



# City of Covina

## Memorandum of Understanding American Federation of State, County and

## Municipal Employees Local 3325, Affiliated with AFSCME District Council 36

July 1, 2021 – June 30, 2024



**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF COVINA AND AFSCME LOCAL 3325**  
**Effective July 1, 2021**

**Table of Contents**

**ARTICLE 1. PREAMBLE..... 1**

1.1 BASIC AGREEMENT..... 1

**ARTICLE 2. TERM ..... 1**

**ARTICLE 3. RECOGNITION ..... 1**

3.1 EXCLUSIVE REPRESENTATIVE ..... 1

A. CLERICAL SERIES CLASSIFICATIONS ..... 1

B. MAINTENANCE SERIES CLASSIFICATIONS..... 2

C. TECHNICAL SERIES CLASSIFICATIONS ..... 2

D. NEW CLASSIFICATIONS ..... 2

E. CLASSIFICATIONS EXCLUDED..... 2

**ARTICLE 4. EMPLOYEE DEFINITIONS ..... 3**

**ARTICLE 5. MANAGEMENT AND EMPLOYEE RIGHTS..... 3**

5.1 MANAGEMENT RIGHTS RESERVED ..... 3

5.2 INDIVIDUAL EMPLOYEE RIGHTS..... 5

5.3 EMPLOYEE RIGHTS ..... 5

**ARTICLE 6. SAVINGS CLAUSE ..... 6**

6.1 STATE AND FEDERAL OBLIGATIONS ..... 6

6.2 COURT ACTIONS/LEGISLATION..... 6

6.3 BINDING ..... 6

6.4 PRIVATE VERSUS MUNICIPAL WORK FORCE ..... 6

**ARTICLE 7. FULL UNDERSTANDING, MODIFICATIONS, WAIVER..... 6**

**ARTICLE 8. SALARY ..... 7**

8.1 SALARY ADJUSTMENT..... 7

8.2 ADVANCEMENT THROUGH SALARY RANGE ..... 7

8.3 CLASSIFICATION AND COMPENSATION ANALYSIS ..... 8

8.4 SALARY UPON PROMOTION OR RECLASSIFICATION..... 9

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325  
Effective July 1, 2021**

8.5 DIRECT DEPOSIT ..... 9

**ARTICLE 9. ADDITIONAL COMPENSATION ..... 9**

9.1 COVID RECOVERY PAYOUT ..... 9

9.2 ACTING PAY ..... 9

9.3 BILINGUAL PAY ..... 10

9.4 EDUCATION/CERTIFICATION INCENTIVE PAY ..... 10

9.5 LONGEVITY PAY ..... 11

**ARTICLE 10. OVERTIME ..... 11**

10.1 OVERTIME PAY ..... 11

10.2 OVERTIME MEAL ..... 12

10.3 USE OF THE SCADA SYSTEM ..... 12

10.4 COMPENSATORY TIME OFF ..... 12

**ARTICLE 11. STANDBY AND CALLBACK ..... 13**

11.1 STANDBY PAY ..... 13

A. STANDY PROCEDURES ..... 13

B. STANDBY QUALIFICATIONS ..... 14

C. WATER SYSTEM OPERATOR STANDBY LIST ..... 14

D. STANDBY PAY AND SCHEDULE ..... 14

11.2 CALLBACK PAY ..... 15

**ARTICLE 12. PROBATIONARY PERIOD ..... 15**

**ARTICLE 13. DISCRIMINATION ..... 15**

**ARTICLE 14. OUTSIDE EMPLOYMENT ..... 15**

**ARTICLE 15. WORK SCHEDULES AND HOURS OF WORK ..... 16**

15.1 WORK SCHEDULES ..... 16

15.2 WORK HOURS ..... 17

15.3 PUBLIC WORKS HOURS ..... 17

15.4 NOTIFICATION OF SCHEDULE CHANGE ..... 17

15.5 VACATION LEAVE AND OVERTIME REQUESTS ..... 17

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

15.6	POLICE RECORDS CLERK SCHEDULE .....	18
<b>ARTICLE 16. MEAL AND REST PERIODS .....</b>		<b>18</b>
<b>ARTICLE 17. HEALTH AND OPTIONAL BENEFITS PROGRAM .....</b>		<b>18</b>
17.1	MEDICAL CONTRIBUTIONS.....	18
17.2	FLEXIBLE BENEFIT CONTRIBUTION .....	18
17.3	DENTAL & VISION PLANS .....	20
17.4	SUPPLEMENTAL RETIREE BENEFIT .....	20
17.5	BENEFIT ANALYSIS RE-OPENER .....	20
17.6	LIFE INSURANCE.....	20
17.7	LONG-TERM AND SHORT-TERM DISABILITY .....	21
<b>ARTICLE 18. RETIREMENT .....</b>		<b>21</b>
18.1	RETIREMENT.....	21
18.2	PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA).....	21
<b>ARTICLE 19. WORKERS' COMPENSATION .....</b>		<b>22</b>
19.1	WORKERS' COMPENSATION.....	22
<b>ARTICLE 20. UNIFORMS AND EQUIPMENT .....</b>		<b>22</b>
20.1	FIELD EMPLOYEES .....	22
20.2	POLICE DEPARTMENT PERSONNEL .....	23
20.3	CLOTHING ALLOWANCE – NEIGHBORHOOD PRESERVATION OFFICERS ...	23
20.4	SAFETY BOOTS.....	23
20.5	MILEAGE REIMBURSEMENT .....	24
<b>ARTICLE 21. EDUCATIONAL REIMBURSEMENT PROGRAM.....</b>		<b>24</b>
21.1	APPLICABILITY .....	24
21.2	ELIGIBILITY .....	24
21.3	QUALIFICATIONS AND LIMITS .....	24
21.4	FUNDING.....	25
21.5	COURSES DURING WORK HOURS .....	25
21.6	LICENSES AND CERTIFICATES .....	25

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325  
Effective July 1, 2021**

