



City of Covina

Memorandum of Understanding

Police Association of Covina

July 1, 2013 - June 30, 2016

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
THE POLICE ASSOCIATION OF COVINA**

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1.0. PREAMBLE

This agreement has been prepared in accordance with Chapter 10, Division 4, Title 1, of the California Government Code, and Section 15 of Resolution 2783 of the City of Covina. The City of Covina, hereinafter referred to as the "City" and the Police Association of Covina (PAC), hereinafter referred to as the "Recognized Employee Organization" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

2.0. RECOGNITION

2.0.1 EXCLUSIVE REPRESENTATIVE

The Employer hereby acknowledges the Police Association of Covina as the exclusive representative for certain full time sworn and non-sworn employees in the Covina Police Department holding the classifications listed below, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

2.0.1.1 NON-SWORN

COMMUNITY SERVICES OFFICER
COMMUNITY SERVICES SPECIALIST
COURT OFFICER
JAILER
PARKING ENFORCEMENT OFFICER
PUBLIC SAFETY DISPATCHER
POLICE RECRUIT
PROPERTY EVIDENCE CLERK

2.0.1.2 SWORN

POLICE OFFICER

2.0.1.3 NEW CLASSIFICATIONS

Any other full-time classification(s) created hereinafter by the City of Covina that the City deems appropriate to the Police Association of Covina.

2.0.2 INDIVIDUAL EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and

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conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

3.0. EMPLOYEE DEFINITIONS

EMPLOYEE, FULL-TIME - means for purposes of this memorandum of understanding will exclude those not of permanent status of the previously listed position classifications. Permanent status does not include those on probation, of limited term (six months or less), or seasonal hire (school term or season of the year), of part-time status (working less than forty hours in a work week which is from Sunday through the following Saturday).

EMPLOYEE, CONFIDENTIAL - means an employee who is privy to decisions of City management affecting employer-employee relations.

EMPLOYEE, MANAGEMENT - means:

1. Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the City Manager and department heads; and/or
2. Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (For illustrative purposes, "management employee" shall be interpreted to mean those classes above Police Sergeant).

EMPLOYEE, PROFESSIONAL - means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and various type of physical, chemical, and biological scientists.

EMPLOYEE, SUPERVISOR - any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employee or responsibility to direct them, or to adjust their grievances, or effectively to recommend such actions, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

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4.0. SCOPE AND PREVAILING RIGHTS

4.0.1 BASIC AGREEMENT

It is the intent and purpose of the Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding of differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

However, non-conflicting prior practices shall continue without interruption as a prior practice, which shall be defined as a practice which has been (1) unequivocal; and (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed and an established practice; and (4) is not in conflict with the Management Rights section of this Article.

4.0.2 DISCRIMINATION

In accordance with Federal and State Laws and in conformance with Covina's Equal Opportunity Plan, it shall be an unlawful employment practice to discriminate on the basis of Race, Color, Ancestry, Religious Creed, National Origin, Gender, Disability, Medical Condition, Age, Sexual Orientation or Marital Status. It is further agreed that the Recognized Employee Organization fully supports the City's Equal Opportunity Plan, and accept its responsibility for creating a work climate conducive to achieving the Equal Opportunity goals and programs outlined in the plan.

The parties hereto agree not to discriminate against any employee because of membership or non-membership activity on behalf of the Police Association of Covina.

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4.0.3 MANAGEMENT RIGHTS RESERVED

All management rights and functions except those which are clearly and expressly limited in this Memorandum of Understanding shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Manage the City
- b. Establish and schedule working hours.
- c. Establish, modify, or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof.
- g. Determine services to be rendered and frequency thereof.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary to execute the City mission.
- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in service training courses during working hours.
- z. Determine duties to be included in any job classifications.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency or other unusual situations.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of

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judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law. As pursuant to the law, all subject, in relation to wages, hours, and working conditions will continue to be the subject of meet and confer or meet and consult, whichever is applicable.

4.0.4 EMPLOYEE RIGHTS

The rights of employees in the bargaining unit and of the Police Association of Covina are limited to those specifically set forth in this agreement, and the City retains all authority, powers, privileges and rights not specifically limited by the terms of this agreement.

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by the Police Association of Covina at the time of the signing of this Memorandum of Understanding which are not included in this memorandum shall remain in full force, unchanged and unaffected in any matter during the term of the memorandum unless changed by mutual consent. However, for such prior practices to be applicable they must not be in conflict with the Management Rights section of this Article.

5.0. SAVINGS CLAUSE

5.0.1 STATE AND FEDERAL OBLIGATIONS

This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.

5.0.2 COURT ACTIONS, LEGISLATION

If any provision of this Memorandum or the application of the Memorandum should be rendered or declared invalid by any court action or by reason of legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

5.0.3 BINDING ON THE PARTIES

Except as provided in the above preceding paragraphs, the parties hereto agree that this Memorandum cannot be modified, changed or altered any way whatsoever except by mutual consent of said parties in writing.

6.0. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or

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agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

By the term "informal" it is understood to refer to such items as person-to-person arrangements unique to an individual situation or circumstance.

Except, as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement, unless otherwise specified herein.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

7.0. TERM AND RENEWAL OF MEMORANDUM

Upon ratification and execution by the City Council, this Memorandum of Understanding shall become effective on July 1, 2013 for sworn and non-sworn City employees on the active payroll. It shall remain in full force and effect until June 30, 2016.

This memorandum of understanding shall automatically be renewed on the same terms and conditions for consecutive one-year periods thereafter unless no earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of this agreement, or any extension thereof, either party shall give written notice to the other party of its intent to terminate or modify the agreement.

7.0.1 EFFECTIVE DATE AND MAINTENANCE OF BENEFITS

Unless otherwise specified, all changes to the M.O.U. shall be effective with the pay period that includes July 1, 2013.

8.0. WORKDAYS AND HOURS

8.0.1 WORKDAYS AND HOURS

Due to the seven (7) days per week, twenty-four (24) hours per day operation of the Police Department, working hours for employee classifications appropriate to this unit will vary. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times.



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The workday for employee classifications appropriate to this unit shall consist of one of the following work schedules. For some employee classifications, workdays shall be consecutive unless split by a holiday. For other employee classifications, workdays shall be consecutive, inclusive of holidays.

8.0.1.1 FIVE-FORTY SCHEDULE

The work week for some classifications appropriate to this unit shall consist of five (5), eight (8) hour days within a seven (7) day cycle. The eight (8) hour workday within a twenty-four (24) hour period shall be inclusive of rest periods, but exclusive of the lunch period which shall not be paid time, except as may be otherwise noted in Section 9.0.1.

Personnel assigned to the 5/40 schedule may include those in the following classifications:

- Dispatchers
- Community Service Officer (assigned to alarm program)
- Jailers
- Property Evidence Clerk

8.0.1.2 FOUR-FORTY SCHEDULE

The work week for some classifications appropriate to this unit shall consist of four (4) ten (10) hour days within a seven (7) day cycle. The ten (10) hour workday within a twenty-four (24) hour period shall be inclusive of rest periods, but exclusive of the lunch period which shall not be paid time, except as may be otherwise noted in Section 9.0.1.

Personnel assigned to the 4/40 schedule may include in the following classifications:

- Police Officers (assigned to Detective Bureau, Patrol, Motorcycles or School Resource Officer*)
- Dispatcher
- Court Officer
- Community Services Officer (assigned to the alarm program)
- Jailer

* School Resource Officer shall work a 4/10 schedule, however their four (4) day work schedule shall meet the needs of the school they are serving and as a result, upon direction from their supervisor, a School Resource Officer's weekday off may change on an as needed basis.

8.0.1.3 NINE-EIGHTY SCHEDULE

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The workweek for some classifications appropriate to this unit shall consist of nine (9) workdays with eight (8), nine (9) hour workdays and one (1), eight hour workday within a fourteen (14) day cycle. The workday, either eight (8) or nine (9) hours, within a twenty-four (24) hour period shall be inclusive of rest periods, but exclusive of the lunch period which shall not be paid time except as may be otherwise noted in Section 9.0.1.

Personnel assigned to the 9/80 schedule may include those in the following classifications:

- Community Service Officers (assigned to Patrol)
- Community Services Specialist
- Parking Enforcement Officer
- Jailer
- Dispatcher

8.0.1.4 HYBRID SCHEDULING

In September 14, 2009, Covina Police patrol officers transitioned to a hybrid work schedule that combines our traditional 4/10 shifts and adds 3/12½.

