
**GENERAL SERVICE CLASSIFICATIONS**

**As of July 2001**

**A. DESIGNATED CLASSIFICATIONS**

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

Accountant  
Accounting Services Specialist  
Accounting Technician  
Administrative Assistant  
Administrative Associate  
Administrative Intern (full time)  
Administrative Trainee  
Arborist Crew Supervisor  
Assistant Construction Inspector  
Assistant Engineering Technician  
Assistant Programmer Analyst  
Assistant Project Coordinator  
Auditorium Coordinator  
Auditorium Specialist

Bookmobile Operator  
Broadcast Production Assistant  
Broadcast Production Associate  
Building Inspector  
Building Repairer  
Building Repair Crew Supervisor  
Business Account Representative  
Buyer

Carpenter  
Cement Worker Finisher  
Civil Engineer I  
Civil Engineering Assistant  
Civil Engineering Associate  
Communication Technician  
Community Outreach Assistant  
Community Outreach Associate  
Community Service Officer  
Community Service Coordinator  
Community Service Specialist  
Computer Operator  
Construction  
Custodial Worker  
Customer Service Assistant  
Customer Service Field Technician  
Customer Services Field Representative  
Customer Services Representative  
Customer Services Utility Representative I  
Customer Services Utility Representative II

Customer Services Utility Representative III

Data Entry Operator  
Display Artist  
Duplicating Machine Operator  
Duplicating Shop Operator  
Electrical Conduit Mechanic  
Electrical Conduit Mechanic Supervisor  
Electrical Engineer I  
Electrical Engineering Assistant  
Electrical Engineering Associate  
Electrical Helper  
Electrical Inspector  
Electrical Line Mechanic  
Electrical Line Mechanic Apprentice  
Electrical Line Mechanic Supervisor I  
Electrical Mechanic  
Electrical Mechanic Apprentice  
Electrical Mechanic Assistant  
Electrical Mechanic Supervisor I  
Electrical Service Planner  
Electrical System Dispatcher  
Electrical Test Assistant  
Electrical Test Technician I  
Electrical Test Technician II  
Electrician  
Engineering Aide  
Engineering Technician  
Environmental Inspector  
Environmental Technician  
Equipment Mechanic I  
Equipment Mechanic II  
Equipment Mechanic Apprentice  
Equipment Mechanic Helper  
Equipment Operator I  
Equipment Operator II  
Equipment Painter & Body Repairer  
Equipment Service Worker  
Equipment Welder  
Executive Secretary  
Executive Secretary (Steno)  
Fire Control Operator  
Fire Control Shift Supervisor  
Fire/Engineering Specialist  
Fire Protection Engineer  
Fire Protection Engineering Assistant  
Fire Protection Engineering Associate  
Gardener  
Graphics Illustrator

Hazardous Materials Specialist  
Heavy Equipment Mechanic  
HVAC Inspector  
HVAC Mechanic  
Helicopter Mechanic  
Housing Technician

Identification Technician  
Industrial Waste Inspector  
Information Services Associate  
Instrument Technician  
Integrated Waste Truck Operator  
Integrated Waste Worker  
Internal Audit Associate

Jail Shift Supervisor

Laborer  
Legal Executive Secretary  
Legal Secretary  
Legal Systems Associate  
Librarian  
Library Assistant  
Library Technician  
License Investigator

Machinist  
Mail Services Specialist  
Maintenance Worker  
Mechanical Engineer I  
Mechanical Engineering Assistant  
Mechanical Engineering Associate  
Meter Reader  
Motor Sweeper Operator

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

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

Painter  
Park Maintenance Supervisor

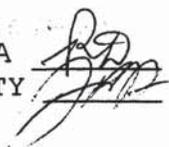
**APPENDIX "A"**

Park Ranger  
Parking Meter Collector/Repairer  
PC Specialist  
PC Specialist Assistant  
Permit Service Technician  
Personnel Assistant  
Personnel Associate  
Personnel Technician  
Pesticide Applicator  
Plan Checker  
Plan Check Supervisor  
Planning Assistant  
Planning Associate  
Plumber  
Plumbing Inspector  
Police Communications Shift Supervisor  
Police Custody Shift Supervisor  
Police Records Specialist  
Police Records Shift Supervisor  
Power Line Apprentice  
Power Line Mechanic  
Power Line Supervisor  
Power Line Truck Operator  
Power Plant Auxiliary Operator  
Power Plant Control Operator  
Power Plant Mechanic  
Power Plant Mechanic Apprentice  
Power Plant Mechanic Assistant  
Power Plant Mechanic Helper  
Power Plant Operator  
Power Plant Operator Apprentice  
Power Plant Technician  
Power Scheduler  
Principal Engineering Technician  
Principal Instrument Technician  
Production Artist  
Principal Water Quality Specialist  
Program Coordinator  
Program Specialist  
Programmer Analyst  
Public Education Coordinator  
  
Real Property Agent  
Recreation & Community Services Coordinator  
Resource Efficiency Advisor  
  
Safety Assistant  
Secretary  
Secretary to City Clerk  
Secretary to City Clerk (Steno)  
Senior Accounting Services Specialist