**ARTICLE 22. SICK LEAVE..... 25**

22.1 SICK LEAVE ACCRUAL AND MAXIMUM ..... 25

22.2 USE OF SICK LEAVE EARNED..... 25

22.3 SICK LEAVE USE FOR BEREAVEMENT ..... 25

22.4 SICK LEAVE REPORTING..... 26

22.5 PAYOUT OF ACCRUED SICK LEAVE UPON RETIREMENT ..... 26

**ARTICLE 23. VACATION LEAVE..... 27**

23.1 VACATION ACCRUAL ..... 27

23.2 VACATION MAXIMUM..... 27

23.3 VACATION CASH OUT ..... 27

23.4 VACATION PAYOUT UPON SEPARATION..... 28

**ARTICLE 24. STATUTORY LEAVES ..... 28**

**ARTICLE 25. HOLIDAYS..... 28**

25.1 FIXED HOLIDAYS DEFINED ..... 28

25.2 FIXED HOLIDAY IMPLEMENTATION..... 28

25.3 WORKING ON A FIXED HOLIDAY ..... 29

25.4 FLOATING HOLIDAYS..... 29

25.5 FLOATING HOLIDAYS - ACCRUAL FOR NEW EMPLOYEES..... 29

25.6 HOLIDAY CLOSURE..... 30

**ARTICLE 26. JURY DUTY AND COURT APPEARANCES ..... 30**

26.1 JURY DUTY ..... 30

26.2 NON-WORK-RELATED COURT APPEARANCE..... 31

26.3 WORK-RELATED COURT APPEARANCE..... 31

**ARTICLE 27. GRIEVANCE PROCEDURE..... 31**

27.1 GRIEVANCE PROCEDURE ..... 31

**ARTICLE 28. DISCIPLINE ..... 33**

28.1 DISCIPLINARY APPEAL PROCEDURE..... 33

**ARTICLE 29. LAYOFF PROCEDURE..... 36**

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE CITY OF COVINA AND AFSCME LOCAL 3325**  
**Effective July 1, 2021**

29.1 SENIORITY ..... 36

29.2 ORDER OF LAYOFF ..... 37

29.3 PERMANENT EMPLOYEE ON PROMOTIONAL PROBATION ..... 37

29.4 PERMANENT EMPLOYEE OFF PROBATION ..... 37

29.5 REINSTATEMENT TO FORMER CLASSIFICATION ..... 37

29.6 RECALL LIST ..... 38

**ARTICLE 30. UNION DEDUCTIONS AND BUSINESS ..... 38**

30.1 UNION DUES ..... 38

30.2 ACCESS TO WORK LOCATIONS ..... 39

30.3 USE OF CITY FACILITIES ..... 39

30.4 AVAILABILITY OF DATA..... 40

30.5 NEW EMPLOYEE ORIENTATION..... 40

30.6 UNION RELEASE TIME ..... 41

30.7 RESOLUTION OF IMPASSE ..... 41

**SIGNATURES..... 43**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**ARTICLE 1. PREAMBLE**

This agreement has been prepared in accordance with California law and Section 15 of Resolution 2783 of the City of Covina. The City of Covina hereinafter referred to as the “City,” and AFSCME Local 3325, hereinafter referred to as the “Union” have reached this Memorandum of Understanding (MOU) pursuant to meeting and conferring in good faith.

**1.1 BASIC AGREEMENT**

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, of this MOU.

**ARTICLE 2. TERM**

This MOU shall become effective July 1, 2021 and shall remain in full force and effect until June 30, 2024. The provisions of this MOU shall remain in effect while the parties are meeting and conferring on a successor MOU. Either party can ask the other to negotiate for a successor MOU as early as 120 days prior to the expiration of the MOU.

Unless otherwise specified, all economic changes to the MOU shall be effective the beginning of the pay period following City Council approval of the MOU.

**ARTICLE 3. RECOGNITION**

**3.1 EXCLUSIVE REPRESENTATIVE**

The City hereby acknowledges AFSCME Local 3325, affiliated with AFSCME District Council 36, as the exclusive representative for all employees serving in positions authorized in the City budget as fulltime positions that are part of the competitive, merit service process and listed below:

**A. CLERICAL SERIES CLASSIFICATIONS**

Account Clerk I  
Account Clerk II  
Office Assistant I  
Office Assistant II  
Police Records Clerk



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**B. MAINTENANCE SERIES CLASSIFICATIONS**

Building Maintenance Worker  
Equipment Foreman  
Equipment Mechanic  
General Maintenance Worker  
Park Foreman  
Park Worker  
Park Worker – Irrigation Specialist  
Senior Equipment Mechanic  
Street Maintenance Foreman  
Street Maintenance Worker I  
Street Maintenance Worker II  
Street Maintenance Worker III  
Water Distribution Operator I  
Water Distribution Operator II  
Water Distribution Operator III  
Water Quality and Customer Service Representative II  
Water System Operator I  
Water System Operator II

**C. TECHNICAL SERIES CLASSIFICATIONS**

Assistant Planner  
Associate Planner  
Library Assistant  
Neighborhood Preservation Officer  
Planning Technician  
Recreation Coordinator

**D. NEW CLASSIFICATIONS**

Any other authorized, full-time classification(s) created during the term of this MOU by the City that are appropriate to AFSCME, Local 3325 unit in one of the three occupational series groups may be added to the AFSCME bargaining unit.

**E. CLASSIFICATIONS EXCLUDED**

No member of management, supervisory or confidential staff will be included in this unit.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**ARTICLE 4. EMPLOYEE DEFINITIONS**

**EMPLOYEE, FULLTIME** - For purposes of this Memorandum of Understanding, excludes 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), of seasonal hire (school term or season of the year), or of part-time status (working less than an average of 36 hours in a workweek).

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

**EMPLOYEE, MANAGEMENT** - 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

Any employee having authority to exercise independent judgment to hire, transfer, suspend, layoff, 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. (e.g., "management employee" shall be interpreted to mean those classes above Police Sergeant and Foreman.)

**EMPLOYEE, PROFESSIONAL** - Employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction including, but not limited to engineers.

**ARTICLE 5. MANAGEMENT AND EMPLOYEE RIGHTS**

**5.1 MANAGEMENT RIGHTS RESERVED**

All management rights and functions except those, which are clearly and expressly limited in this MOU, shall remain vested exclusively by 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

- 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 the financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion, or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine the 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.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

- 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 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 MOU, and then only to the extent such specific and express terms are in conformance with law. As pursuant to the law, all subjects, 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.

**5.2 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. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any union because of his/her exercise of these rights.

It is agreed and understood that the City maintains the right to discuss with an employee his/her performance or work behavior and the right to interview employees on any matter of employment.

If an employee reasonably believes a meeting could result in disciplinary action, that employee may be represented by the person or organization of his/her choice. The investigatory interview shall be scheduled in a reasonable period of time, depending upon the cause for investigation.

Should the application of the language in this section become a problem or concern for the City, the City shall request the Union meet and confer on resolving those concerns.

**5.3 EMPLOYEE RIGHTS**

The rights of employees in the Union are limited to those specifically set forth in this MOU, and the City retains all authority, powers, privileges and rights not specifically limited by the terms of this MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by AFSCME, Local 3325 at the time of the signing of this MOU which are not included in this MOU shall remain in full force, unchanged and unaffected in any matter during the term of the MOU 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 MOU.