The shift schedules will be as follows:

TEAM 1	Tuesday-Friday	0700-1700
TEAM 2	Tuesday-Friday	1600-0200
TEAM 3	Tuesday-Friday	2130-0730
TEAM 4	Saturday-Monday	0700-1930
TEAM 5	Saturday-Monday	1430-0300
TEAM 6	Saturday-Monday	1900-0730

Officers working the 3-12½ shift will be required to work a 10 hour payback shift once during each 28 day pay cycle. Payback days for all sworn police officers assigned to the 3-12½ shifts will be scheduled according to the following protocol:

1. A Lieutenant will be designated as the "Payback Coordinator" to manage and oversee the payback scheduling process.
2. Paybacks will be scheduled to mitigate overtime associated with training and/or routine patrol operations. Personnel on the 3-12½ shifts will be assigned to work their paybacks in Patrol on the days scheduled for the 4-10 officers to attend training or to cover vacancies created by other forms of leave. Personnel from 3-12½ shifts may also be assigned to attend training as their assigned payback day.

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3. Personnel will be assigned a payback shift by the Payback Coordinator and notified of the assigned payback shift via department email and voicemail.
4. The Payback Coordinator will maintain a document identifying all scheduled payback shifts. This document will be maintained in an open and visible location in the Watch Commander's Office.
5. The Payback Coordinator should assign personnel to a shift that requires a fill or a shift that would benefit from more adequate staffing levels (i.e., schedule personnel on the day of traffic court or when a shift is scheduled at minimums). The Payback Coordinator should take into consideration the shift to which personnel are assigned and should attempt to accommodate their schedules when assigning payback days to be worked, however, shift accommodation is not guaranteed.
6. Personnel who have completed a payback shift shall complete an overtime card and stamp it with the "PAYBACK" stamp, similar to how officers currently stamp their court "ON CALL" overtime cards. The overtime cards will be submitted to the Payback Coordinator on the day that the officer works. The payback hours will be noted on the Daily Timesheet with "Payback" written in the "Comments/Explanation" box.
7. It is the responsibility of the Payback Coordinator to ensure that all payback shifts are scheduled and the affected employees are advised of their payback requirements.
8. Officers may not use Comp Time or Vacation Time in lieu of working their payback shift. The Payback Coordinator will ensure that the officer's paybacks do not interfere with officer's master vacation time.

Shift scheduling and/or modifications are a Management Right. In the event of unforeseen circumstances Police Management reserves its right to adjust scheduling for the benefit of the department.

8.0.1.5 Three-Twelve Schedule

The work week for some classifications appropriate to this unit shall consist of three (3) twelve (12) hour workdays, with an additional eight (8) hour workday within a fourteen (14) day cycle. The workday, either twelve (12) or eight (8) hours, within a twenty-four (24) hour period shall be inclusive of rest periods, but exclusive of the lunch period which shall not be paid time except as may be otherwise noted in section 9.0.1.

Personnel assigned to the 3/12 schedule may include those in the following classifications:

- Jailer
- Dispatcher

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8.0.2 EXCEPTIONS

Except in case of emergency, extraordinary circumstances, special assignments or significant staffing vacancies other than those caused by scheduled vacations, approved compensatory time-off and workers' compensation related injury on duty time-off or fiscal budget appropriation limitations, the current departmental policy pertaining to the 10 hour day, 4 day week or 12 hour, 3 day week for the Police Officers and Sergeants assigned to patrol and motorcycles shall not be changed for the term of this memorandum of understanding.

In the case of civilian personnel covered by this memorandum of understanding, only the Court Officer and Police Dispatchers will also be scheduled on the 4/40 plan, subject to the same exceptions provided by the preceding paragraph.

The City agrees to provide reasonable advance written notice and to meet and confer, as required by law, with the representatives of the Police Association of Covina with specific regard to any contemplated or proposed change in scheduling as detailed herein, as may be initiated by fiscal budget appropriation limitations occurring during the term of this agreement.

8.0.3 ASSIGNMENT OF FLEXIBLE HOURS

Employees in all assignments may be assigned flexible working hours upon one-week written notice provided that any employee may voluntarily waive the one-week notice requirement; and further provided that the notice requirement may be waived by the Chief of Police in the event of an emergency (such as, but not limited to, natural calamity, civil disorder, community need, or severe staffing shortages where sufficient officers cannot be brought in on overtime). This does not apply to employees assigned to the Special Enforcement Team whose hours must remain flexible.

8.0.4 SHIFT SELECTION

The probationary employee's Division Commander will select the employee's shift from those that are available, based upon documented needs of the department and or that probationary employee. Selection will then be based on seniority.

9.0. LUNCH AND REST PERIODS

9.0.1 LUNCH (MEALTIME) PERIODS

Persons employed in assignments which include a paid meal break (including but not limited to, Dispatchers, Jailers, Community Services Officers assigned to patrol duties and Detective Bureau, Police Officers, Police Sergeants and Detectives), shall receive no other additional compensation in lieu of an on duty or duty free lunch.

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9.0.2 REST PERIODS

A rest period of fifteen (15) minutes shall be permitted for all employees, inclusive of those assigned to patrol and dispatching duties, during each half shift, which shall be scheduled by the City's department head or designated supervisor in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. The fifteen (15) minute break shall be the total time allowed and shall include travel time to and from the assigned work area.

Employees may not combine rest periods nor may they integrate them with assigned lunch periods.

10.0. SALARY AND COMPENSATION

10.0.1 SALARY ADJUSTMENT AND RANGES

Effective July 1, 2010, Step F will be available to those PAC employees who have been with the City for seven (7) years, currently at Step E effective July 1, 2010 or one year at Step E.

Effective July 1, 2011, Step G will be available to those PAC employee's who have been with the City for nine (9) years and one year at Step F.

Effective July 1, 2012, Step H will be available to those PAC employee's who have been with the City for eleven (11) years and one year at Step G.

The City shall provide a salary increase to safety members as follows:

July 1, 2013 – four (4) percent

July 1, 2014 – four (4) percent

July 1, 2015 – four (4) percent

The City shall provide a salary increase to non-safety members as follows:

July 1, 2013 – three (3) percent

July 1, 2014 – two (2) percent

July 1, 2015 – two (2) percent

10.0.1.2 FINANCIAL CRISIS LANGUAGE

The City honors its commitments and contractual obligations with its employees. In difficult and uncertain economic times, the City appreciates the input and collaborative problem solving efforts of the Police Association of Covina. In the event of a financial City crisis, the City shall

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request that the Union agree to meet and confer over potential solutions for the remaining term of the agreement. The City agrees to provide the Union all financial records available to demonstrate its concerns. In the event the parties do not meet and confer, or in the event no solution is reached between the parties, the City reserves the right under this M.O.U., Sections 4.0.3 and 13.0, Personnel Rule XVI and Covina Municipal Code 2.36.130 to exercise work force reductions, i.e. layoffs and or demotions. However, pursuant to Section 5.0.3 of this M.O.U., this memorandum cannot be modified except by mutual consent of the parties.

10.0.2 ADVANCEMENT THROUGH SALARY RANGE

10.0.2.1 NEW EMPLOYEES

The following salary plan of merit increases shall apply to all new employees.

upon initial employment

Step B - upon six (6) months' successful completion of employment at Step A

Step C - upon twelve (12) months' successful completion of employment at Step B

Step D - upon twelve (12) months' successful completion of employment at Step C

Step E - upon twelve (12) months' successful completion of employment at Step D

10.0.2.2 PROMOTED EMPLOYEES

This section shall also apply to current employees who are promoted to a higher classification or demoted to a lower classification on or after January 1, 1997.

10.0.2.3 SALARY UPON PROMOTION

Such promoted employees shall receive an increase in base salary to the greater of "A" step of the salary range in the higher classification or five percent (5%) greater than the combination of base salary, education and vocation incentive pay, and assignment pay, if applicable, not to exceed "E" step.

10.0.3 OVERTIME, COURT STANBY, AND CTO

10.0.3.1 OVERTIME

1. For safety and non-safety employees all overtime in excess of 40 hours per week or in excess of a normally assigned daily shift is to be compensated at the rate of time and one-half (T1/2X).
2. Overtime exception - Except as provided by the Fair Labor Standards Act, the following items shall be paid at Straight Time (1X) for actual time on duty:

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- A. Police Chief approved P.O.S.T. mandated and optional training;
 - B. Range/Shoot Time;
 - C. Staff meetings;
 - D. Recruit Oral Panels.
3. All employees working overtime shall have received the prior authorization from the department head or the designated supervisor.

10.0.3.2 COURT STANDBY TIME

When court standby was initiated, employees were required to remain at home in order to be able to respond to court within the designated time. With the implementation of the Fair Labor Standards Act, concern was raised over whether this practice restricted the employee as to what he could do or where he could go during the standby time, thereby constituting "hours worked." In order to revert to the former practices of implementing standby time employees are no longer required to remain at home but must be able to respond to court within 30-45 minutes of being called. Employees are not restricted to what they can do or where they can go during this standby time. Upon reporting for duty, an employee is no longer eligible to be compensated for court standby time. Employees on standby will be compensated as follows:

Effective February 1, 1995, three (3) hours standby allowed for both morning and afternoon sessions at straight time rate if employee is kept on call; if an employee appears in court in response to a subpoena, he is compensated at time and one-half and is given a minimum of two hours or actual time if greater.

