



# City of Covina

## Memorandum of Understanding

### Police Supervisors of Covina

July 1, 2013 - June 30, 2016

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

**TABLE OF CONTENTS**

<b>1.0. PREAMBLE</b>	<b>5</b>
<b>2.0. RECOGNITION</b>	<b>5</b>
2.0.1 EXCLUSIVE REPRESENTATIVE	5
2.0.1.1 NON-SWORN	5
2.0.1.2 SWORN	5
2.0.2 INDIVIDUAL EMPLOYEE RIGHTS	5
<b>3.0. EMPLOYEE DEFINITIONS</b>	<b>5</b>
<b>4.0. SCOPE AND PREVAILING RIGHTS</b>	<b>6</b>
4.0.1 BASIC AGREEMENT	6
4.0.2 DISCRIMINATION	7
4.0.3 MANAGEMENT RIGHTS RESERVED	7
4.0.4 EMPLOYEE RIGHTS	8
<b>5.0. SAVINGS CLAUSE</b>	<b>8</b>
5.0.1 STATE AND FEDERAL OBLIGATIONS	8
5.0.2 COURT ACTIONS, LEGISLATION	9
5.0.3 BINDING ON THE PARTIES	9
<b>6.0. FULL UNDERSTANDING, MODIFICATIONS, WAIVER</b>	<b>9</b>
<b>7.0. TERM AND RENEWAL OF MEMORANDUM</b>	<b>9</b>
7.0.1 EFFECTIVE DATE AND MAINTENANCE OF BENEFITS	10
<b>8.0. WORKDAYS AND HOURS</b>	<b>10</b>
8.0.1 WORKDAYS AND HOURS	10
8.0.1.1 FOUR-FORTY SCHEDULE	10
8.0.1.2 HYBRID SCHEDULING	11
8.0.2 EXCEPTIONS	12
8.0.3 ASSIGNMENT OF FLEXIBLE HOURS	12
8.0.4 SHIFT SELECTION	12

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

<b>9.0.</b>	<b>LUNCH AND REST PERIODS</b>	<b>13</b>
9.0.1	REST PERIODS	13
<b>10.0.</b>	<b>SALARY AND COMPENSATION</b>	<b>13</b>
10.0.1	SALARY ADJUSTMENT AND RANGES	13
10.0.2	ADVANCEMENT THROUGH SALARY RANGE	14
10.0.2.1	SAFETY EMPLOYEES	14
10.0.2.2	NON-SAFETY	15
	The following salary plan of merit shall apply to all Non-safety employees upon initial employment.	15
10.0.3	LONGEVITY AND PERFORMANCE STEP INCREASES FOR NON-SAFETY EMPLOYEES	15
10.0.3.1	SALARY UPON PROMOTION	16
10.0.4	OVERTIME, COURT STANBY, AND CTO	17
10.0.4.1	OVERTIME	17
10.0.4.2	COURT STANDBY TIME	17
10.0.4.3	COMPENSATORY TIME OFF	18
10.0.4.4	HOLIDAY OVERTIME - SEE "FIXED AND FLOATING HOLIDAYS."	18
10.0.4.5	COMPENSATION FOR OFF DUTY CALL BACKS	18
10.0.5	ACTING APPOINTMENT COMPENSATION	18
10.0.6	SPECIAL ASSIGNMENT COMPENSATION	18
10.0.6.1	POLICE SERGEANTS	18
10.0.6.2	BILINGUAL PAY	19
10.0.7	EDUCATION AND VOCATION INCENTIVE PAY	19
10.0.7.1	AVAILABILITY	19
10.0.7.2	AMOUNTS AND STANDARDS	20
10.0.7.3	TREATMENT OF EDUCATION AND CA POST INCENTIVE PAY	21
10.0.7.4	SATISFACTION REQUIREMENTS	21
10.0.7.5	ELIGIBLE DEGREES	21
<b>11.0.</b>	<b>HOLIDAYS AND LEAVES OF ABSENCE</b>	<b>22</b>
11.0.1	FIXED AND FLOATING HOLIDAYS	22
11.0.1.1	HOLIDAYS DEFINED	22
11.0.1.2	COMPENSATION IN LIEU OF FIXED HOLIDAYS FOR SAFETY MEMBERS	24
11.0.1.3	FLOATING HOLIDAYS FOR Safety members	25
11.0.1.4	HOLIDAY ON SUNDAY FOR SAFETY MEMBERS	25
11.0.1.5	NON-SHIFT EMPLOYEE REQUIRED TO WORK A HOLIDAY	25
11.0.1.6	ACCRUAL OF FLOATING HOLIDAYS - NEW EMPLOYEES	25
11.0.2	ADMINISTRATIVE LEAVE for non-safety employees	26
11.0.3	SICK LEAVE, FAMILY SICK, BEREAVEMENT LEAVE	26
11.0.3.1	SERGEANT EARNING AND ACCUMULATION OF SICK LEAVE	26
11.0.3.2	NON-SAFETY EARNING AND ACCUMULATION	26
11.0.3.3	PAY OFF OF ACCUMULATED SICK LEAVE UPON TERMINATION OF EMPLOYMENT	28
11.0.3.4	USE OF SICK LEAVE EARNED	29