**ARTICLE 6. SAVINGS CLAUSE**

**6.1 STATE AND FEDERAL OBLIGATIONS**

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

**6.2 COURT ACTIONS/LEGISLATION**

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

**6.3 BINDING**

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

**6.4 PRIVATE VERSUS MUNICIPAL WORK FORCE**

In the event the City contracts with a private company to perform work currently performed by employees represented by AFSCME, the City agrees to make every effort in its contract negotiations with the private company for the company to hire displaced City workers.

**ARTICLE 7. FULL UNDERSTANDING, MODIFICATIONS, WAIVER**

It is intended that this MOU 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.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

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

**ARTICLE 8. SALARY**

**8.1 SALARY ADJUSTMENT**

Effective the first full pay period starting on or after July 1, 2021, or at the signing of a new Agreement, whichever is later, the base salaries and related salary ranges of all unit employees who are active on payroll will increase by two percent (2%) as reflected in Attachment A of this MOU (AFSCME Local 3325 Salary Schedule effective July 3, 2021).

Effective the first full pay period starting on or after July 1, 2022, the base salaries and related salary ranges of all unit employees who are active in payroll will increase by two-and-one-half percent (2.5%) as reflected in Attachment B of this MOU (AFSCME Local 3325 Salary Schedule effective July 2, 2022).

Effective the first full pay period starting on or after July 1, 2023, the base salaries and related salary ranges of all unit employees who are active in payroll will increase by two-and-one-half percent (2.5%) as reflected in Attachment C of this MOU (AFSCME Local 3325 Salary Schedule effective July 1, 2023).

If at any time during the term of this Agreement, other City employees receive a higher increase, AFSCME employees shall automatically be increased to match the higher amount.

**8.2 ADVANCEMENT THROUGH SALARY RANGE**

New employees and employees promoted or reclassified to a higher classification shall advance through the salary range as follows:

- Step 1     Upon initial employment or appointment.
- Step 2     Upon twelve (12) months' successful completion of employment at Step 1 and receipt of an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.
- Step 3     Upon twelve (12) months' successful completion of employment at Step 2 and receipt of an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325  
Effective July 1, 2021**

- Step 4    Upon twelve (12) months' successful completion of employment at Step 3 and receipt of an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.
- Step 5    Upon twelve (12) months' successful completion of employment at Step 4 and receipt of an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.
- Step 6    Upon twelve (12) months' successful completion of employment at Step 5 and receipt of a "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.

Should an employee receive anything below "meets expectations," on his/her annual performance evaluation, the employee is not eligible for a step increase, but will be re-evaluated within ninety (90) days and may be eligible for a step increase upon successful completion of the 90-day period with a "meets expectations" or above on the respective performance evaluation for that 90-day period. The twelve (12) month anniversary date for the employee's new review period is revised accordingly.

The City Manager shall have the authority to approve Step placement to a higher Step and up to a double step increase, at his/her discretion, for an employee's "Outstanding" rating on his/her performance evaluation. The Department Head shall make this request directly to the City Manager along with a completed performance evaluation reflecting the rating of "Outstanding".

### **8.3 CLASSIFICATION AND COMPENSATION ANALYSIS**

The City will complete a class and compensation survey of one (1) job family (e.g. Park Maintenance job classifications), including salary surveys of total compensation by December 31, 2021 and annually every December 31 during the term of this Agreement, as follows:

- 2021    Organizational review and classification and compensation study of Streets and Sewer Job Classifications, including certifications
- 2022    Classification and compensation study of Police Clerks, Planning, and Mechanics job Classifications
- 2023    Classification and compensation study of Neighborhood Preservation Officer and Recreation Coordinator job Classifications

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325  
Effective July 1, 2021**

The City and Union will mutually agree on the comparison cities used in the studies.

The City and AFSCME will meet and confer on the findings and incorporation of each study annually in January with an effective date of changes of February 1, 2022 and annually on February 1, every year after. Any salary changes resulting from these studies shall be effective upon City Council approval.

**8.4 SALARY UPON PROMOTION OR RECLASSIFICATION**

Employees promoted or reclassified to a classification within this bargaining unit with a higher top step shall receive an increase in base salary to Step 1 of the salary range in the higher classification or receive an increase to the step in the new salary range that provides at least a five percent (5%) base pay increase, whichever is greater.

Placement at a higher step upon promotion may be approved at the discretion of the City Manager.

**8.5 DIRECT DEPOSIT**

All new employees hired on or after July 1, 2013 must have their payroll check direct deposited into the employee's financial institution of choice.

**ARTICLE 9. ADDITIONAL COMPENSATION**

**9.1 COVID RECOVERY PAYOUT**

This section language is pending COVID Relief Plan guidelines and City Council approval.

If at any time during the term of this Agreement, other City employees receive a higher amount, AFSCME employees shall automatically be increased to match the higher amount.

**9.2 ACTING PAY**

An employee may be assigned to work in a higher class on an acting basis upon approval of the Department Head and City Manager. When an employee has served in the acting position beyond forty (40) consecutive hours or, if approved by the Department Head, prior to the consecutive forty (40) hours, the employee shall be paid at a minimum of five percent (5%) above his/her regular base pay or at Step 1 of the salary range for the higher class of the acting position, whichever is greater, retroactive to the first day served in the acting assignment.

An employee serving less than forty (40) consecutive working hours in an acting assignment of a higher classification shall not receive increased compensation for the acting assignment.



## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3).

### **9.3 BILINGUAL PAY**

Employees shall receive one-hundred-fifty dollars (\$150.00) per month (paid biweekly) for possessing the ability to speak and understand a second language. The City, in conjunction with a community college, college, or other mutually agreed upon source(s), will administer an appropriate examination and certify such employee's language abilities.

To apply for bilingual pay, the employee must complete and submit the Request for Bilingual Pay form to his/her supervisor for approval, which must be sent to Human Resources. The effective date for eligible pay is the date Human Resources receives the passing results.

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.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

### **9.4 EDUCATION/CERTIFICATION INCENTIVE PAY**

The Education/Certification Incentive Pay shall be available to employees who have successfully completed their initial probationary period.

Employees who possess a certification related to their job duties greater than that which is required for their job classification may receive fifty dollars (\$50.00) per month per certification. Commercial Driver's Licenses are not included in Education/Certification Incentive Pay.