Effective June 1, 1997, two hours at straight time will be paid to employees who are released from court standby with less than 24 hours notice. Acceptable notification will include person to person contact, page and/or message left at employee's residence or other telephone number on file with department. Departmental documentation of failed attempts to contact the employee more than 24 hours in advance will be accepted as notification.

When an employee is subpoenaed or otherwise lawfully required to appear, during off-duty hours, in court, at deposition or before any board or judiciary in the performance of the employee's duties, the employee will be compensated, at a minimum of three (3) hours, at time and one half from the required time of appearance. In the event the employee's work shift starts prior to the completion of the three (3) hours, at the onset of the employee's shift, the employee will cease to be compensated at time and one half and shall be compensated at straight time.

10.0.3.3 COMPENSATORY TIME OFF

Compensatory time off may be given in lieu of paid overtime if agreed to by both the department head (or designee) and the employee. Compensatory time off accrual shall be limited to 40 hours and administered in accordance with the Fair Labor Standards Act. Compensatory time off will be granted at the rate of time and one-half (T1/2X).

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10.0.3.4 HOLIDAY OVERTIME - SEE "FIXED AND FLOATING HOLIDAYS."

10.0.3.5 COMPENSATION FOR OFF DUTY CALL BACKS

Unit employees called back from home for off duty overtime shall receive a minimum of two hours time and one half pay. Such call back requests shall be approved by the on duty supervisor prior to an employee being called back. Timekeeping for the two hour minimum shall begin upon reporting to the work site or crime scene, whichever is applicable. Employees called back to work due to their own errors, omissions or negligence shall not be subject to the minimum two hours of overtime pay, however may be subject to an overtime payment equal to the time actually worked.

10.0.4 ACTING APPOINTMENT COMPENSATION

When a full-time, budgeted position becomes vacant as a result of either a permanent separation or the extended absence of an employee, another employee may be assigned by the Police Chief to work in a higher classification on an acting temporary basis upon the approval of the City Manager. When such employee(s) has completed five (5) consecutive acting workdays in any calendar month, such employee shall be entitled to acting pay beginning on the sixth (6) workday.

Such acting pay shall be paid at a minimum of five (5%) above the employer's regular base pay, and applicable incentive pays or at "A" step of the assigned salary range for the class, whichever is greater.

10.0.5 SPECIAL ASSIGNMENT COMPENSATION

10.0.5.1 POLICE OFFICERS

Personnel regularly assigned by the Chief of Police to the following assignments shall be paid the following percentages of base salary:

1. Detective - Seven and one-half percent (7.5%)
2. Motorcycle/Traffic Officer - Five percent (5%)
3. School Resource Officer - Five percent (5%)
4. Field Training Officer - Five percent (5%)

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Safety personnel receiving Special Assignment Compensation as a School Resource Officer will work a 3/12 or 4/10 shift when school is not in session (i.e., Christmas or Summer breaks).

10.0.5.2 POLICE DISPATCHERS

Police Dispatchers may be assigned by the Chief of Police to a Communications Training Officer. Assignment pay for Communications Training Officer shall be five percent (5%) of base salary. The City reserves the right to deviate from the three (3) assignments as the needs of the service require.

Dependent on the completion of the job description, the selection for the Communications Training Officer shall be comprised of the following:

1. The Chief of Police will have the right to select any dispatcher not on probation to serve as a Communications Training Officer.
2. A dispatcher so selected will receive additional compensation as noted in Article 10 of this M.O.U.
3. The Chief of Police will balance the assignments covering every watch of which there are three (3).
4. Seniority will be utilized per the Communications Training Officer's service time with the department with regard to selection of watches and days off.
5. It is understood that the needs of the Department must have priority over days-off and watch assignments in order to accomplish the training needs.

10.0.5.3 BILINGUAL PAY

Employee classifications appropriate to this unit may receive \$100.00 per month lump sum payment for possessing the ability to speak and understand a second language. The City, in conjunction with a local high school, community college, college or other source, will develop an appropriate examination and certify such employee(s) language abilities. Employees are eligible to apply for bilingual pay six (6) months after hire date.

The City reserves the right, as the needs of the City dictate, to certify as many employees as it sees fit and also reserves the right to determine from what departments and classifications these employees are selected as best suits the City's needs.

10.0.6 EDUCATION AND VOCATION INCENTIVE PAY

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10.0.6.1 AVAILABILITY

The Education and Vocation Incentive Program shall be available to sworn Police personnel who have successfully completed the appropriate probationary period. Completion of the probationary period is not required for present employees who have successfully completed probation, or for employees who undergo promotional probation.

The purpose of the program is to compensate personnel who have attained desired educational goals/and or who have attained an aggregate of experience and training as verified through the award of Peace Officer Standards and Training certificates. Further, effective July 1, 2013, in order to qualify for the Education Incentive Pay, the degree(s) must be earned by a college or university that is accredited by the Western Association of Schools and Colleges, or a similar regional accrediting association as determined by the Human Resources Director. Degrees obtained via online institutions who are not accredited by any regional accrediting association will not qualify for Education Incentive.

10.0.6.2 AMOUNTS AND STANDARDS

Employees are requested to notify their supervisor, in writing, within thirty (30) days of knowledge of eligibility for Education and Vocation Incentive Pay. Education and Vocation Incentive Pay in the amounts set forth, shall be awarded to an employee effective the date during employment with the City of Covina on which the certificate/degree was issued:

1. Police Officer

A. An amount equal to two percent (2%) over base salary for:

- Attainment of POST Intermediate Certificate; and
- A most recent performance evaluation rating which shows that overall performance meets or exceeds requirements.

B. An amount equal to four percent (4%) over base salary for:

- Possessing an Associate of Arts degree or successfully completing job related classes at a college or university which would qualify as an A.A. degree; and
- A most recent performance evaluation rating which shows that overall performance meets or exceeds requirements;

or

- Attainment of POST Advanced certificate; and
- A most recent performance evaluation rating which shows that overall performance meets or exceeds requirements.

C. An amount equal to six percent (6%) over base salary for:

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- Possessing an Associate of Art degree or successfully completing job related classes at a college or university which would qualify as an A.A. degree; and
- Attainment of POST Intermediate Certificate; and
- A most recent performance evaluation rating which show that overall performance meets or exceeds requirements.

D. An amount equal to seven percent (7%) over base salary for:

- Possessing an Associate of Arts degree or successfully completing job related classes at a college or university which would qualify as an A.A. degree; and
- Attainment of POST Advanced Certificate; and
- A most recent performance evaluation rating which shows that overall performance evaluation rating which shows that overall performance meets or exceeds requirements.

E. An amount equal to eight percent (8%) over base salary for:

- Possessing a Baccalaureate degree in a job-related area; and
- A most recent performance evaluation rating which shows that overall performance meets or exceeds requirements.

F. An amount equal to nine percent (9%) over base salary for:

- Possessing a Baccalaureate degree in a job-related area; and
- Attainment of a POST Advanced Certificate; and
- A most recent performance evaluation rating which shows that overall performance meets or exceeds requirements.

10.0.6.3 TREATMENT OF EDUCATION AND VOCATION INCENTIVE PAY

Education and Vocation Incentive pay amounts shall be paid as part of the Police Officer's normal salary and shall be treated as salary for purposes of deductions, such as retirement, income tax, and the like.

10.0.6.4 SATISFACTION REQUIREMENTS

Education and Vocation Incentive pay shall not be automatic. Qualifications, certifications and ratings, provided herein shall be to the satisfaction of the Chief of Police.

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10.0.6.5 ELIGIBLE DEGREES

The supplemental pay program is amended such that the AA, BA and Graduate degrees can be obtained in a non-job related degree area and remain eligible for supplemental pay under these program guidelines.

Eligible job related degree areas will include the following:

1. criminal justice/safety
2. police science
3. business administration and related business majors
4. public administration
5. political science
6. management
7. psychology
8. sociology
9. law
10. Any other degree area pre-approved in writing by the Police Chief and the Personnel Director before degree course work is begun.

10.0.6.6 GRANDFATHERED EMPLOYEES

Those employees of record as of December 31, 1987, and currently receiving supplemental pay for their current degree achieved will be grandfathered. However, to receive supplemental pay at a higher level of remuneration for a higher degree achieved, such degree shall be among those listed under subsection 5 herein.