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

<b>11.0.4</b>	<b>VACATION LEAVE</b>	<b>29</b>
11.0.4.1	SERGEANTS	29
11.0.4.2	VACATION EARNING SCHEDULENON-SAFETY	31
11.0.4.3	VACATION EARNING SCHEDULE-Safety	31
11.0.4.4	VACATION SCHEDULING	31
11.0.4.5	EMERGENCIES	32
11.0.4.6	VACATION REQUESTS	32
11.0.4.7	VACATION RESTRICTIONS BY CLASSIFICATION	32
11.0.4.8	ACCUMULATION AND PAYOFF	32
11.0.4.9	SERGEANT	32
11.0.4.10	NON-SAFETY	33
<b>11.0.5</b>	<b>MATERNITY LEAVE</b>	<b>33</b>
<b>11.0.6</b>	<b>FAMILY MEDICAL LEAVE</b>	<b>34</b>
<b>11.0.7</b>	<b>JURY DUTY</b>	<b>34</b>
11.0.7.1	NON-WORK RELATED APPEARANCE	34
<b>12.0.</b>	<b>OTHER EMPLOYEE BENEFITS</b>	<b>34</b>
<b>12.0.1</b>	<b>HEALTH AND OPTIONAL BENEFIT PROGRAMS</b>	<b>35</b>
12.0.1.1	HEALTH	35
12.0.1.2	OPTIONAL BENEFITS	35
12.0.1.3	RETIREE BENEFITS	35
<b>12.0.2</b>	<b>EMPLOYEE RETIREMENT PROVISIONS</b>	<b>36</b>
12.0.2.1	SAFETY EMPLOYEES	36
12.0.2.2	MISCELLANEOUS (NON-SAFETY) EMPLOYEES	38
<b>12.0.3</b>	<b>SAFETY AND UNIFORM RELATED EQUIPMENT</b>	<b>40</b>
<b>12.0.4</b>	<b>UNIFORM ALLOWANCE AND MAINTENANCE</b>	<b>41</b>
12.0.4.1	ELIGIBILITY AND AMOUNTS	41
12.0.4.2	USUAL WEAR AND TEAR	42
<b>12.0.5</b>	<b>AUTO MILEAGE REIMBURSEMENT</b>	<b>42</b>
<b>12.0.6</b>	<b>LIFE INSURANCE</b>	<b>42</b>
<b>12.0.7</b>	<b>LONG TERM DISABILITY</b>	<b>42</b>
12.0.7.1	SWORN EMPLOYEES	42
<b>12.0.8</b>	<b>WORKERS' COMPENSATION</b>	<b>43</b>
12.0.8.1	NON-SAFETY	43
12.0.8.2	SWORN POLICE EMPLOYEES	44
<b>13.0.</b>	<b>LAYOFF PROCEDURE</b>	<b>44</b>
<b>13.0.1</b>	<b>SAFETY PROCEDURE</b>	<b>44</b>
<b>13.0.2</b>	<b>NON-SAFETY PROCEDURE</b>	<b>44</b>
<b>13.0.3</b>	<b>DEMOTION IN LIEU OF LAYOFF</b>	<b>46</b>

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

<b>13.0.4</b>	<b>RECALL</b>	<b>47</b>
<b>13.0.5</b>	<b>SENIORITY</b>	<b>47</b>
<b>14.0.</b>	<b>GRIEVANCE PROCEDURE</b>	<b>47</b>
<b>15.0.</b>	<b>PROBATIONARY PERIOD – ONE YEAR</b>	<b>48</b>
<b>16.0.</b>	<b>DISCONTINUANCE OF BONUS POINTS IN THE EXAMINATION PROCESS</b>	<b>48</b>
<b>17.0.</b>	<b>DISCONTINUATION OF ANY AND ALL POLICIES AND PAST PRACTICES RELATED TO TAKING CITY VEHICLES HOME</b>	<b>48</b>
<b>18.0.</b>	<b>ASSOCIATION SECURITY AND BUSINESS</b>	<b>48</b>
<b>18.0.1</b>	<b>ASSOCIATION RELEASE TIME</b>	<b>48</b>
<b>18.0.2</b>	<b>PROFESSIONAL CONDUCT</b>	<b>49</b>
<b>18.0.3</b>	<b>INCORPORATION OF RESOLUTIONS 2783 AND 2784</b>	<b>49</b>
<b>19.0.</b>	<b>NO STRIKE</b>	<b>49</b>
<b>20.0.</b>	<b>EXISTING RULES AND PROCEDURES</b>	<b>50</b>
<b>21.0.</b>	<b>PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT</b>	<b>50</b>
<b>21.0.1</b>	<b>FINANCIAL CRISIS LANGUAGE</b>	<b>50</b>
<b>22.0.</b>	<b>SIGNATURES AND EXECUTION</b>	<b>51</b>

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

**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 Supervisors of Covina (PSC), 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**

POLICE RECORDS SUPERVISOR  
PUBLIC SAFETY COMMUNICATIONS SUPERVISOR

**2.0.1.2 SWORN**

POLICE SERGEANT

**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 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**

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

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.