Employees in the Neighborhood Preservation Officer job classification will receive one-hundred dollars (\$100.00) per month (paid biweekly) for possessing a Certified Code Enforcement Officer Certificate issued by the California Association of Code Enforcement Officers.

Employees who possess a Baccalaureate (BA/BS) or Master's (MA/MS/MPA) degree may receive fifty dollars (\$50.00) per month per degree. Degrees must be earned from a college or university that is accredited by the United States Department of Education, Council for Higher Education Accreditation, Western Association of Schools and Colleges, or a similar regional accrediting association as determined by Human Resources.

Employees may be paid a total maximum monthly incentive of one-hundred (\$100.00) per month for all certifications and degrees combined.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

To be considered for eligibility, employees must submit a memo and a copy of their applicable certificate and/or degree to their Department Head for review and approval, then forward to Human Resources for final review and processing.

Education/Certification Incentive Pay shall be awarded to an employee effective the beginning of the pay period following receipt of eligibility by Human Resources.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(2).

## **9.5 LONGEVITY PAY**

Employees are eligible for longevity pay per the schedule below effective the next available paycheck following the employee's hire date anniversary into a full-time regular position.

<b>Years of Service</b>	<b>Amount</b>
10 years	\$1,000
15 years	\$1,500
20 years	\$2,000
25 years	\$2,500
30 years	\$3,000
35 years	\$3,500
40 years	\$4,000

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

## **ARTICLE 10. OVERTIME**

### **10.1 OVERTIME PAY**

Overtime must be pre-approved by a Department Head or supervisor.

All hours worked in excess of forty (40) hours in the designated seven (7) day FLSA work period, shall be compensated at the rate of time-and-one-half (1.5x), or if agreed to by both the Department Head and the employee, provided as compensatory time off. Paid leave counts as hours worked for purposes of calculating overtime.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**10.2 OVERTIME MEAL**

When an employee is working more than six (6) hours of continuous emergency (unscheduled) overtime, the City shall purchase and provide a meal or reimburse the employee up to fifteen dollars (\$15.00) for a meal taken during the emergency overtime. The time to eat the meal shall be unpaid.

Scheduled overtime shall be defined as having at least forty-eight (48) hours notice prior to beginning of the overtime work.

Meal reimbursements shall be included on the employee's paycheck for the pay period after the meal reimbursement was submitted. A receipt dated with the same date as the emergency overtime for the purchased meal must be provided with a reimbursement request form.

Only food items and non-alcoholic beverages shall be eligible for reimbursement.

**10.3 USE OF THE SCADA SYSTEM**

When a Water System Operator employee actually uses the SCADA computer program, while off-duty and without coming to the worksite, the employee shall be paid a minimum of thirty (30) minutes of overtime or actual time worked if greater than thirty (30) minutes is required.

If the employee is required to return to City facilities to fix water problems, the employee shall be eligible for callback pay. Water System Operators will maintain a log for their supervisor to review regarding SCADA computer program work during on-call status.

**10.4 COMPENSATORY TIME OFF**

In lieu of receiving a cash payment for overtime, employees, with supervisor approval, may elect the option of accruing Compensatory Time Off (CTO) at the rate of time-and-one-half (1.5x), subject to a maximum accrual of sixty (60) hours.

The time during which an employee may take Compensatory Time Off shall be subject to approval by the Department Head or designee with due regard for the wishes of the employee and for the needs of the service. However, an employee wishing to use his/her accrued CTO shall provide the City with reasonable notice. Reasonable notice is defined as seven (7) calendar days. If reasonable notice is provided, the employee's request will not be denied unless it would be unduly disruptive to the department to grant the request. A request to use CTO without reasonable notice may still be granted within the discretion of the supervisor or manager responsible for considering the request.

Upon separation from City service, an employee shall be compensated for all accrued Compensatory Time Off.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**ARTICLE 11. STANDBY AND CALLBACK**

**11.1 STANDBY PAY**

All employees working standby must be able to:

1. Respond to the worksite within forty-five (45) minutes of being sent a text message or receiving a phone call; and
2. Possess the knowledge and skills necessary to assist with the emergency situation and take appropriate action.

Employees called into work while on standby will be paid overtime for the time they work outside of their regularly scheduled hours in accordance with Article 11.2 “Callback Pay”.

**A. STANDBY PROCEDURES**

The following standby procedures shall apply:

1. Standby lists will be established by Department Management and be open to any employee possessing the necessary qualifications.
2. Employees that serve on standby shall maintain a state of readiness and availability to immediately report to work.
3. Standby lists will be established every six (6) months.
4. All Public Works field personnel hired on or after March 1, 2018 are required to be available to serve in standby status and to work in emergency situations outside of normal business hours. An employee may be excused from an individual assignment of standby duty if that employee finds another employee to accept standby duty as a substitute. The substitute employee must possess proper certifications (if required), skills and training acceptable to the work unit supervisor before a substitute employee for standby duty is approved by Department Management.
5. Any employee who meets the minimum qualifications who was hired before March 1, 2018 may submit a letter of interest to participate in the standby program on a voluntary basis. The letter shall include a summary of qualifications and will be evaluated by the work unit supervisor and division manager. The work unit supervisor and division manager will establish a list and process for all mid-entry standby requests and the qualified employee will be added to the standby rotation at the beginning of a new rotation list.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**B. STANDBY QUALIFICATIONS**

**1. Streets/Sewer Division Standby List**

All qualified employees for the streets/sewer standby rotation shall possess experience in right-of-way maintenance and sewer collection system maintenance, specific training and experience in responding to sanitary sewer overflows, and be familiar with the operation of a vector truck.

**2. Water Division Standby List**

All qualified employees for the water standby rotation will possess a valid D-1 Water Distribution Certificate issued by the State of California Water Resource Control Board (SWRCB). Additionally, employees shall possess experience with customer calls to turn on and shut off water services, identifying and repairing water leaks, securing a jobsite work location, setting up traffic control, requesting emergency underground utility location services, setting up containment areas, closing a fire hydrant valve and documenting all activities via written report.

**C. WATER SYSTEM OPERATOR STANDBY LIST**

Qualified employees for standby rotation must possess D3 and T1 certifications as required by the SWRCB.

**D. STANDBY PAY AND SCHEDULE**

**1. Streets/Sewer Division**

Monday – Sunday, including holidays as defined in Articles 25.1, 25.2, 25.3 and 25.6; three (3) hours of straight time base rate of pay shall be paid for each calendar day of standby shift coverage.

**2. Water System Operator Standby**

Monday – Sunday, including holidays as defined in Articles 25.1, 25.2, 25.3 and 25.6; three (3) hours of straight time base rate of pay shall be paid for each calendar day of standby shift coverage.