10.0.7 FIELD TRAINING OFFICER PROGRAM, ASSIGNMENTS, AND RECOGNITION OF SENIORITY

Dependent and contingent upon budget appropriations approved by the City Council, the City will utilize the Field Training Officer Program. It is understood that the program will incorporate these following items affecting the involved employees:

1. The Chief of Police will have the right to select any officer not on probation to serve as a Field Training Officer.
2. An officer so selected will receive additional compensation as noted in Article 10 of this M.O.U.
3. The Chief of Police will balance the assignments covering every watch of which there are three (3).

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4. Seniority will be utilized per the Field Training Officer's sworn service time with the department as regards selection of watches and days off.
5. It is understood that the needs of the Department must have priority over days-off and watch assignments in order to accomplish the raining needs.

11.0. HOLIDAYS AND LEAVES OF ABSENCE

11.0.1 FIXED AND FLOATING HOLIDAYS

The amount of leave time granted to an employee not assigned to shift work for fixed and floating holidays is dependent on the employee's current assignment (CSO, Property Evidence, Court Officer, Sergeants not assigned to the Patrol Division and Sworn employees assigned to the Detective Bureau). Employees on a 5/40 work schedule receive twenty-four (24) hours, employees on a 9/80 work schedule receive twenty-seven (27) hours, and employees on a 4/10 work schedule receive thirty (30) hours of floating holiday leave. There shall be no carry over permitted. Such floating holidays may be used only at such time after the employee has successfully completed probation or six (6) months of service.

11.0.1.1 HOLIDAYS DEFINED

For the classifications listed under the "Recognition," section herein, the following thirteen (13) eight (8) hour days shall be established as holidays

1. New Year's Day
2. Martin Luther King Jr. Day
3. Lincoln's Birthday*
4. Third Monday in February, (President's Day)
5. Last Monday in May, (Memorial Day)
6. July Fourth, (Independence Day)
7. First Monday of September, (Labor Day)
8. Second Monday of October, (Columbus Day)*
9. November 11, (Veteran's Day)
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day
13. One additional floating holiday.*

* SEE "FLOATING HOLIDAYS" BELOW

11.0.1.2 COMPENSATION IN LIEU OF FIXED HOLIDAYS

Compensation in lieu of fixed holidays for shift employees is as follows:

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1. In lieu of fixed holidays, shift employees shall be compensated with thirteen (13) hours per month holiday pay at their regular rate of pay.
2. Shift employees working a designated holiday will be compensated at their regular rate of pay.
3. A shift employee called back to work on a holiday shall be compensated at time and one-half (1 ½) for all hours worked.
4. Shift employees assigned to non-shift duty shall have the annual floating holiday hours for non-shift employees (twenty-four hours) based upon the number of months remaining in the calendar year.
5. For purposes of payroll, when a PAC employee is in a leave-without-pay status, or separates from City service, payment of the 13 hour Holiday Pay provision shall be prorated, and paid at straight time according to the percentage of paid hours that the employee worked for that month.

Compensation in lieu of fixed holidays for non-shift employees is as follows: (new section)

1. Non-shift employees are advanced twenty-four (24) hours of floating holiday pay in January of each year based upon a full year of employment; floating holidays are accrued at two (2) hours per month.
2. If a non-shift employee separates from City service and that employee has utilized more floating holiday time than has been accrued, the time will be deducted from the employee's final paycheck.
3. If a non-shift employee is assigned to shift duty and that employee has utilized more floating holiday time than has been accrued, the time will be deducted from the employee's next paycheck.

Non-shift, safety non-patrol employees are given a day off with regular pay for each designated holiday.

11.0.1.3 FLOATING HOLIDAYS

For sworn officers assigned to the Detective bureau, for Community Services Specialist, Court Officer, Parking Enforcement Officer, and Property Evidence Clerk, Lincoln's Birthday, and Columbus Day, as designated above (*), and a third floating holiday, may be used as floating holidays without restriction as to purpose or incremental use within the calendar year. Employees assigned to Patrol, Communications, and other shift employees will be compensated for this third floating holiday in November. There shall be no carry over permitted. The floating holidays shall accrue to permanent employees on January 1 of each year, except as noted herein.

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It is noted that the Admissions Day holiday previously enjoyed is deleted in favor of the Friday following Thanksgiving.

The classifications of Community Service Officer, Dispatcher, Jailer, Police Officer and Police Recruit shall enjoy the thirteen (13) eight (8) hour holidays enumerated in section 11.0.1.1, either the day-off or paid.

Employees shall receive prior written permission from the employee's supervisor when requesting floating holidays. Such request may be granted after due consideration of the employee's needs, however, department service and staffing levels will have primary weight in the decision.

Floating holidays may also be used in emergency and other unforeseen circumstances. In this event the employee shall notify the Department Head or department head's designee prior to the time set for the beginning of the shift of his/her reporting status.

11.0.1.4 HOLIDAY ON SUNDAY

When a holiday falls on a Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on a Saturday, the preceding Friday shall be observed in lieu thereof.

11.0.1.5 NON-SHIFT EMPLOYEE REQUIRED TO WORK A HOLIDAY

If a non-shift employee is required to work on any of the above holidays, he/she may be granted a holiday on some other day during the calendar year at such time as the department head allows the employee's absence in accordance with the department work program; or he/she may be granted overtime pay.

If such worked holiday is not restored by conclusion of the calendar year the employee will be paid in lieu thereof at once and one-half times their regular hourly pay rate.

11.0.1.6 ACCRUAL OF FLOATING HOLIDAYS - NEW EMPLOYEES

New employees shall be pro-rated 2.5 hours per month effective the first of the month after the employee's hire date. As an example, an employee who starts on February 15 will be provided 25 floating holiday hours on March 1.

11.0.2 SICK LEAVE, FAMILY SICK, BEREAVEMENT LEAVE

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11.0.2.1 EARNING AND ACCUMULATION OF SICK LEAVE

1. Employees hired on or before December 31, 1990:
All employees hired to a position classification covered by this MOU as on or before December 31, 1990, shall receive twelve (12) eight (8) hour days per year paid sick leave with unlimited accumulation in accordance with the Personnel Rules and Regulations of the City of Covina concerning sick leave. The earning of sick leave is prorated at the rate of one (1) eight (8) hour day per complete month worked.
2. Employees hired on or after January 1, 1991:
All employees hired into a position classification covered by this MOU on or after January 1, 1991, shall receive twelve (12) eight (8) hour days per complete year worked. The earning of such sick leave is prorated at the rate of one (1) eight (8) hour day per complete month worked. However, these employees are limited to an accumulation limit of one hundred and twenty (120) eight (8) hour days and thereafter all excess leave earned and unused will be void with no compensation due the employee.
3. Effective the first pay period upon approval of the negotiated points (Council action of September 7, 2010), accrual of paid sick leave will be ten (10) work hours per month. Sick leave used shall be deducted from the employee's accrued leave balance on an hour-for-hour basis.

11.0.2.2 PAY OFF OF ACCUMULATED SICK LEAVE UPON TERMINATION OF EMPLOYMENT

1. Employees hired on or before December 31, 1990:
Upon termination of employment, fifty percent (50%) of accumulated sick leave shall be compensated to the employee at his or her base hourly rate of pay unless otherwise provided by State Law. For example, an employee with 200 accumulated days would receive 50% of the 200-day maximum, or 100 days.

This benefit to be forfeited in any individual case of disciplinary termination.

2. Employees hired on or after January 1, 1991:
Upon termination of employment, fifty percent (50%) of accumulated sick leave, up to a maximum of 120 days, shall be compensated to the employee at his or her base hourly rate of pay unless otherwise provided by State Law. For example, an employee with 120 accumulated days would receive 50% of the 120 day maximum, or 60 days.

This benefit to be forfeited in any individual case of disciplinary termination.

11.0.2.3 USE OF SICK LEAVE EARNED

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1. Employee's need: The employees covered by this memorandum of understanding may use this earned sick leave for the following purposes:
 - A. In case of the employee's necessity and actual sickness or disability.
 - B. In the case of an employee's need to receive preventive medical or dental examinations or services from a licensed health-care practitioner.
2. Employee's family's need: In the case where an employee is required to be absent to provide temporary assistance in a situation where injuries or illness, sick and non-sick preventative illness appointments with licensed health care professionals for members of the employee's immediate family residing in the employee's household/domicile (father, mother, brother, sister, spouse, children, step-children, grandmother, grandfather, registered domestic partner) at the time of the requested use and which requires the care and attention of the employees.
3. For death in family: Up to three (3) days (on each separated occasion) in the even of death to a member of the employee's immediate family (father, mother, brother, sister, spouse, children, step-children, grandmother, grandfather, in-laws, registered domestic partners). An additional two (2) days paid sick eave may be granted by the Chief of Police if the funeral location is five hundred (500) miles or more (one-way) away from the City of Covina.
4. Family Medical Leave Act: Employee may use sick leave for family purposes that meet the guidelines of serious medical condition under the FMLA/CFRA. Employee shall request such leave in accordance the City FMLA policy.
5. Each calendar year, an employee can convert one (1) shift per year of sick leave for household or personal emergencies.