It is understood that the position of Police Sergeant is a position classification which is covered by this memorandum of understanding and is not considered exempted from the unit on grounds of his or her being a confidential, management or supervisory employee as defined earlier in this Article (3).

**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

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

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 Supervisors of Covina.

**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.

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

- 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 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 Supervisors 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 Supervisors 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.

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

**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 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,

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

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 Police Sergeant and non-safety supervisory will vary. Each employee shall be scheduled to work any of the shifts noted below and each employee shall have regular starting and quitting times.

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      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 Sergeant
- Police Records Supervisor
- Public Safety Communications Supervisor

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

**8.0.1.2 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

Sergeants working the 3-12½ shifts will be required to work a 10 hour payback shift once during each 28 day pay cycle. Payback days for all sworn personnel 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 Sergeants 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.
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

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

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. Personnel 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.

**8.0.2      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 Sergeants assigned to patrol shall not be changed for the term of this memorandum of understanding.

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.

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

**9.0. LUNCH AND REST PERIODS**

**9.0.1 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**

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

July 1, 2013 – six (6) percent

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Sergeant	3090	\$6,921.00	\$7,268.42	\$7,632.00	\$8,013.60	\$8,414.28	\$8,624.60	\$8,840.25	\$9,061.26

July 1, 2014 – six (6) percent

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Sergeant	3090	\$7,337.11	\$7,704.53	\$8,089.92	\$8,494.42	\$8,919.14	\$9,142.08	\$9,370.67	\$9,604.94

July 1, 2015 – five (5) percent

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Sergeant	3090	\$7,703.96	\$8,089.75	\$8,494.42	\$9,819.14	\$9,365.09	\$9,599.18	\$9,839.20	\$10,085.18

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

July 1, 2013 – three (3) percent

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

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Records Supervisor	6072	\$4,648.29	\$4,880.81	\$5,125.23	\$5,381.54	\$5,650.84	\$5,792.11	\$5,936.91	\$6,085.33
Public Safety Communications Supervisor	6030	\$4,648.29	\$4,880.81	\$5,125.23	\$5,381.54	\$5,650.84	\$5,792.11	\$5,936.91	\$6,085.33

July 1, 2014 – two (2) percent

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Records Supervisor	6072	\$4,741.25	\$4,978.43	\$5,227.73	\$5,489.18	\$5,763.85	\$5,907.95	\$6,055.65	\$6,207.04
Public Safety Communications Supervisor	6030	\$4,741.25	\$4,978.43	\$5,227.73	\$5,489.18	\$5,763.85	\$5,907.95	\$6,055.65	\$6,207.04

July 1, 2015 – three (3) percent

TITLE	RANGE CODE	1	2	3	4	5	6	7	8
Police Records Supervisor	6072	\$4,883.49	\$5,127.78	\$5,384.56	\$5,653.85	\$5,936.77	\$6,085.19	\$6,237.32	\$6,393.25
Public Safety Communications Supervisor	6030	\$4,883.49	\$5,127.78	\$5,384.56	\$5,653.85	\$5,936.77	\$6,085.19	\$6,237.32	\$6,393.25

**10.0.2 ADVANCEMENT THROUGH SALARY RANGE**

**10.0.2.1 SAFETY EMPLOYEES**

The following salary plan of merit increases shall apply to all sworn 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

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

Effective July 1, 2010, Step F will be available to those safety PSC 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 safety PSC employees 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 safety PSC employees who have been with the City for eleven (11) years and one year at Step G.

**10.0.2.2 NON-SAFETY**

The following salary plan of merit shall apply to all Non-safety employees upon initial employment.

A. Unless otherwise authorized by the City Manager in writing, all employees covered by these provisions may advance through the base monthly pay steps, "A" through "E," subject to the following:

Pay Step	A	Upon initial employment
	B	Upon twelve (12) months of successful completion of paid service at Step "A"
	C	Upon twelve (12) months of successful completion of paid service at Step "B"
	D	Upon twelve (12) months of successful completion of paid service at Step "C"
	E	Upon twelve (12) months of successful completion of paid service at Step "D"

B. Accelerated Advancement The City Manager may authorize accelerated movement through the pay steps for exceptional performance.

**10.0.3 LONGEVITY AND PERFORMANCE STEP INCREASES FOR NON-SAFETY EMPLOYEES**

C. Salary Advancement Unless otherwise authorized by the City Manager in writing, all employees covered by these provisions may advance through the base monthly pay steps, "A" through "E," subject to the following:

Pay Step	A	Upon initial employment
----------	---	-------------------------

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

- B Upon twelve (12) months of successful completion of paid service at Step "A"
- C Upon twelve (12) months of successful completion of paid service at Step "B"
- D Upon twelve (12) months of successful completion of paid service at Step "C"
- E Upon twelve (12) months of successful completion of paid service at Step "D"
- Longevity Pay Step F Upon twenty-four (24) months of successful completion of paid service at Step "E" and a "Meets Expectations," "Exceeds Expectations," or "Outstanding" rating on their current evaluation.
- G Upon twenty-four (24) months of successful completion of paid service at Step "F" and an "Exceeds Expectations" or "Outstanding" rating on their current evaluation.
- H Upon twenty-four (24) months of successful completion of paid service at Step "G" and an "Outstanding" rating on their current evaluation.