**3. Water Division**

Monday – Sunday, including holidays as defined in Articles 25.1, 25.2, 25.3 and 25.6; three (3) hours of straight time base rate of pay shall be paid for each calendar day of standby shift coverage.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**11.2 CALLBACK PAY**

Employees who are called back to work following the completion of their regular work shift and departure from their place of employment will receive a minimum of two (2) hours of overtime pay. For timekeeping purposes the two (2) hour minimum may include up to thirty (30) minutes of travel time in each direction. Should the work time exceed the two (2) hour minimum, the overtime ends at the time the work is complete unless it crosses into an employee's regularly scheduled work hours, in which case the employee will receive regular pay (straight time base pay and no additional travel time) beginning with the time he/she is normally scheduled to report to work and begin his/her regular shift.

Callback Pay and the two (2) hour minimum shall not be paid for routine work done as a continuation of the workday, or for planned work scheduled in advance with the employee, or for work scheduled on a holiday (as defined in Articles 25.1, 25.2 and 25.3) in advance with the employee.

**ARTICLE 12. PROBATIONARY PERIOD**

All new and promoted employees shall be required to serve a one (1) year probationary period. An employee who is on probation and is promoted to a higher classification will begin a new 12-month probation period upon appointment to the higher classification. An employee who is on probation and is reclassified to another classification must complete his/her probationary period. An employee who is reclassified to another classification and has completed his/her initial probationary period shall not be required to complete a new probationary period.

**ARTICLE 13. DISCRIMINATION**

In accordance with Federal and State Laws and in conformance with equal opportunity objectives, it shall be an unlawful employment practice to discriminate on any basis that is protected by law. It is further agreed that the Union fully supports the City's equal opportunity objectives, and accepts its responsibility for creating a work climate conducive to achieving equal employment opportunity goals.

The parties agree not to discriminate against any employee because of membership or non-membership in AFSCME, Local 3325.

**ARTICLE 14. OUTSIDE EMPLOYMENT**

Outside employment shall be permitted for an employee only with the express prior written approval of his/her Department Head and Human Resources by submitting the Outside Employment Authorization form. An employee with existing outside employment must notify the City immediately. The Outside Employment Authorization form must be resubmitted annually or

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325  
Effective July 1, 2021**

whenever a change occurs with previously approved outside employment.

City employment takes precedence over outside employment. An outside employment request may be denied by the City if the employment violates one of the following criteria, that such employment:

1. Is in conflict with the interest of City employment;
2. Detracts from the efficiency of the employee in his/her City work;
3. Is a discredit to City employment; or
4. 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 his/her day off, or on an authorized vacation or holiday leave. Employees shall not conduct outside employment while on City time or by using City facilities, equipment, supplies or resources.

A denial of outside employment is not subject to the grievance process or any appeal procedure.

**ARTICLE 15. WORK SCHEDULES AND HOURS OF WORK**

**15.1 WORK SCHEDULES**

Employees work a seven (7) day (168 recurring hours) FLSA work period.

Work schedules are defined as an employee's regularly assigned hours of the day and days per week and may include:

1. The 9/80 schedule: Four (4) nine (9) hour days per work week and one (1) alternating eight (8) hour day/regular day off. Employees have a FLSA work week designated as beginning four (4) hours into their alternating regular day off (eight-hour day).
2. The 5/40 schedule: Five (5) eight (8) hour days per work week. Employees working the 5/40 schedule have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
3. The 4/10 schedule: Four (4) ten (10) hour days per work week. Employees working the 4/10 schedule have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

Employees assigned to Public Works Yard (except Park Maintenance and Water System Operators employees) and City Hall are assigned the 4/10 work schedule. Hours of work are assigned by the employee's supervisor. Park Maintenance employees work the 9/80 schedule and the Water System Operators work a 5/40 schedule.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**15.2 WORK HOURS**

The number of hours designated for a workday under individual work schedules are inclusive of rest periods, but exclusive of the lunch period which shall not be paid time.

Each employee shall be scheduled to work on a regular shift, and each employee shall have a regular starting and quitting time. Some employee schedules, due to the needs of the service, will vary from week to week.

Working hours for employees shall occur on weekdays and weekends, excluding holidays.

**15.3 PUBLIC WORKS HOURS**

Given the nature of the work regarding the Public Works Department and the budgetary issues the department could face, staff may need to change schedules accordingly. As such, Public Works management reserves the right to change schedules with a two (2) week notification or as work requires.

The City maintains and preserves all rights including those regarding workdays and hours in the MOU and Personnel Rules. In the case of a Department emergency, the City reserves the right to immediately end the Summer Hours. The City will notify AFSCME as soon as possible should the Summer Hours end due to an emergency.

**15.4 NOTIFICATION OF SCHEDULE CHANGE**

Except in cases of emergency, a change in the work schedule of an employee in all departments other than Public Works shall require that the employee be notified at least five (5) calendar days in advance of the change, with written notice of the change provided to the union. In the case of an emergency, the change shall be temporary and cease upon resolution of the emergency.

The City may change the work week of any of the work schedules listed in Article 15.1.

**15.5 VACATION LEAVE AND OVERTIME REQUESTS**

The City will make every effort to accommodate requests for vacation and requests to work overtime. When there are more requests than the City can accommodate, the City will consider seniority when selecting the request to be granted. However, the City retains the right to grant vacation and overtime requests based on other criteria including what it believes provides the best operational service which includes maintaining adequate staffing levels. As a result, the City reserves the right to limit the number of individuals approved for time off.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**15.6 POLICE RECORDS CLERK SCHEDULE**

The Police Records Clerk schedule shall be consistent with the scheduling practice of the Police Department shift employees.

**ARTICLE 16. MEAL AND REST PERIODS**

Every employee shall be provided two (2) paid fifteen (15) minute rest periods. One rest period should be taken during the first half of the shift and the second rest period should be taken during the second half of the shift. Employees may leave the jobsite for a rest period provided that the total time away from the job does not exceed fifteen (15) minutes.

The time at which such rest periods are taken shall be determined by the employee's supervisor. Rest periods may not be accumulated or combined. No additional compensation or time off will be provided should a rest period be missed.

Unpaid meal periods of up to one (1) hour are provided to employees (except Public Works employees who receive a thirty (30) minute unpaid meal period). The procedure for taking a meal period shall be determined by the employee's supervisor.

Public Works employees are not restricted to the worksite; however, the thirty (30) minute meal period shall be the total time allowed and shall include travel time to and from the assigned area. Employees may not use City vehicles during their lunch break for personal reasons, other than allowed by department policy.