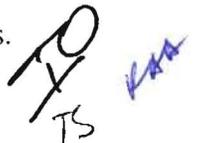
11.0.3 VACATION LEAVE

11.0.3.1 ADMINISTRATION

Vacation leave will be administered in accordance with the City of Covina Personnel Rules and Regulations as set forth herein below:

All employees in the competitive service shall be entitled to annual vacation leave with pay except the following:

1. Employees who have served less than six (6) months in the service of the City. However, vacation credits for the time may be granted to each such employee who later receives a permanent appointment.
2. Employees who work on a provisional basis and all part-time or hourly employees.



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Employees being rehired within one (1) year of separation from City employment shall be allowed to continue to accrue vacation leave at their previous rate.

The time during a calendar year at which an employee may take his vacation shall be determined by the department head with due regard for the wishes of the employee and particular regard for the needs of the service. If the requirements of the service are such that an employee must defer part of all of his annual vacation in a particular calendar year, the appointing authority may permit the employee to take such deferred vacation during the following calendar year.

For the purposes of computing vacation leave, Saturday, Sunday and official holidays will not be counted as work days, except for those working rotating shifts, whose normal work days may be irregular.

In the event one or more municipal holidays fall within an annual vacation leave, such holidays shall not be charged as vacation leave, and the vacation leave shall be extended accordingly.

Each Division Commander shall schedule vacations for their respective Divisions.

Vacations are to be selected and established on the basis of seniority or service according to rank. Sworn employees selection lists are determined by hire as a Police Officer or promotion date irrespective of the length of service in a particular division or assignment.

Division Commanders will submit a completed vacation schedule to the Chief of Police by December 31 of each year, covering a twelve (12) month period beginning January 1 of the following year.

The vacation schedule will insure that:

1. Not more than two (2) Police Officers assigned to the patrol division are on vacation at the same time.
2. Not more than two (2) Detectives assigned to the Detective Division are on vacation at the same time.
3. Only one (1) Jailer, one (1) Dispatcher, one (1) Records Clerk, one (1) Motor Officer, one (1) Patrol Supervisor, one (1) Detective Supervisor and one (1) School Resource Officer may take vacation at the same time.

The Patrol Division Commander may authorize more than two (2) Police Officers to be on vacation from the Patrol Division at the same time if the best interests of the Division are not adversely affected. The Chief of Police may authorize exceeding any of the above limits upon special request and upon a finding of unusual circumstances and that exceeding the limits is in the best interest of the department.

1. An employee who is displaced from the vacation schedule by a senior employee, may, during the first twenty (20) days following the displacement make another vacation selection.

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- a. Of any open vacation period, or
- b. By consensus with other employees, or
- c. By displacing a junior employee on the vacation schedule.

An employee displaced by this option, may make another vacation selection, following the same procedure authorized for an employee displaced by a reassigned employee.

Any changes in the finalized vacation schedule caused by conflicts of reassigned employees will be submitted in writing to the Chief of Police for updating the master vacation schedule.

11.0.3.2 VACATION EARNING SCHEDULE-NON-SWORN

For those non-sworn employees covered by this MOU as of June 1, 1997, the time allowed annually upon completion of the specified year of service:

1-4 Years Complete	96 hours	Accrued at 8.00 hours per month
5-9 Years Complete	144 hours	Accrued at 12.00 hours per month
10-14 Years Complete	168 hours	Accrued at 14.00 hours per month
15-20 Years Complete	200 hours	Accrued at 16.67 hours per month
21 or more years	208 hours	Accrued at 17.33 hours per month

11.0.3.3 VACATION EARNING SCHEDULE-SWORN

For sworn employees covered by this MOU as of June 1, 1997, the time allowed annually upon completion of the specified year of service:

1-4 Years Complete	104 hours	Accrued at 8.67 hours per month
5-9 Years Complete	152 hours	Accrued at 12.67 hours per month
10-14 Years Complete	168 hours	Accrued at 14.00 hours per month
15-20 Years Complete	200 hours	Accrued at 16.67 hours per month
21 or more years	208 hours	Accrued at 17.33 hours per month

11.0.3.4 VACATION SCHEDULING

The Chief of Police may allow more than the designated number of persons to take vacation during a vacation period when staffing levels, as determined by the Chief of Police, so allow.

The time during a calendar year at which an employee may take his/here vacation shall be determined by the department head with due regard for the wishes of the employee and primary regard for the needs of service.

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If the requirements of the service are such that an employee must defer part of or all of his/her annual vacation in a particular calendar year, the Chief of Police may permit the employee to take such deferred vacation during the following calendar year.

11.0.3.5 EMERGENCIES

In the event of an emergency situation, such as but not limited to natural calamity, civil disorder, or a severe shortage in staffing levels where sufficient officers cannot be brought in on overtime, the Chief of Police may cancel or postpone an employee's scheduled vacation.

11.0.3.6 VACATION REQUESTS

Each employee shall designate their "primary" vacation request at the beginning of each calendar year by seniority. Any employee may take additional vacation time during the year provided it does not conflict with another employee's "primary" vacation. No employee shall be allowed to take more than five (5) consecutive weeks' vacation at any one time except by the written permission of the Chief of Police. Vacation selection shall be administered in accordance with this MOU.

11.0.3.7 VACATION RESTRICTIONS BY CLASSIFICATION

The following number of employees in their respective classifications or assignments may be allowed on vacation during any one vacation period. Vacation time shall not be unreasonably, capriciously or arbitrarily withheld.

- Detective Sergeant (1)
- Dispatcher (1)
- Jailer (1)
- Detective (2)
- Patrol Officer (2)
- Motorcycle Officer (1)
- Community Services Specialist (1)
- Community Services Officer (1)
- Court Officer
- School Resource Officer (1)

Only one (1) Police Officer at a time that is assigned to the Burglary Detail, Special Enforcement Team, or the Crimes Person Detail shall be allowed on vacation at the same time.

11.0.3.8 ACCUMULATION AND PAYOFF

1. ACCUMULATION LIMITATION

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Accumulation of earned vacation shall be allowed up to 400 hours. The determination of status as regards an employee staying within the accumulation limit will be made each March 15 with payment for said time to be on the first paycheck in April.

If the employee fails to utilize earned vacation over this limitation amount, the City will compensate the employee for all of said time at the straight time (1x) rate of base pay of the time to bring the accumulation level to the specified maximum.

2. **PAY OFF PRIOR TO TERMINATION**

With written consent of the City Manager, an employee may sell back to the City his or her accumulated vacation at the employee's straight time (1x) rate of base pay. The City Manager may approve payment of all, a portion of or none of said request depending upon available funds and anticipated workload of the individual employee as determined by the City.

3. **PAY OFF UPON TERMINATION**

Upon termination from the City's service, unused vacation time will be compensated for at the employee's current base hourly rate of pay.

11.0.4 MATERNITY LEAVE

Employees shall be granted maternity sick leave in accordance with the City's sick leave program and the following provisions:

1. In all cases of pregnancy, the employee shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of her physician of her ability to perform her normal work assignment. Such statement shall be furnished as soon as practical after a determination of pregnancy has been made.
2. A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position.
3. A pregnant employee shall be permitted to be absent and for the period during which, in the opinion of her attending physician and when necessary, the City physician, she is temporarily disabled due to pregnancy related conditions.
4. Within four (4) weeks after the termination of pregnancy, an employee shall provide the City with a written statement from her physician as to the date the employee shall be able to safely return to work. Failure to return to work on the date designated by her physician shall be deemed a voluntary resignation from her City employment unless the City agrees, in writing, to a later return date. Should the employee request, the City is required to grant leave of absence in accordance with the Family Medical Leave Act and the California Family Rights Act.

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5. The City may, at its option and at City cost, require an independent medical opinion concerning the employee's ability to safely continue to perform her duties or safely return to work.
6. An employee disabled due to pregnancy related conditions and recovery shall be entitled to exhaust accumulated paid sick leave time and paid vacation time prior to being placed in an authorized leave of absence without pay status. In no event should such leave extend beyond 120 days. (GC 12945)
7. An employee disabled due to pregnancy related conditions and recovery therefrom shall accrue seniority and other benefits in the same manner as such benefits are accrued by any other disabled employee.

11.0.5 FAMILY MEDICAL LEAVE

Employees shall be granted family care and medical leave in accordance with applicable federal and state law and City policy.

11.0.6 JURY DUTY

Employees shall be granted leave with pay for fifteen days of jury duty service.

Upon being excused from jury service for any day, an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his/her regular workday. Paid jury duty leave will be prorated in half-day increments based on employee's regular scheduled work hours.