If an employee who has already achieved a Longevity and Performance Step Increase receives a "Needs Improvement" or "Unsatisfactory" rating on an evaluation they are automatically returned to the next lower pay step and are not eligible to return to their former step until successful completion of twelve (12) months of paid service and the required rating level for the appropriate step on their current evaluation.

D. Longevity Pay Non-Safety members will be eligible for longevity bonuses. Bonuses are paid to the employee on their anniversary date as service benchmarks are met.

10 years of service	\$1000
15 years of service	\$1500
20 years of service	\$2000
25 years of service	\$2500
30 years of service	\$3000
35 years of service	\$3500

**10.0.3.1 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

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

salary, education and vocation incentive pay, and assignment pay, if applicable, not to exceed "E" step.

**10.0.4 OVERTIME, COURT STANBY, AND CTO**

**10.0.4.1 OVERTIME**

1. For 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:
  - 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.

**10.0.4.2 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 hour 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.

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

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.

**10.0.4.3 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).

**10.0.4.4 HOLIDAY OVERTIME - SEE "FIXED AND FLOATING HOLIDAYS."**

**10.0.4.5 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.

**10.0.5 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.

**10.0.6 SPECIAL ASSIGNMENT COMPENSATION**

**10.0.6.1 POLICE SERGEANTS**

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

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

1. Training Sergeant - Seven and one-half percent (7.5%)
2. Detective Sergeant - Seven and one-half percent (7.5%)
3. Administrative Sergeant - Seven and one-half percent (7.5%)

**10.0.6.2 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.

**10.0.7 EDUCATION AND VOCATION INCENTIVE PAY**

**10.0.7.1 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.

Police Sergeants or non-sworn staff enrolled in a college program as of January 21, 2014 will be grandfathered in from having to be enrolled in or having earned a degree from an accredited college or university. Any new PSC employee will comply with paragraph two of this section.

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

**10.0.7.2      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.

Effective July 1, 2013, education and vocation incentive pay shall be provided as follows:

1.      Police Sergeant

A. An amount of \$300 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.

B. An amount of \$400 over base pay 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 a POST Supervisory Certificate; and a most recent performance evaluation rating which shows that overall performance meets or exceeds requirements.

C. An amount of \$500 over base pay 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.

D. An amount of \$600 over base pay for:

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

2.      Non-safety Employees

- A. Employees who have earned a job-related advanced degree (MA, MS, MPA) from an accredited college or university as determined by Human Resources (online degrees may not qualify) and as specified in the job description may receive an additional 2% of base salary with the approval of the City Manager and a current satisfactory evaluation on file.

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

Approval of the City Manager should be secured in advance of starting a program to ensure eligibility upon completion of degree program.

Employees who are not required to have a degree as a condition of employment and who have earned a job-related undergraduate degree (AA, AS, BA, BS) from an accredited college or university as determined by Human Resources (online degrees may not qualify) and as specified in the job description may receive an additional one percent (1%) of base salary with the approval of the City Manager and a current satisfactory evaluation on file. Approval of the City Manager should be secured in advance of starting a program to ensure eligibility upon completion of degree program.

B. An amount equal to five percent 5% over base salary for:

- POST Advanced Dispatcher Certificate
- POST Records Supervisor Certificate

**10.0.7.3 TREATMENT OF EDUCATION AND CA POST INCENTIVE PAY**

Education and POST 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.

**10.0.7.4 SATISFACTION REQUIREMENTS**

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

**10.0.7.5 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

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

9. law
10. Any other degree area pre-approved in writing by the Police Chief and the Human Resources Director before degree course work is begun.

**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 (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**

**A. SERGEANTS**

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

**B. NON-SAFETY**

The following schedule of holidays shall be observed and the employees shall receive the following days off with pay:

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

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence
6. Day Labor Day
7. Veterans Day
8. Thanksgiving
9. Friday after Thanksgiving
10. Christmas Day

Non-Safety Fixed Holidays Falling On A Weekend

1. When a holiday falls on a scheduled workday, the holiday will be observed on that day.
2. When a holiday falls on a Friday, when City Hall is regularly closed, or on a Saturday following a Friday closure, then a floating holiday will be granted the employee.
3. When a holiday falls on a Saturday, following a Friday that is a scheduled workday, the holiday will be observed on that Friday.
4. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

Floating Holidays: Non-safety employees shall receive 30 floating holiday hours. There will be no carryover of floating holidays. Use of floating holidays is subject to approval of the department director or his/her designee.

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.