**ARTICLE 17. HEALTH AND OPTIONAL BENEFITS PROGRAM**

**17.1 MEDICAL CONTRIBUTIONS**

The City of Covina participates in the CalPERS medical program (per the Public Employee Medical and Hospital Care Act – "PEMHCA"). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code Section 22892) toward the medical premium. Amounts are determined by CalPERS and adjusted annually. Every fulltime active employee must be covered by a health care (medical) plan verified by the Human Resources Department.

**17.2 FLEXIBLE BENEFIT CONTRIBUTION**

Pursuant to the Section 125 flexible benefit plan adopted by the City, unit members receive a monthly allowance (in addition to the CalPERS statutory minimum) to pay for eligible qualified benefits as identified in the plan Document (for example, premiums for medical, dental, vision, and supplemental life insurance).

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

Effective the first paycheck date starting on or after July 1, 2021, employees receive a monthly allowance of \$1,210.

Effective the first paycheck date starting on or after July 1, 2022, employees receive a monthly allowance of \$1,310.

Effective the first paycheck date starting on or after July 1, 2023, employees receive a monthly allowance of \$1,410.

If at any time during the term of this Agreement, other City employees receive a higher monthly allowance, AFSCME members shall automatically be increased to match the higher amount.

Employees may receive unused portions of the allowance as cash. The maximum amount of cash received is limited to the following:

- \$750 per month for employees hired into a regular fulltime position before July 1, 2013
- \$300 per month for employees hired into a regular fulltime position on or after July 1, 2013; and
- \$150 per month for employees hired into a regular fulltime position on or after June 18, 2019.

Cash payments are treated as taxable income.

Employees who opt out of the CalPERS medical plan and receive cash must provide the following:

1. Proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family" is defined as individuals the employee expects to claim for personal tax exemption deductions), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and
2. The employee must provide proof (sign an attestation) that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within thirty calendar (30) days after the start of the plan year.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

Cash-in-lieu payments will not be made if the employer knows or has reason to know that the employee or tax family does not have minimum essential coverage, or if the conditions in the previous paragraph are not satisfied.

### **17.3 DENTAL & VISION PLANS**

Enrollment in the City's dental and vision plans is voluntary.

### **17.4 SUPPLEMENTAL RETIREE BENEFIT**

For all members who are eligible "annuitants" pursuant to Government Code Section 22760 and choose to enroll in a CalPERS medical plan as an annuitant, the City will contribute the PEMHCA minimum to CalPERS on the retiree's behalf.

For all eligible retirees hired before July 1, 2013, the City will contribute \$472 per month toward an optional benefit plan until the retiree reaches age of Medicare eligibility. After the age of Medicare eligibility, the City will contribute \$31.20 per month toward an optional benefit plan. Any monies received in cash will be considered taxable income.

Eligible retiree means any person who meets the retirement eligibility standards of the Public Employees' Retirement System (PERS) and is one of the following:

1. Employee was a fulltime employee with the City on December 31, 1996;
2. Employee has ten (10) years of continuous service as a fulltime employee with the City; or,
3. Employee retired due to a job-related injury suffered while employed with the City.

For employees hired on or after July 1, 2013, as long as the City contracts with CalPERS for medical insurance, these employees shall receive the PEMHCA statutory minimum as their retiree medical benefit if they are enrolled in CalPERS medical plan.

### **17.5 BENEFIT ANALYSIS RE-OPENER**

The City agrees to meet and confer with AFSCME during the term of this MOU to review and discuss its analysis of the overall benefits package in an effort to increase benefits for members and savings for the City. There shall be no changes without an agreement.

### **17.6 LIFE INSURANCE**

The City shall provide a one-hundred-thousand-dollar (\$100,000) Term Life Insurance policy for each employee.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

### **17.7 LONG-TERM AND SHORT-TERM DISABILITY**

The City provides a Short- and Long-Term Disability Insurance program for employees covered by this M.O.U. and pays the premiums for these plans.

## **ARTICLE 18. RETIREMENT**

### **18.1 RETIREMENT**

Retirement benefits for miscellaneous employees are provided as specified under the City's contract with the California Public Employees' Retirement System (CalPERS) and include the following benefits:

1. 2.5% at 55 benefit formula for "classic" employees
2. One-half pay continuance (GC Sections 21624, 21626, 21628)
3. 1959 Survivors Benefit Level IV
4. One-year final compensation (single highest year) per GC Section 20042
5. Purchase of military service as credit for retirement purposes, in accordance with GC Section 21024.
6. The City has amended its contract with PERS to provide unused Sick Leave Credit per GC Section 20965.
7. The City has amended its contract with PERS to provide \$600 Retired Employee Death Benefit per GC Section 21622.

All "classic" miscellaneous employees contribute eight percent (8%) member contribution toward retirement. The deduction will be made on a pre-tax basis.

### **18.2 PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA)**

The retirement benefit formula for new members (employees hired on or after 01/01/2013) is two percent (2%) at 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 thirty-six (36) consecutive months of employment.

New members are required to pay a portion of the cost for the two percent (2%) per year at age 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution will be equal to the greater of fifty percent (50%) of the total normal costs attributable to the two percent (2%) per year at age 62 benefit plan, as determined by CalPERS. The mandatory contribution for PEPRA members is subject to adjustment.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**ARTICLE 19. WORKERS' COMPENSATION**

**19.1 WORKERS' COMPENSATION**

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

If an employee sustains a work-related injury or illness on-the-job and files a claim for workers' compensation benefits which is accepted, the employee shall be eligible to receive full base salary continuation for the initial period up to forty-five (45) calendar days or until the employee returns to work, whichever is earlier. Per Workers' Compensation regulations, injured employees are subject to a required three (3)-day waiting period (unpaid). 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 forty-five (45) calendar days of absence from work for each claim.

During this initial forty-five (45) 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/she must remit all Workers' Compensation temporary disability checks to the City of Covina.

For workers' compensation leaves exceeding forty-five (45) days, employees may receive temporary disability payments through the workers' compensation program. Once temporary disability payments are exhausted, the employee may be eligible for long term disability benefits.

Employees on workers' compensation leave (either receiving salary continuation or temporary disability benefits) will have the leave designated as FMLA/CFRA leave. Benefits will continue for up to twelve (12) weeks of FMLA/CFRA leave in the same manner as provided during active employment.

Employees who become ineligible for City-provided benefits may maintain enrollment in those benefit plans at their own cost in accordance with Federal Law (COBRA continuation coverage). The employee is responsible for coordinating COBRA coverage with the Human Resources Department.