11.0.6.1 NON-WORK RELATED APPEARANCE

In the case where an action does not pertain to a job-related matter, leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his or her attendance under penalty prescribed by law. The employee may also seek approval of use of his/her earned vacation, floating holiday or other applicable leave to cover the required time off.

12.0. OTHER EMPLOYEE BENEFITS

12.0.1 HEALTH AND OPTIONAL BENEFIT PROGRAMS

12.0.1.1 HEALTH

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Effective April 1, 1995, the City shall contribute \$16 per month per eligible employee toward the approved health care plan of the employee's choice under PEHMCA. Every full-time active employee must be covered by a health care plan approved by the City.

Effective the first full pay period following January 1, 2004, the PEMCHA contribution shall be increased to \$32.30 for all unit members.

Effective the first full pay period following January 1, 2005, the PEMCHA contribution shall be increased to \$48.40 for all unit members.

Effective the first full pay period following January 1, 2006, the PEMCHA contribution shall be increased to \$64.60 for all unit members.

During the term of this agreement, the Union and the City shall explore alternatives to the present medical insurance program in the City's Benefits Committee.

The Association will agree to meet and confer during the term of the MOU as to replacing PEMCHA with comparable health insurance provided no changes will be implemented except upon mutual agreement between the PAC and the City.

12.0.1.2 OPTIONAL BENEFITS

Effective January 1, 2012, the benefit amount will increase to \$960 per month

Effective July 1, 2013, current employees opting out of the City's health plan may cash out the employee's entire flex benefit amount but no more than \$750 per month. Employees hired on or after September 8, 2010 can cash out no more than \$400 per month.

The employee may receive these amounts in cash or may elect to use it for coverage for him/herself or his/her dependents for City approved benefit options, including but not limited to, dental insurance, supplemental life insurance or deferred compensation plan. Any monies received in cash will be considered as taxable income.

12.0.1.3 RETIREE BENEFITS

During the term of this agreement, the City shall contribute the required contribution, per retiree, under PEMCHA, for so long as the City is enrolled in the PERS Health Plan.

Effective December 31, 1996, the City shall contribute \$472 per month per *eligible retiree* toward optional benefit plan until the beginning of the month the retiree reaches Medicare age. Each *eligible retiree* may receive this amount in cash or may elect to use it for coverage for him/herself for city-approved benefit options. Upon reaching Medicare age, an eligible retiree



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shall receive \$31.20 per month toward optional benefits. Any monies received in cash will be considered as taxable income.

Eligible retiree means any person who meets the retirement eligibility standards of the Public Employee's Retirement System and either was a current full time employee on or before December 31, 1996 or is a person who has ten (10) years of cumulative service as a full time employee with the City of Covina subsequent to December 31, 1996, who culminates his/her employment with the City of Covina. An employee retiring due to job-related disabilities shall be entitled to supplemental retiree benefits.

**12.0.1.4 RETIREE OPTIONAL BENEFIT PLAN AND MISCELLANEOUS PERS
RETIREMENT CONTRACT RE-OPENER**

The City and the Association agree to reopen the contract for the purpose of discussing the Retiree Optional Benefit Plan and enhanced PERS retirement options for Miscellaneous employees. The parties agree there is not implied commitment by the City to enhance the Optional Benefits Plan and PERS retirement plan by agreeing to this contract re-opener. The parties further agree that no changes will be implemented except upon mutual agreement between the PAC and the City.

12.0.2 EMPLOYEE RETIREMENT PROVISIONS

12.0.2.1 SAFETY EMPLOYEES

Maintain the present contract with Public Employee's Retirement System with the following provisions:

1. 1957 Survivors Benefit
2. 1959 Survivors Benefit (GC 21583)
 - A. Employee contributes \$2.00 per month.
 - B. Level IV coverage.
3. One year final compensation (single highest year) effective July 1, 1979 (GC 20042).
4. 2% at 50 retirement option, effective July 1, 1989
5. 3% at 50 retirement plan effective July 18, 2000
6. Unused and unpaid sick leave toward retirement credit purposes. (GC 20965)
7. \$600 payment, Retired Death Benefit. (GC 21622)

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8. Employees covered by this Memorandum of Understanding hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.
9. Upon City Council's September 7, 2010 approval of the negotiated items, Human Resources will commence the two-tiered retirement system of 3%@55 for new hires. Human Resources will send written communication to the PAC president advising him/her of the date of the change for the two-tiered retirement system. New sworn hires after January 1, 2011 will also contribute 3% of the 9% PERS employee portion effective the first pay period after the 3%@55 retirement is in effect.
10. Safety members shall contribute the following to the cost of PERS retirement benefit
- * July 1, 2013 — four (4) percent of the PERS members' contribution via payroll deduction
 - * July 1, 2014 — an additional four (4) percent of the PERS members' contribution via payroll deduction (for a cumulative total of six (8) percent
 - * July 1, 2015 — an additional one (1) percent of the PERS members' contribution via payroll deduction (for a cumulative total of nine (9) percent.

Should the City's employer cost of providing the PERS retirement benefit for safety employees meet or exceed twenty-five (25) percent during the term of this Agreement, both parties agree to a reopener to discuss if the safety members shall contribute an additional one percent of salary on the employer side.

11. On September 12, 2012, Governor Brown signed into law the Public Employees' Pension Reform Act of 2012 ("PEPRA"). Among other provisions, PEPRA adopts a compulsory formula and mandatory contributions for certain employees that are defined as new members. As applied to the City, the term "New Member" refers to the following employees:

- (1) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
- (2) An employee who was previously an active member in CalPERS through any employer other than the City and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

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As a result of PEPRA, the City will now have three separate tiers of retirement benefits the application of which depends on an employee's status as a new member. CalPERS-eligible employees that were hired before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not new members, as defined above, are referred to as "classic members."

(A) Classic Members—Those hired on or before 12/31/10 will realize the 3%@50 retirement plan. Employees hired on or before 1/1/11 to 12/31/12 will realize a retirement of 3%@55..

(B) New Members—The retirement benefit formula for new members is 2.7% per year at age 57. Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment. As of January 1, 2013, the PERSable compensation of new members will be capped at \$133,440 as the City does not pay into Social Security. This amount will be adjusted periodically by CalPERS. In addition, PERSable compensation will be determined in accordance with the definition of "pensionable compensation" set forth in Government Code Section 7522.34 as interpreted by CalPERS.

New members are required to pay a portion of the cost for the 2.7% per year at age 57 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2.7% per year at age 57 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees. The mandatory contribution for new members for the 2013-14 fiscal year is 6.75%. This rate will be subject to adjustment.

12.0.2.2 MISCELLANEOUS (NON-SAFETY) EMPLOYEES

Present contract with Public Employees Retirement System "The 1/50 at age 60 Formula" (2% per year at age 55), with the following provisions:

1. One-half pay continuance (GC 21629)
2. 1957 Survivors Benefit
3. 1959 Survivors Benefit (GC 21583)

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- A. Employee contributes \$2.00 per month
 - B. Level IV coverage.
4. One year final compensation (single highest year) per (GC 20042)
 5. Employees covered by this MOU shall receive the opportunity to buy military service credit for retirement purposes, in accordance with the Government Code, Section 21024.
 6. Maintain unused unpaid Sick Leave Credit toward retirement credit (GC 20965) for non-safety employees.
 7. \$600 Retired employee death benefit (GC 21622).
 8. 2.5% at 55 retirement plan effective April 21, 2010.
 10. Effective September 16, 2010 (the first pay period after Council approval of the negotiated items), non-sworn members PAC members will contribute 3% of the 8% PERS employees portion.
 11. Non-Safety members shall contribute the following to the cost of PERS retirement benefit:
 - * July 1, 2013 — three (3) percent of the PERS members' contribution via payroll deduction for a cumulative total of six (6) percent.
 - * July 1, 2014 — an additional two (2) percent of the PERS members' contribution via payroll deduction (for a cumulative total of eight (8) percent).

Should the City's employer cost of providing the PERS retirement benefit for non-safety employees meet or exceed twenty-three (23) percent during the term of this Agreement, both parties agree to a reopener to discuss if the non-safety members shall contribute an additional one percent of salary on the employer side.

12. On September 12, 2012, Governor Brown signed into law the Public Employees' Pension Reform Act of 2012 ("PEPRA"). Among other provisions, PEPRA adopts a compulsory formula and mandatory contributions for certain employees that are defined as new members. As applied to the City, the term "New Member" refers to the following employees:
 - (1) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
 - (2) An employee who was previously an active member in CalPERS through any employer other than the City and who, after a break in

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service of more than six months, returns to active membership in CalPERS with the City.

As a result of PEPRA, the City must have two separate tiers of retirement benefits the application of which depends on an employee's status as a new member. CalPERS-eligible employees that were hired before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not new members, as defined above, are referred to as "classic members."