For employees who do not work a Monday through Thursday schedule, when a fixed holiday falls on the employee's normal day off, the employee may elect to take off either the working day before or the working day after the holiday. Employee's choice of day off must be approved by the employee's supervisor at least two (2) weeks prior to the holiday. If time off is not granted, the employee may select another day off that is approved by his/her supervisor or cash out the floating holiday hours to a maximum of 20 hours per calendar year; cash out request must be made on or by December 31. Cash out of hours will be included in employee's normal pay roll immediately following the cash out request; no separate checks will be provided. This will be on a trial basis for the 2013-14 fiscal years; before April 1, 2014, the City and the Unaffiliated group will meet and confer to discuss the status of this new section.

Public Safety Communications Supervisor:

Compensation in Lieu of Fixed Holidays - The Public Safety Communications Supervisor is provided with the option of taking time off for the 13 fixed and floating holidays or being compensated for 13 hours of holiday pay every month. The Public Safety Communications Supervisor is required to

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

inform the Finance Department by June 15 of each year, which option they select. If compensation in lieu of fixed holidays is chosen, the money will be paid with the second paycheck of each month.

If the Public Safety Communications Supervisor works on a designated holiday, they shall be compensated at their regular rate of pay.

If the Public Safety Communications Supervisor chooses to be compensated for 13 hours of holiday pay every month, and they leave City Service or a new Public Safety Communications Supervisor is hired, this money will be prorated by the number of hours worked in a month.

**11.0.1.2 COMPENSATION IN LIEU OF FIXED HOLIDAYS FOR SAFETY MEMBERS**

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

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 PSC 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.

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

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 SAFETY MEMBERS**

For sworn Sergeants assigned to the Detective bureau and Professional Standards, 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. It is noted that the Admissions Day holiday previously enjoyed is deleted in favor of the Friday following Thanksgiving.

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 FOR SAFETY MEMBERS**

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**

Effective January 1, 1988 and applicable to all new employees hired on or after January 1, 1988, floating holidays shall accrue to such employees only upon successful completion of six (6) months of continuous employment.

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

**11.0.2 ADMINISTRATIVE LEAVE FOR NON-SAFETY EMPLOYEES**

Effective July 1, 2006, administrative leave is hereby provided to non-exempt (non-FLSA), non-safety employees in lieu of compensatory time for hours worked. All employees of this group will be advanced fifty-four (54) hours of paid administrative leave as of January 1 of each calendar year. Administrative leave hours must be used by December 31. The earning of this administrative leave will be at the rate of four and one-half (4.5) hours per month. An employee terminating prior to a complete calendar year and having utilized leave not yet earned will be subject to a dollar value deduction from his or her final paycheck. Employees may use compensatory time already earned.

The scheduling and use of administrative leave for this group is subject to approval of the Department Director.

In partial recognition of prolonged, uncommon, or exceptional hours of work beyond the standard work expectations for exempt staff, the Department Director may, at his/her discretion, adjust employees work hours and allow exempt employees to take time off without using administrative leave.

**11.0.3 SICK LEAVE, FAMILY SICK, BEREAVEMENT LEAVE**

**11.0.3.1 SERGEANT 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 960 hours 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.

**11.0.3.2 NON-SAFETY EARNING AND ACCUMULATION**

- A. Earning and Accumulation: Non-Safety employees shall receive ten hours of paid sick leave per month subject to the following conditions:

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

1. Employees of record as of February 29, 1988 shall have unlimited accumulation. This section shall also apply to employees originally hired prior to February 29, 1988, and promoted from bargaining units with no sick leave accumulation cap.
  2. Employees hired or promoted from bargaining units with a sick leave accumulation cap as of or after March 1, 1988, shall be subject to an accumulation limit of 960 hours. Thereafter, all accrual shall cease until the employee's usage causes the balance to fall below 960 hours.
- B. Use of Sick Leave: Sick Leave shall be deducted from an employee's accrued leave balance on an hour for hour basis for the following purposes:
1. In the case of the employee's injury, illness or disability.
  2. In the case of the employee's need to receive medical or dental examination, treatment or preventative care from a licensed health care practitioner.
  3. In the case where an employee needs to be absent to provide temporary assistance, due to illness or injury, or the need for medical or dental examination, treatment or preventative care from a licensed health care practitioner, for members of the employee's immediate family. Immediate family shall include an employee's spouse, domestic partner, children, grandchildren, sons-in-law, brothers-in-law, and sisters-in-law. "Children" shall include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian requiring the care and attention of the employee.
  4. From accrued sick leave available, an employee may be granted (on each separate occasion) up to three (3) days bereavement leave with pay in the event of death to a member of the employee's immediate family. For purposes of this section an employee's immediate family shall include: an employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian and significant others. An additional two (2) days leave may be granted by the department head if the funeral location is five hundred (500) miles or more (one way) away from the City of Covina.
  5. A physician's certificate attesting to the nature of the illness, injury and/or treatment may be required prior to granting paid sick leave.
  6. An employee who is granted sick leave for personal illness/disability or family illness/disability shall be required to be available at his/her residence or that of an immediate family member for telephone or personal contact from the City during the

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

employee's normal working hours. Exceptions to this requirement shall be authorized for seeking and receiving medical treatment.