**ARTICLE 20. UNIFORMS AND EQUIPMENT**

**20.1 FIELD EMPLOYEES**

The City shall provide uniforms for field employees in accordance with City policy and specific departmental and safety needs and shall pay for its upkeep and replacement.

# MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

Shirts, pants, jackets, and hats are provided, with City identification seal for on-duty wear only. The employee is required to wear the uniform while at work or responding to a call back to work or standby duty call.

Uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee upon approval by the Department Head or designee.

## **20.2 POLICE DEPARTMENT PERSONNEL**

Police Records Clerk shall receive an eight-hundred-dollar (\$800) uniform maintenance and cleaning allowance.

Employees shall receive their uniform maintenance and cleaning allowance on the first paycheck of August each year.

For “classic” CalPERS members, the parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(5).

Uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee. Prior consent for the repair/replacement shall be obtained from the Bureau Commander.

## **20.3 CLOTHING ALLOWANCE – NEIGHBORHOOD PRESERVATION OFFICERS**

Once a year, in the first paycheck of July, the City will provide two hundred dollars (\$200) for the purchase of jeans for Neighborhood Preservation Officers.

## **20.4 SAFETY BOOTS**

For safety purposes, the City shall require employees in certain classifications to wear safety boots appropriate to their specific working conditions. Each fiscal year, employees in the classifications listed below will be allotted three-hundred dollars (\$300.00) toward the purchase of boots and boot-related accessories. The respective departments shall purchase these items on behalf of the eligible employee through City-selected vendors. Amounts in excess of \$300.00 shall be paid by the employee. Department Heads have discretion over classifications appropriate for boot allowance.

- Building Maintenance Worker
- Equipment Foreman
- Equipment Mechanic
- Neighborhood Preservation Officer
- Park Foreman
- Park Worker
- Park Worker – Irrigation Specialist

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

Senior Equipment Mechanic  
Street Maintenance Worker I  
Street Maintenance Worker II  
Street Maintenance Worker III  
Street Maintenance Foreman  
Water Distribution Operator I  
Water Distribution Operator II  
Water Distribution Operator III  
Water System Operator I  
Water System Operator II  
Water Quality and Customer Service Representative II

**20.5 MILEAGE REIMBURSEMENT**

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

Employees who use their personal vehicles on authorized City business are required to maintain a valid California Driver's License and adequate automobile insurance at all times.

**ARTICLE 21. EDUCATIONAL REIMBURSEMENT PROGRAM**

**21.1 APPLICABILITY**

Employee Classifications represented by this unit.

**21.2 ELIGIBILITY**

Employees who successfully completed their respective probationary period and who seek to improve their work skills on a voluntary basis may be eligible to participate. Employees must submit a written request to the Department Head and Human Resources at least twenty-one (21) calendar days prior to the first-class meeting. Employees should not enroll until written authorization is returned by the Department Head.

**21.3 QUALIFICATIONS AND LIMITS**

All courses must be job-related and offered by vocational schools, community colleges or other institutions deemed appropriate by the Department Head and Human Resources. General courses not job-related but required for a degree are not eligible. Reimbursement will extend to registration fees, textbooks, parking fees and tuition. A minimum passing grade of "C" or "credit" must be earned in order to receive reimbursement. Expense receipts and grade card shall be turned in to the Department Head. Books reimbursed with City funds will remain the property of the City.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**21.4 FUNDING**

The availability of this program is contingent upon budgeted department funds and City resources. Requests may be denied or partially funded as determined by the Department Head or City Manager.

**21.5 COURSES DURING WORK HOURS**

When courses or seminars are offered only during the employee's regularly scheduled work hours and in the judgment of the Department Head and Human Resources such training is necessary to develop, maintain, or improve employee skill, the City shall permit the employee paid leave time to participate in the course or seminar.

**21.6 LICENSES AND CERTIFICATES**

Any licenses or certifications which the City requires, which are not part of the minimum qualifications for an employee's job classification, including any renewals, shall be paid for by the City up to \$1,000 per fiscal year, per employee. The City will also pay the employee for the time spent during work hours to acquire the license or certification.

**ARTICLE 22. SICK LEAVE**

**22.1 SICK LEAVE ACCRUAL AND MAXIMUM**

All fulltime employees shall receive ten (10) hours per month (120 hours per year, accrued biweekly) of paid sick leave with a maximum accrual of nine-hundred-sixty (960) hours. Once an employee's sick leave accruals reach 960 hours, he/she will no longer accrue sick leave until his/her sick leave accruals drop below 960 hours.

Employees hired before January 1, 1988 have no limit on the amount of sick leave they can accrue. Sick leave use will be in accordance with the Personnel Rules of the City of Covina. Employees with accrued sick leave may use sick leave any time during employment.

**22.2 USE OF SICK LEAVE EARNED**

Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (parent, child, spouse, registered domestic partner, sibling, grandparent, or grandchild as defined under California Labor Code Section 233) who is ill/injured or needs care as permitted by that law.

**22.3 SICK LEAVE USE FOR BEREAVEMENT**

An employee may be granted (on each separate occasion) up to forty (40) hours of bereavement leave with pay (i.e. use of accrued sick leave) in the event of death to a



## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

member of the employee's immediate family. For the 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.

### **22.4 SICK LEAVE REPORTING**

An employee who is unable to report to work for his/her scheduled shift shall either call or have someone call his/her supervisor to notify the City of the absence at least sixty (60) minutes preceding the time he/she is scheduled to report to work. If the supervisor does not answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence. Sick leave use must be noted on the City's official leave form and submitted with payroll.

Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used sixty (60) hours that involves the illness of the employee or family member. However, if the City suspects abuse of sick leave (i.e., calling out sick when the employee is not sick) the City may request a physician's certification for any such absence.

### **22.5 PAYOUT OF ACCRUED SICK LEAVE UPON RETIREMENT**

1. For employees hired prior to January 1, 1988, upon retirement from the City, they are eligible to receive a payout equal to one-half (50%) of their accrued sick leave, up to a maximum of two thousand (2,000) hours (a 1,000-hour payout) at their base hourly rate of pay. Any sick leave not cashed out will be reported to CalPERS for service credit per Government Code Section 20965.
2. Employees hired on or after January 1, 1988 through June 30, 2018, upon retirement from the City are eligible to receive a payout equal to one-half (50%) of their accrued sick leave, up to a maximum of 960 hours. Any sick leave not cashed out will be reported to CalPERS for service credit per Government Code Section 20965.
3. Employees hired on or after the July 1, 2018 cannot cash out sick leave. Unused sick leave hours on the books at time of retirement from the City of Covina will be reported to CalPERS as service credit per Government Code Section 20965.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**ARTICLE 23. VACATION LEAVE**

**23.1 VACATION ACCRUAL**

Vacation is provided based on years of fulltime service as follows:

<b>Years of Service</b>	<b>Annual Total</b>
1-5 Years Complete	104 hours
6-10 Years Complete	144 hours
11-15 Years Complete	168 hours
16 or more years	184 hours

**23.2 VACATION MAXIMUM**

For employees hired into a fulltime position prior to January 1, 2014, the accrual of vacation carry over shall be limited to two (2) times the annual accrual of those employees in the maximum earning category of 16 or more years as allowed under Article 23.1.