(C) Classic Members—Those hired on or before 12/31/12 will realize the 2.5%@55 retirement plan.

(D) New Members—The retirement benefit formula for new members is 2% per year at age 62. Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment. As of January 1, 2013, the PERSable compensation of new members will be capped at \$133,440 as the City does not pay into Social Security. This amount will be adjusted periodically by CalPERS. In addition, PERSable compensation will be determined in accordance with the definition of "pensionable compensation" set forth in Government Code Section 7522.34 as interpreted by CalPERS.

New members are required to pay a portion of the cost for the 2% per year at age 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2% per year at age 62 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees. The mandatory contribution for new members for the 2013-14 fiscal year is 6.75%. This rate will be subject to adjustment.

12.0.3 SAFETY AND UNIFORM RELATED EQUIPMENT

The City agrees to supply all Police Officers and Police Sergeants safety equipment as required by law as well as certain uniform related equipment.

Following initial issue, all of the following items will be replaced on a "fair wear and tear" basis as determined by the appropriate supervisory evaluating authority of the Covina Police Department:

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Gun
Holster
Sam Brown Belt
Baton
Handcuffs
Raincoats
Rain Boots
Cap Cover (Rain)
Handcuff Case
Baton Holder
Cartridge Case
Whistle
Flashlight
Ammunition
Flashlight Batteries
Flashlight Bulbs
Body Armor
OC spray
OC spray holder
Riot Helmets, with neck and face protectors
Nametag
Inner Belt
All other items as mentioned in the Government Code, Section 50081.0

12.0.4 UNIFORM ALLOWANCE AND MAINTENANCE

12.0.4.1 ELIGIBILITY AND AMOUNTS

Where and whenever the City requires an employee covered by this M.O.U. to wear a uniform, the City will provide the uniform and pay for its upkeep and replacement as noted herein below. The wearing of a uniform is solely a decision of the City. The employee will not wear the uniform except on duty, and to and from work.

Classifications represented by this Memorandum shall receive an annual clothing and maintenance allowance to be administered by the Police Department. The amount to be received is as follows:

1. Effective with the first full pay period following ratification of this MOU, all unit members shall receive the following:

July 2013	\$750 per year (paid at \$62.50 per month)
July 2014	\$800 per year (paid at \$66.67 per month)
July 2015	\$800 per year (paid at \$66.67 per month)

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2. It is also understood that sworn personnel assigned to plain clothes assignments may use uniform allowance for civilian attire used in the course of duty so long as the Chief of Police or his designee approves the type of civilian attire.
3. Employees are not eligible for a clothing allowance unless they have completed twelve (12) months of employment with the City.
4. It is understood that non-sworn personnel may no longer be required to wear uniforms, depending on assignments, at the City's option. In such discontinued situations no clothing allowance will be provided.
5. Effective July 1, 1991, employees will no longer be required to submit receipts to receive their annual uniform allowance.

12.0.4.2 USUAL WEAR AND TEAR

Regarding "usual wear and tear" to uniforms, those uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee, providing prior written consent for such services has been given by the Police Chief or his designee to the requesting employee.

12.0.5 AUTO MILEAGE REIMBURSEMENT

When an employee is authorized by his/her supervisor to use his/her private vehicle to perform official City business, the employee will be compensated at the current IRS rate per mile allowance.

Employee's desiring to use their personal vehicles on authorized City business must provide the City's risk management office with evidence of personal automobile insurance coverage in such minimum limits as required by the State of California. Such evidence could include a letter from an employee's insurance agent or company or copy of such insurance policy face sheets identifying name, coverage dates, limits and vehicles coverage.

Such documents should be filed annually upon the employee's automobile insurance renewal.

12.0.6 LIFE INSURANCE

In addition to benefits provided in subsection 12.0.1.3, effective January 1, 2010, the City shall provide a \$100,000 Life Insurance policy for each sworn and non-sworn employee covered by this memorandum of understanding with the City paying the cost of the premium.

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12.0.7 LONG TERM DISABILITY

12.0.7.1 SWORN EMPLOYEES

In addition to benefits provided in subsection 12.0.1.3, effective July 1, 2013, , the City will be billed directly for Long Term Disability insurance.

The same provisions for Long Term Disability are not changing and will continue as currently exists.

12.0.7.2 NON-SWORN EMPLOYEES

In addition to benefits provided in Subsection 12.0.1.3, effective July 1, 1997, the City agrees to provide a Long Term Disability Policy at no cost to the non-sworn employees covered by this MOU. The policy shall be subject to the following conditions:

1. Policy Schedule Amount if sixty-six and two-thirds (66 2/3) percent of basic monthly earnings subject to a maximum monthly benefit paid of five thousand dollars (\$5000) per month. (Overtime pay, bonuses and other compensation not received as base wages or salary will not be included in Monthly Earnings.)
2. The policy Qualifying Period shall be the greater of 30 consecutive calendar days or the length of accumulated sick leave.
3. The City shall retain the right to select the LTD insurance carrier and to change carriers as good business practice and economic necessity dictate.

12.0.8 WORKERS' COMPENSATION

The City shall provide Worker's Compensation in accordance with State Law and this MOU.

12.0.8.1 NON-SWORN, NON-POLICE EMPLOYEES

If an employee not subject to California Labor Code Section 4850 sustains a work-related injury or illness on the job and such injury or illness is recognized as qualifying for coverage by the self-insurance administrators, the employee shall be eligible to receive full base salary continuation for the initial period up to thirty (30) calendar days or until the employee returns to work, whichever is earlier. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental life and LTD insurances). This provision shall apply only up through the first thirty (30) calendar days of absence from work for each separate injury or illness, including aggravations thereof.

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During this initial 30-day period, vacation, sick, earned compensatory time off (CTO) and other leaves shall not be deducted from the absent employee's accruals. Vacation and sick leave shall also continue to accrue during this time. In order for the employee to receive the above pay and benefit continuation, he or she must remit all Workers' Compensation temporary disability checks to the City of Covina.

At the end of the aforementioned thirty-day period, and provided that it is available, sick leave shall be used to augment Workers' Compensation benefits so that the employee may receive up to full base salary during the disability. Sick leave shall be charged at a rate proportionate to the percentage of said employee's salary not covered by Workers' Compensation. As long as an employee is utilizing sick leave to insure full base salary, his or her City paid benefit contributions (as provided for herein) shall be continued. At no time shall an employee receive in excess of his or her regular salary and benefits. Furthermore, employees shall not receive merit salary increases nor accrue additional vacation, sick leave, floating holidays or any other leaves after the initial thirty calendar (30) day period until he or she returns to regular duty.

Upon depletion of accumulated sick leave, the City shall discontinue City paid benefits and supplement to Workers' Compensation payments. At this time, the employee is subject to Long Term Disability insurance benefits (claims shall be submitted to the carrier in accordance with said policy). With regards to the continuation of benefits after depletion of sick leave (health, dental and life insurances only), the employee shall have the option to select the continuation of said benefits at his or her own expense. The cost of said benefits may be paid directly by the employee or charged against accrued compensatory time off (CTO) and/or vacation leaves at a dollar rate equivalent to the employee's hourly base rate. (For example, an employee earns \$20.00 an hour base pay and the total cost of health, dental and life insurance to the City is \$250.00 per month. On a monthly basis, if the employee wishes to maintain benefit coverage, at his or her option, the employee may pay \$250.00 directly to the City or have 12.5 hours deducted from accrued CTO and/or vacation.) Upon depletion of CTO and vacation leaves, the employee shall have the option of continuing benefit coverage in accordance with Federal Law (COBRA continuation coverage).

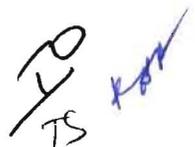
12.0.8.2 SWORN POLICE EMPLOYEES

Base salary and benefit continuance for sworn police employees shall be in accordance with California Labor Code Section 4850.

13.0. LAYOFF PROCEDURE

Whenever, in the judgment of the City Council, a reduction in work force becomes necessary for any reason, the following steps in implementing layoffs, demotions or recall shall be followed:

13.0.1 PROCEDURE



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Whenever a position is eliminated or abolished in a classification within the department, layoffs or demotions in lieu of layoffs will be in reverse order of classification seniority:

1. In the event of a tie in classification seniority by two or more employees, the order of seniority for such employees shall be based on departmental seniority.
2. In the event a tie still exists after reviewing departmental seniority, the order of seniority for these employees shall be established by the Police Chief after reviewing these employee's performance evaluations.

13.0.2 DEMOTION IN LIEU OF LAYOFF

An employee who is to be laid off may elect to be demoted in lieu of layoff to a lower paying classification within the department provided:

1. The employee has the skills and meets the qualifications of the lower paying classification, and
2. The operating requirements of the department are maintained.