C. Sick Leave Cap

Effective upon approval of this MOU, non-safety employees will have a cap of 960 hours. All accruals shall cease until the employee's usage causes the balance to fall below 960 hours.

**11.0.3.3 PAY OFF OF ACCUMULATED SICK LEAVE UPON TERMINATION OF EMPLOYMENT**

A. SERGEANT

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.

B. NON-SAFETY

Payoff of Accumulated Sick Leave Upon Termination:

Employees shall be compensated for 55% of his/her accumulated sick leave up to the maximums outlined below. Computation shall be at base rate of pay. Payment shall be for non-disciplinary termination only.

1. Employees of record as of February 29, 1988, upon termination shall be compensated for up to 1600 hours of accumulated sick. Any unused balance of paid sick leave may be applied to the calculation of retirement credit as applicable.

This section shall also apply to those employees originally hired prior to March 1, 1988 and promoted from bargaining units with no sick leave accumulation limits.

2. Employees hired or promoted from bargaining units with a sick leave cap on or after March 1, 1988, upon termination shall be compensated for up to 960 hours of

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

accumulated sick. Any unused balance of paid sick leave may be applied to the calculation of retirement credit as applicable.

**11.0.3.4 USE OF SICK LEAVE EARNED**

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 event 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 leave 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.

**11.0.4 VACATION LEAVE**

**11.0.4.1 SERGEANTS**

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:

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

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.

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. Master vacation selection lists are determined by 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) Supervisors (Sergeants or Lieutenants) assigned to the patrol division are on vacation at the same time, unless other arrangements are made with the Division Commander.
2. Not more than two (2) non-patrol sworn supervisors are on vacation at the same time.
3. Only one (1) Detective Supervisor (Sergeant or Lieutenant) are on vacation at the same time
4. Only one (1) Administrative Sergeant (Training or Professional Standards) may take vacation at the same time, unless other arrangements are made with the Division Commander(s).
  - A. 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.
    - 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.

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

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.

**11.0.4.2 VACATION EARNING SCHEDULE NON-SAFETY**

A. Vacation Earning Rate

Upon completion of the specified year of service employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Total</u>
Up to completion of 5 years	Accrued at 9 hours per month	108 hours
Beginning of the 6 <sup>th</sup> year through 10 years	Accrued at 13.67 hours per month	164 hours
Beginning of the 11 <sup>th</sup> year through 15 years	Accrued at 16.00 hours per month	192 hours
Beginning of the 16 <sup>th</sup> year through 20 years	Accrued at 17.33 hours per month	208 hours
Beginning of the 21 <sup>st</sup> year	Accrued 18.67 hours per month	224 hours

Vacation usage shall be charged hour for regularly scheduled hour.

**11.0.4.3 VACATION EARNING SCHEDULE-SAFETY**

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

**11.0.4.4 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/her 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.

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.

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

**11.0.4.5      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.

**11.0.4.6      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.

**11.0.4.7      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)

**11.0.4.8      ACCUMULATION AND PAYOFF**

**11.0.4.9      SERGEANT**

1.      **ACCUMULATION LIMITATION**

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.

a. The City and Safety members of the PSC will meet to discuss placing a cap on vacation accrual and alternatives to vacation cash out.

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.

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

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.

**11.0.4.10 NON-SAFETY**

- B. Accumulation Limitation Accumulation of earned vacation shall be allowed up to an amount equal to twice (2x) the current annual earning allowance of vacation for that particular employee.
- C. Pay-Off Prior to Termination  
With written consent of the City Manager, an employee may sell back to the City any of 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.
- D. Pay-Off Accumulated Vacation Upon Termination of Employment  
For those employees who leave City service and have an accumulation of earned vacation leave credit within the accumulation maximum, they will be compensated in straight time base pay equal to the employee's then current pay level.
- E. Vacation Cap and Payout  
Effective July 1, 2013, employees of this group will be capped at twice their annual accumulation of vacation leave; no accruals above this accumulation limit will be authorized.

**11.0.5 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

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

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.

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.

**11.0.6 FAMILY MEDICAL LEAVE**

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

**11.0.7 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.

**11.0.7.1 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**

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

**12.0.1      HEALTH AND OPTIONAL BENEFIT PROGRAMS**

**12.0.1.1      HEALTH**

Effective January 1, 2014, the City shall contribute \$119 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.

The City will contribute a PEHMCA amount every calendar year to every eligible employee. Rates are subject to change per calendar year.

During the term of this agreement, the Association 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 PSC and the City.

**12.0.1.2      OPTIONAL BENEFITS**

**A.      Medical, Dental, Vision and Life Insurance**

1.      The City shall contribute the required minimum contribution, per employee, under PEHMCA, for so long as the City is enrolled in the PERS Health Plan. Every full-time active employee must be covered by a health care plan approved by the City.
  
2.      Effective December 1, 2013, the City shall contribute \$960.00 per month per eligible employee for the use of medical, dental, vision or life insurance. For medical, dental and/or vision insurance, the employee must provide coverage for him/herself if insurance coverage is required for a dependent. Any monies remaining after the purchase of said health or life insurance up to \$750 can be put towards deferred compensation or received in cash that will be considered as taxable income.

