



Glendale City Employees' Association Memorandum of Understanding
July 1, 2021 – June 30, 2024

CITY OF GLENDALE

AND

GLENDALE CITY EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

THREE-YEAR AGREEMENT

JULY 1, 2021 – JUNE 30, 2024



Adopted
09/14/21
Agajanian/Brotman
Absent: Devine

RESOLUTION NO. 21-141

**A RESOLUTION OF THE CITY OF GLENDALE APPROVING
AND ADOPTING A THREE YEAR MEMORANDUM
OF UNDERSTANDING BETWEEN THE CITY OF GLENDALE AND
THE GLENDALE CITY EMPLOYEES' ASSOCIATION (GCEA)
COMMENCING ON JULY 1, 2021 AND TERMINATING AFTER JUNE 30, 2024.**

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

WHEREAS, the City and the Association have agreed to the terms of a Memorandum of Understanding for a period of three years, commencing on July 1, 2021 and terminating after June 30, 2024.

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

Section 1. The City does hereby approve, ratify, and authorize the implementation of each economic and non-economic benefit and right set forth in the Memorandum of Understanding between the City and Association, attached hereto and incorporated herein by this reference as Exhibit "1", and said economic and non-economic benefits and rights shall be implemented to the extent the City may legally do so in accordance with the time constraints of said Memorandum of Understanding. The Director of Human Resources is authorized to make minor clerical and other minor language clarifications to the MOU so long as such changes do not in any manner change the economic or non-economic benefits and rights of the parties.

Section 2. The City Council further authorizes the City Manager and



Director of Human Resources to negotiate and implement amendments to this Memorandum of Understanding affecting wages, hours, terms and conditions of employment subject to prior approval by the City Council.

Section 3. Any provision set forth in said Memorandum of Understanding which is inconsistent with any provision of the Municipal Code shall prevail and supersede the inconsistent provisions of the code.

Section 4. The compensation and fringe benefits provided to Association employees pursuant to this Memorandum of Understanding shall also be provided to "Confidential Employee Relations Classifications/Positions" in the same manner as set forth in the MOU for Association employees.


Adopted this 14th day of September, 2021.


City Clerk


Mayor Pro Tem

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

APPROVED AS TO FORM


CITY ATTORNEY
DATE 9/15/21

I, Aram Adjemian, 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 14th day of September, 2021, and that the same was adopted by the following vote:

Ayes: Agajanian, Brotman, Najarian, Kassakhian (protem)
Noes: None
Absent: Devine

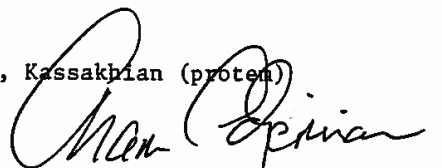

City Clerk



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ARTICLE ONE

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

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

II. GENDER

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

III. RECOGNITION

A. GCEA - Recognized Employee Organization

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

B. Exclusions

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

C. Classifications Recognized

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

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

1. The GCEA has been certified as the bonafide representative by the National Labor Relations Board (NLRB) under the Fair Labor Standards Act. As a consequence of this certification, some of the wages, hours, terms and conditions of employment stated in this memorandum of understanding were negotiated that otherwise would not have been changed. The City and Association have thus adopted a 7(b) work period under the provisions of the Fair Labor Standards Act (FLSA) for selected job classifications as set forth in Article Three.



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

E. Contract Bar to Rival Organization

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

IV. 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.

V. ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

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

B. Payroll Distribution

1. Payroll is distributed on a bi-weekly basis, with the distribution of paychecks occurring every other Thursday. Under the bi-weekly distribution, the pay period shall occur every two weeks, commencing the first (1st) Sunday and concluding on the second (2nd) Saturday of the pay period, with payroll distribution occurring the second (2nd) Thursday following the close of the pay period.

C. 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



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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.

D. Indemnification – Transmittal of Funds

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

E. Payroll Direct Deposit Program

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

F. 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.

G. Association Release Time - Meeting and Confering

1. Time Off For Meeting and Confering

- 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 Memorandum 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



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to the date set for meeting and conferring unless both parties agree such notice is impractical.

H. Release Time - Board of Director Meetings

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

I. 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 as designated by the Association President, 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.

J. Association Office Space

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



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K. Revocation

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

L. Indemnification – Facilities

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

M. 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.

VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

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

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To take into consideration the existence of facts which are the basis of the management decision.
3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to



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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 of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, work schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.
10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.
11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.
12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.
14. To hire, transfer intra- or inter-department, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Civil Service Rules and Regulations.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.



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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 departments and to take necessary action to achieve the goals and objectives of the City's departments.
21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.
22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

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

C. Impact of Management Rights

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

D. Agreement to Meet Regarding Service Delivery Assessment Policy

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

VII. 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



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

VIII. BI-MONTHLY MEETING – CITY / GCEA

A Department Head and Director Human Resources shall meet bi-monthly with three (3) representatives of the Association appointed by the Association President. The purpose of said meeting is to discuss employee relations matters.

IX. INTEGRATED WASTE MANAGEMENT – JOINT MANAGEMENT/LABOR COMMITTEE

The City and Association agree to form a committee with designated representatives to discuss the construction and assignment of routes, new equipment purchases and overtime upon request of the Association. It should be noted that all of the above subjects are management rights and not subject to meet & confer; however, in the spirit of good faith, the City agrees that collaboration with the Association on the above subjects is beneficial to the workplace morale and the efficient operation of the division



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b. Committee Composition

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

3. Revocation

a. 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.

b. Non-Applicable Specialized Assignment

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

4. 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.

5. Re-evaluation

A re-evaluation of the assigned Senior Community Service Officer's performance shall be conducted by the Review Board every six (6) months.

6. Assignment

a. 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.

b. 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.

7. Limitations

a. Functioning in Assignment