Employees demoted in lieu of layoff shall be placed at the top of the seniority list of the lower classification and an employee with the least seniority in such classification shall be laid off or elect to be demoted to a lower paying classification within the department to the same provisions contained in paragraphs A and B until the lowest levels of classification and the most junior employee are reached. At such time, employees shall be laid off.

13.0.3 RECALL

Employees who are laid off or who have displaced other in lieu of layoff will be placed on a recall or re-employment list for two years, during which service time in the previous original position will be maintained but not accrued. The recall or re-employment list or lists may be extended for one (1) additional year by the City Manager or his designee.

If a vacancy or vacancies occur, current employees who have been demoted in lieu of layoff shall be recalled or re-employed to their former positions in order of seniority.

If, after restoring current employee or employees to their previous status, a vacancy or vacancies occur during the life of a recall or re-employment list, employees who have been laid off shall be re-called or re-employed to their former positions in order of seniority provided the employee notifies the department of the employee's intent to return to work within three (3) days of receipt of the written notice of a position opening. It shall be the employees' duty to provide the Personnel office and the department with a current address during the period of layoff. Failure to do so shall nullify the City's duty to recall or re-employ any such person.

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Any employee on a re-employment list may be re-employed in a position with a lower maximum rate of pay, provided the person possesses the skills and qualifications for the position.

13.0.4 SENIORITY

As used herein, classification seniority means the total time served in a permanent and probationary status within the classification. Time served in other classifications within the City's competitive service shall not be counted for the purposes of layoff. Classification seniority and city-wide seniority shall be lost in the event of layoff for a period of more than two years, unless the list is extended an additional year by the City Manager or his designee.

14.0. GRIEVANCE PROCEDURE

Grievances shall be processed according to Rules XV of the City's Personnel Rules and Regulations, attached hereto as Exhibit B.

Effective January 1, 1988, an original hire, first time probationary employee employed in the classifications listed herein in Article 2, "Recognition" shall not have the right to use the grievance procedure in matters related to termination and/or release from the City's service, except as may be provided by the Public Safety Officers Procedural Bill of Rights Act to sworn employees.

The City and the Union agree to meet and confer during the term of the agreement to explore options to the present appeal process under the PAC Memorandum of Understanding and the City's Personnel Rules.

15.0. PROBATIONARY PERIOD – ONE YEAR

All employees hired by the City on or after January 1, 1988, shall be required to serve at least a one year probationary period, except for:

1. Police Recruits and entry-level Police Officers (Pre-Service) who are hired after Council ratification of this agreement, shall serve an eighteen (18) month probationary period after graduating from the Police Academy and being sworn in as a Police Officer, however employee step increases shall occur pursuant to City Policy.
2. Public Safety Dispatchers who are hired after Council ratification of this agreement, shall serve a twenty-four (24) month probationary period; employee step increases shall occur pursuant to City Policy.

All promoted employee, such promotion occurring on or after January 1, 1988, shall be required to serve a one year probationary period.

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All original hires, first time City employees, hired after December 21, 1987, shall be eligible for association membership.

16.0. DISCONTINUANCE OF BONUS POINTS IN THE EXAMINATION PROCESS

Effective January 1, 1988 the City shall amend the Personnel Rules and Regulations Rule VII, Examinations, Section 6, page 12 and any ordinances or resolutions relating hereto so as to delete in its entirety paragraph two (2), with reference to the allowance of five (5) bonus points added to final examination scores of permanent City employees covered by this memorandum of understanding.

**17.0. DISCONTINUATION OF ANY AND ALL POLICIES AND PAST PRACTICES
RELATED TO TAKING CITY VEHICLES HOME**

Upon approval of the City Council at the April 5, 2005 meeting, the City and the Police Association of Covina (PAC) agree to the following.

Effective April 14, 2005, the City and the union agree that all of the policies and practices related to taking home City Vehicles by PAC employees will discontinue. It is understood that all future decisions related to taking home City Vehicles are reserved as a Management Right that may be altered as the needs of the Department dictate.

In lieu of this past practice and benefit that the sworn members of PAC had available to them prior to this agreement, the City agrees to a one-time auto allowance buy-out totaling \$96,000 to be distributed among 48 sworn PAC employees through a payroll check on April 14, 2005. Employees will be responsible for all of their applicable deductions. Auto allowance is not reportable compensation under CalPERS.

This one-time auto allowance buy-out totaling \$96,000 will be the full and complete City remuneration regarding past, present, or future discontinuation of take home City vehicle policies or procedures.

18.0. ASSOCIATION SECURITY AND BUSINESS

18.0.1 ASSOCIATION RELEASE TIME

The City shall provide 70 hours annually of on duty time beginning January 2, 1995 to the Association President or designated board member to perform their Association duties, including attendance at conventions, conferences, and seminars that are related to the employer-employee relationship between the Association and the City. Names of the eligible members shall be provided to the Chief of Police on February 2 and whenever there are any changes in eligible members.

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
THE POLICE ASSOCIATION OF COVINA**

The Association/Union President shall notify his/her Division or Department Head Supervisor in writing twenty-four (24) hours in advance that (1) he/she wishes to be released from the work site to conduct Association/Union business; (2) the time he/she wishes to be released; (3) the location(s) where he/she intends to be; and (4) the time he/she intends to return to the work site.

If such Division or Department Head Supervisor determines that the requested time period will be disruptive to the mission of the City, such Division or Department Head shall inform the Association/Union President and the parties shall meet to set a mutually acceptable alternate time for the Association/Union President to be released from the work site.

18.0.2 PROFESSIONAL CONDUCT

In keeping with professional ideals and standards, the Association is prohibited from conducting or lending their Association name to any fund raising activities which are predicated on sales or donations from the general public, if such activities include incorporation or use of the City's name, or the department's name, as a supporter, or infers endorsement or affiliation with said activity or activities.

Further, use of City provided uniforms at such events is also not permitted. The intent is not to interfere with the Association's affairs so long as the Association and its members do not directly or indirectly lead the general public to believe that said activities are sponsored, endorsed or otherwise supported by the City of Covina.

This does not prohibit in any way employee organizations raising money from within their own membership or from parent organizations by assessment or other legal means.

At such time as city or department management may become aware of possible violations of this section, such violations shall be referred to the PAC, who shall make every reasonable effort to correct and/or resolve such violation(s).

18.0.3 INCORPORATION OF RESOLUTIONS 2783 AND 2784

Resolutions 2783 and 2784 adopted by City Council on March 16, 1970, establishing Rules and Regulations for Employer – Employee relations are hereby incorporated into memorandum of understanding.

These resolutions include matters and regulations governing dues check-off, access to work locations, use of City facilities, bulletin boards, availability of data and resolution of impasses.

19.0. NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during



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the term of this Agreement, including compliance with the request of other labor organizations to engage in activity.

The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operation of the City or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such employee action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination.

It is understood that in the event this Article is violated, that in addition to any other legal remedies available to it the City shall be entitled, consistent with applicable law, to withdraw any rights privileges, or services provided for in this Agreement in Article 17 or in City rules from any employee and/or the Association.

20.0. EXISTING RULES AND PROCEDURES

Except as expressly provided herein, the parties hereto understand that existing City ordinances, City resolutions and written departmental policies and rules that cover all matters pertaining to employer-employee relations, namely; wages, benefits, hours and other terms and conditions of employment shall not be changed or amended prior to providing the Association the opportunity to meet and confer with City representatives.

21.0. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT

The City hereby recognizes the Public Safety Officers Procedural Bill of Rights Act, codified in Government Code Sex. 3300 – 3311, relating to procedural rights accorded to ONLY public safety officers subject to investigation or discipline. Public Safety Officers will be defined as sworn police officers per the definition in MOU Section 2.0.1.2 “Sworn”. Weingarten Rights, not Public Safety Officers Procedural Bill of Rights Act, will be afforded to non-sworn, defined in MOU Section 2.0.1.1 (Non-Sworn).

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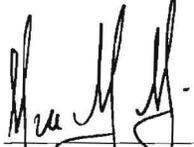
22.0. SIGNATURES AND EXECUTION

It is the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until the same is determined by the Covina City Council by appropriate City Council action.

The parties hereto have caused this Memorandum of Understanding to be executed this 3rd day of September, 2013.

POLICE ASSOCIATION OF COVINA

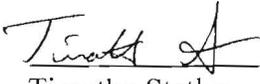
CITY OF COVINA



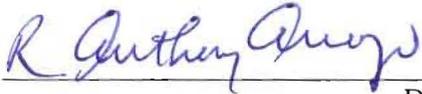
Ivan Ostarcevic
President
9-10-13
Date



Walt Allen III
Mayor
9/3/13
Date



Timothy Statler
Vice President
9/10/13
Date



R. Anthony
Date
9/4/13