For employees hired on or after July 1, 2013, any monies remaining after the purchase of said health or life insurance up to \$300 can be put towards deferred compensation or received in cash that will be considered taxable income. This does not apply to promoted employees.

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**

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

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

Any employee hired after July 1, 2013 with ten (10) years of uninterrupted service will receive the amount the city is required to provide under PEMCHA.

*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.

**12.0.2      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)

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

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. Effective July 1, 1991, the City shall pay the Safety Employee's entire contribution not to exceed 9.0% to PERS. Such contribution to be deposited in the member's account.
10. 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 PSC 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 9% of the 9% PERS employee portion effective the first pay period after the 3%@55 retirement is in effect.
11. 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
  - \* July 1, 2014 — an additional three (3) percent of the PERS members' contribution via payroll deduction (for a cumulative total of six (6) percent
  - \* July 1, 2015 — an additional three (3) 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.

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

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

As a result of PEPRRA, 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 PEPRRA. 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 12.25%. 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)
  - A. Employee contributes \$2.00 per month
  - B. Level IV coverage.

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

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. The City will pay the entire employee's contribution not to exceed 7.0% to PERS. Such employee portion to be deposited in the employee member's account.
7. Maintain unused unpaid Sick Leave Credit toward retirement credit (GC 20965) for non-safety employees.
8. \$600 Retired employee death benefit (GC 21622).
9. 2.5% at 55 retirement plan effective April 21, 2010.

E. PERS Contribution

1. On October 5, 2010, employees began contributing three percent (3%) of the eight percent (8%) PERS member contribution. Effective July 1, 2013, "classic" PERS employees will contribute an additional one percent (1%) to PERS for a total of four percent (4%). Effective July 1, 2014, "classic" PERS employees will contribute an additional two percent (2%) to PERS for a total of six percent (6%). Effective July 1, 2015, "classic" PERS employees will contribute an additional two percent (2%) to PERS for a total of eight percent (8%). All employee contributions will be deposited in the employee member's account.
  2. Should the employer PERS rate meet or exceed 23% during the term of these Rules, any members of this group not paying into the employer PERS rate will contribute one percent (1%) to the employer PERS rate. As allowed by PERS law, the City will amend its contract with PERS to allow this contribution to be deposited in the employee member's account.
  3. Employees who are new PERS members, employees will contribute six and three quarter percent (6.75%) of the PERS employee contribution upon hire and five and one-quarter percent (5.25%) of the PERS employer contribution for a total of twelve percent (12%). For more information on the PERS retirement plan, see Section 14, Paragraph D ("Retirement").
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

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

- (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.

As a result of PEPRRA, 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 PEPRRA. 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 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:

Gun  
Holster

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

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)

2. Employees are not eligible for a clothing allowance unless they have completed twelve (12) months of employment with the City.

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

New employees completing twelve (12) months of employment, prior to August 1, 2006, shall begin receiving fifty six dollars and twenty-five cents (56.25) per month uniform allowance, effective the first full pay period following the completion of the twelve month period.

3. 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.
4. 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.

**12.0.7      LONG TERM DISABILITY**

**12.0.7.1      SWORN EMPLOYEES**

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

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.

Long Term Disability Insurance Non-Safety Employees covered by this resolution are provided with a long term disability insurance program consisting of two-thirds compensation of base pay up to \$9,000 per month, after a thirty (30) day waiting period or whenever the employee's accumulated sick leave has expired, whichever comes last. The City pays all the cost.

**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-SAFETY**

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.

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

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

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 SAFETY PROCEDURE**

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 NON-SAFETY PROCEDURE**

Layoff of Personnel

1. *Lay-off procedure* Lay-off within a classification of regular permanent status employee shall be accomplished on a last appointed, first laid-off order basis. Temporary, provisional, part-time and limited term employees have no lay-off protection. Only employees on promotional probation and who have attained permanent regular status are provided with lay-off procedural rights.
2. *Seniority* Seniority for the purpose of lay-off and the establishment of reemployment lists shall be defined as total cumulative time served in regular permanent status within the classification and are in active status upon the effective

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

date of the lay-off. Seniority shall be lost in event of resignation, discharge, retirement, or lay-off for a period of more than two (2) years.

3. *Lay-off of a regular permanent employee who has not completed a promotional probationary period* Such employee in the affected classification shall be returned to the position such person held prior to promotion in a regular permanent status. As between two or more probationary employees, the employee promoted last shall be returned to the position previously held.
  
4. *A regular permanent employee who has completed the probationary period in the affected classification* All such employees shall be listed in the order of their seniority. The most junior employee shall be given the opportunity to transfer to any comparable vacant position for which the employee is qualified. If such a vacancy does not exist, such employee shall be given the opportunity to exercise his seniority to be placed in the most junior position in any lower classification for which he is qualified and has seniority, or to accept the lay-off. Employees at the lower level who have less seniority will then be transferred or demoted in the same manner until the lowest levels of classification and the most junior employees with the least amount of seniority are reached. At such time, such employees shall be laid off.