**APPENDIX "A"**

Senior Accounting Technician  
Senior Building Inspector  
Senior Building Repairer  
Senior Buyer  
Senior Communication Technician  
Senior Computer Operator  
Senior Construction Inspector  
Senior Custodial Worker  
Senior Customer Service Field Rep.  
Senior Customer Service Field Technician  
Senior Customer Service Rep.  
Senior Customer Service Utility Rep.  
Senior Data Entry Operator  
Senior Electrical Service Planner  
Senior Electrical Systems Control Specialist  
Senior Electrical Systems Dispatcher  
Senior Electrical Test Technician  
Senior Engineering Technician  
Senior Environmental Technician  
Senior Equipment Mechanic  
Senior Fire Communications Operator  
Senior Gardener  
Senior Identification Technician  
Senior Industrial Waste Inspector  
Senior Information Services Associate  
Senior Instrument Technician  
Senior Meter Reader  
Senior Neighborhood Services Inspector  
Senior Network Specialist  
Senior Office Specialist  
Senior Office Services Specialist  
Senior Parking Meter Collector/Repairer  
Senior Park Ranger  
Senior PC Specialist  
Senior Power Plant Technician  
Senior Survey Technician  
Senior Telecommunications Technician  
Senior Traffic Painter  
Senior Tree Trimmer  
Senior Wastewater Technician  
Senior Water Facilities Operator  
Senior Water Meter Repairer  
Senior Water Quality Specialist  
Senior Water System Mechanic  
Sewer Crew Supervisor  
Sewer Maintenance Worker  
Sign Painter  
Special Collections Librarian  
Station Electrician  
Station Electrician Supervisor I  
Storkeeper



Storm Water Specialist  
Stores Clerk  
Street Crew Supervisor  
Street Maintenance Worker  
Structural Engineer I  
Structural Engineering Assistant  
Structural Engineering Associate  
Survey Party Chief  
Survey Technician  
Systems Specialist  
  
Technical Staff Assistant  
Technical Staff Associate  
Telecommunications Technician  
Traffic Engineer I  
Traffic Engineering Assistant  
Traffic Engineering Associate  
Traffic Painter  
Traffic Signal Maintenance Technician  
Transformer Shop Technician  
Transit Field Inspector  
Tree Trimmer  
  
Utility Welder  
  
Wastewater Technician  
Water Engineering Supervisor  
Water Facilities Operator  
Water Meter Repairer  
Water Facilities Operator  
Water Quality Specialist  
Water System Apprentice  
Water System Equipment Operator  
Water System Helper  
Water System Mechanic  
Water System Supervisor I  
Workers Comp. Adjuster I  
  
Yard Attendant  
Youth Outreach Service Worker

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

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

Administrative Assistant – Personnel Division  
Administrative Assistant/Benefits – Personnel Division  
Executive Secretary (Steno) - Finance & Administrative Services Division  
Executive Secretary - City Manager's Office

Executive Secretary (Steno) - Personnel Division  
Office Operations Supervisor - Personnel Division  
Office Services Secretary - City Manager's Office  
Senior Accounting Technician (Payroll Assignment) - Finance & Administrative Services Division  
Senior Office Services Specialist - (Benefits) - Personnel Division

**C. DESIGNATING CONFIDENTIAL CLASSIFICATIONS/POSITIONS**

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

**APPENDIX "B"**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF GLENDALE**  
**AND THE GLENDALE CITY EMPLOYEES' ASSOCIATION**  
**REGARDING AGENCY SHOP**

**I. PREAMBLE**

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

**II. PURPOSE**

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

**III. ELIGIBLE AND EXCLUDED EMPLOYEES**

**A. Excluded Employees**

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

**B. Identification of Included and Excluded Classes**

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

**IV. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**A. Prior Notification to Employees**

Prior to the implementation of an agency shop provision agreement pursuant to G. C. Sec. 3502.5 (a), the parties shall notify all employees in the applicable unit

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

## **B. Employees' Responsibilities**

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

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

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

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

### **2. New Hires**

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

### **3. Sufficiency of Employee's Earnings**

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

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

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

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

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

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

#### **F. Association Membership or Service Fee**

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

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

The service fees charged by the Association's non-members covered by an agency shop arrangement may only encompass expenditures that are necessarily or reasonably incurred for the purpose of performing the duties of the Association in its dealings with the employer on labor management issues. Under this standard, non-member agency fee payers may be compelled to pay their fair share of the direct costs of negotiating and administering a collective bargaining agreement and settling grievances, and the expenses of activities reasonably employed to effectuate the Association's duties in representing the bargaining unit employees. **Expenses associated with the following activities are chargeable:**

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

13. Other expenses that may be incurred for printing services related to employer/employee labor management issues.

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

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

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

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

1. Training in voter registration, get-out-the-vote, and political campaign techniques.

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

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

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

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

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

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

1. The Finance and Administrative Services Division shall cause the amount of the membership fee or service fee to be deducted from semi-monthly payroll checks of each unit employee as specified by the Association under the

terms contained herein. "Membership fee" as distinct from "service fee" shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

2. Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the Finance and Administrative Services Division within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.
3. The Finance and Administrative Services Division shall also apply this provision to every permanent employee who becomes an employee of this representation unit through reassignment or transfer within sixty (60) calendar days of the effective date of said reassignment or transfer. Such deduction shall be a condition of continued employment.
4. The Finance and Administrative Services Division will provide to the Association quarterly the name, home address, and employee number of each unit employee.
5. The Finance and Administrative Services Division shall notify the Association within sixty (60) calendar days of any unit employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this article.

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

The Association shall keep an adequate itemized record of its financial transactions and shall make available, annually to the City, the employees who are covered by an agency shop arrangement, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by a certified public accountant.

#### **L. Process for Rescinding Agency Shop**

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

1. A request for such a vote is supported by a petition filed with the City Employee Relations' Officer containing the signatures of at least thirty percent (30%) of the employees in the applicable unit; and
2. The vote is by secret ballot; and
3. The vote may be taken at any time during the term of the Memorandum of Agreement, but in no event shall there be more than one vote taken during

any one consecutive one-year period during the term of that Memorandum of Agreement.

**V. ASSOCIATION INDEMNIFICATION**

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

**VI. ASSOCIATION DUTY OF FAIR REPRESENTATION**

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

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

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

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