In the event that the position to be eliminated is not held by the most junior person in that classification, the employee that holds such affected position shall be given the opportunity to replace the most junior employee or to exercise his transfer or seniority rights as set forth above.

5. *Reinstatement to former classification* All regular permanent status employees demoted or transferred in lieu of lay-off shall be reinstated to their former classification once vacancies occur, or if the positions are restored with priority for reinstatement given to demoted employees.
  
6. *Reemployment list* All laid-off regular permanent status employees shall be placed in order of seniority on a reemployment list for two (2) years, and shall retain existing seniority rights for such period.
  - a. When a vacancy occurs for which a reemployment list exists, the City Manager shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the department head shall appoint such persons to fill the vacancies.
  
  - b. Anyone on a reemployment list may be reemployed in a position with lower maximum rate of pay, provided the person possesses the skills and qualifications for the position as identified by the position classification specification.
  
  - c. Notice of vacancy to an employee on a reemployment list shall be by the most expeditious means in order to fill the vacancy as soon as possible. As a last resort, notice shall be given by Certified Mail to the employee's last known

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

address, and if the employee does not respond within three (3) days from the date of receipt, or if the notice is undeliverable due to address unknown, the employee's name shall be passed over and the next employee on the list shall be notified of the vacancy. After an employee has been passed over twice in such manner, the employee's name shall be removed from the reemployment list after notification of the Recognized Employee Organization. An eligible employee shall have ten (10) working days from receipt of notice to report to work.

- B. Outside Employment Outside employment shall be permitted only with the express prior written approval of the City Manager. An employee with existing outside employment on the effective date of this agreement shall notify the City thereof within thirty (30) days thereafter.

To deny outside employment the City must find that it violates one of the following criterion: 1) that such employment is in conflict with the interest of City employment; 2) that such employment detracts from the efficiency of the employee in his City work; 3) that such employment is a discredit to City employment; 4) that such employment takes preference over the requirements of the City. No outside employment activities shall occur during regular City hours of operation applicable to the affected employee unless the employee is on authorized vacation or holiday leave.

- C. Exclusions

Employees in the positions listed herein, are part of the competitive service of the City and will be subject to the provisions of the Personnel System in the Covina Municipal Code and the City of Covina Personnel Rules and Regulations.

**13.0.3 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 maintains.

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.

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

**13.0.4      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.

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.

**13.0.5      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 PSC Memorandum of Understanding and the City's Personnel Rules.

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

**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.

All promoted employees shall be required to serve a one year probationary period.

All original hires, first time City employees 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**

Effective April 14, 2005, the City and the union agree that all of the policies and practices related to taking home City Vehicles by safety 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.

**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.

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 locations(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

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

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, is 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 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.

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

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 public safety officers subject to investigation or discipline. 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).

**21.0.1 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 Supervisors of Covina. In the event of a financial City crisis, the City shall 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 Association 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.

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

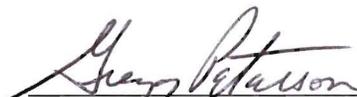
**22.0. SIGNATURES AND EXECUTION**

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. This MOU is applicable to all employees on record as of January 21, 2014.

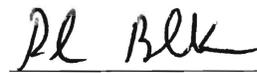
The parties hereto have caused this Memorandum of Understanding to be executed this 21<sup>st</sup> day of January, 2014.

POLICE SUPERVISORS OF COVINA

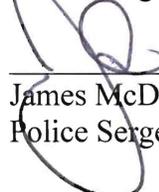
CITY OF COVINA

  
\_\_\_\_\_  
Date 1/23/14

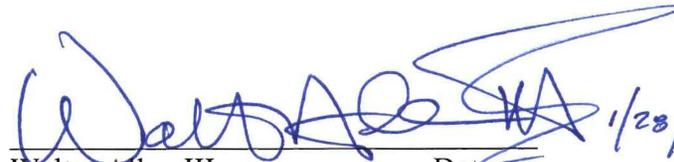
Gregg Peterson  
Police Sergeant

  
\_\_\_\_\_  
Date 1-23-14

Robert Bobkiewicz  
Police Sergeant

  
\_\_\_\_\_  
Date 1-23-14

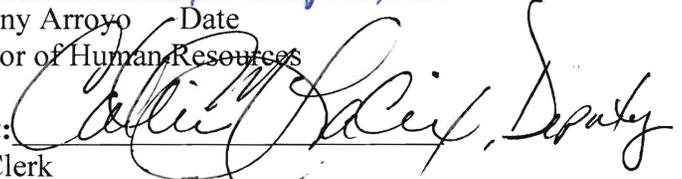
James McDonough  
Police Sergeant

  
\_\_\_\_\_  
Date 1/28/14

Walter Allen III  
Mayor

  
\_\_\_\_\_  
Date 1/28/14

Anthony Arroyo  
Director of Human Resources

**Attest:**   
\_\_\_\_\_  
City Clerk  
City of Covina, California