For employees hired into a fulltime position on or after January 1, 2014 the maximum vacation accrual is one-and-one-half (1.5) times the employees' annual accrual.

An employee who has accrued the maximum vacation accrual will not accrue additional vacation until he/she uses vacation and has reduced his/her vacation accrual balance below the maximum accrual.

**23.3 VACATION CASH OUT**

Each calendar year, an employee may sell back to the City his/her accrued and unused vacation hours at the employee's straight time (1x) rate of base pay up to the following annual maximum amounts:

2021	One hundred (100) hours total in the calendar year
2022	Forty (40) hours total in the calendar year
2023	Forty (40) hours total in the calendar year
2024	Twenty (20) hours in the calendar year

Requests for vacation cash out will be accepted during the months of May and October each year. Payments will be processed on the first available payroll following the request.

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

## **23.4 VACATION PAYOUT UPON SEPARATION**

Upon separation from employment with the City, unused vacation time will be paid to the employee at the employee's current base hourly rate of pay. Vacation payouts are treated as taxable income.

## **ARTICLE 24. STATUTORY LEAVES**

The City agrees that it will comply with the state and federal family and medical care leave act (FMLA), the state Pregnancy Disability Leave Act (PDLA) and the state and federal laws on military leave.

## **ARTICLE 25. HOLIDAYS**

### **25.1 FIXED HOLIDAYS DEFINED**

Except as otherwise noted, employees receive time off (equal to their regularly scheduled hours) in lieu of working on the following fixed holidays:

- |                                |                            |
|--------------------------------|----------------------------|
| 1. New Year's Day              | 7. Indigenous Peoples' Day |
| 2. Martin Luther King, Jr. Day | 8. Veterans' Day           |
| 3. Presidents' Day             | 9. Thanksgiving Day        |
| 4. Memorial Day                | 10. Day after Thanksgiving |
| 5. Fourth of July              | 11. Christmas Day          |
| 6. Labor Day                   |                            |

### **25.2 FIXED HOLIDAY IMPLEMENTATION**

1. If a holiday falls on a scheduled workday, the holiday will be observed on that particular day. For example, if Labor Day falls on a Monday, then Monday shall be observed as the holiday.
2. If a holiday falls on a Friday, where City Hall is regularly closed, or on the Saturday following a Friday after which City Hall is regularly closed, then a floating holiday (based on the employee's regularly scheduled work hours) will be granted to the affected employees.
3. If a holiday falls on a Saturday following a Friday in which City Hall or another facility in which the employee is assigned to work is scheduled to be opened, the holiday will

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

be observed on the day prior (Friday), and City Hall will be closed in observance of the holiday.

4. If a holiday falls on a Sunday, the holiday will be observed on the following Monday (City Hall/facilities will be closed).
5. If a fixed holiday is observed on an employee's regularly scheduled day off (other than the Friday off as described above) (e.g. due to his/her alternative work schedule) then the employee will receive floating holiday hours equal to the hours that he/she was regularly scheduled to work.

### **25.3 WORKING ON A FIXED HOLIDAY**

If an employee is required to work on any of the above fixed holidays, he/she will receive overtime pay for the hours worked in addition to the holiday pay in the amount equal to his/her regularly scheduled work hours.

### **25.4 FLOATING HOLIDAYS**

In addition to fixed holidays, employees shall be provided floating holiday leave time. Floating holiday leave banks are capped at fifty (50) hours. All employees shall receive up to thirty (30) floating holiday hours annually with the first pay period in January. An employee may receive a pro-rated annual allotment if the annual allotment of 30 hours would result in the employee's bank exceeding 50 hours. Floating holiday time may be used in incremental (hourly) amounts.

In special cases, where it has not been possible due to workload or other factors for an employee to use his/her floating holiday leave in excess of the maximum accrual, in lieu of time off, the employee may submit a written request (in advance of the floating holiday leave actually accruing) to exceed his/her floating holiday leave bank.

Employees shall receive prior written permission from their supervisor when requesting to use floating holiday leave time. Such requests may be granted after due consideration of the employee's needs. However, primary consideration will be given to department service and staffing levels. The timeframe to use the rolled over floating holiday hours is at the discretion of the Department Head.

Upon separation of employment, all earned but unused floating holiday hours will be paid to the employee at the base hourly rate of pay.

### **25.5 FLOATING HOLIDAYS - ACCRUAL FOR NEW EMPLOYEES**

Floating holidays shall be pro-rated two-and-one-half (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.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**25.6 HOLIDAY CLOSURE**

The City reserves the right to close nonessential, non-safety facilities between Christmas Eve and New Year's Day. This will result in employees being placed in an authorized unpaid leave status. Employees may use accrued vacation, floating holidays, compensatory time, or remain in an unpaid leave during this period. Only employees hired within the calendar year who have not accrued enough total leave time to cover the holiday closure shall be permitted to use accrued sick leave.

The City shall have the discretion to advance vacation or floating holiday time, which will be earned by the employee in the future, to those employees who request it and who do not have any current vacation, floating holiday, or compensatory time and do not wish to be in an unpaid leave status during the closure.

**ARTICLE 26. JURY DUTY AND COURT APPEARANCES**

**26.1 JURY DUTY**

Employees shall be granted leave with pay annually, for fifteen (15) work days of jury duty service.

1. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. In order to be compensated for this time, the employee shall provide documentation from the court of the hours served for jury duty to his/her supervisor.
2. If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a text message or voicemail the night before if the employee finds out via a phone recording that he/she must report the next day.
3. An employee on jury duty must either return to work after the jury service is done for the day or call in to his/her supervisor to determine whether he/she must report back to work on that day.
4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change his/her schedule as a result of being called to jury duty.
5. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to change his/her work hours in order to report to jury service under the same provisions as 1-3 above.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

6. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of ten (10) hours before or after assigned jury duty. If there is less than ten (10) hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of ten (10) hours. If there is less than ten (10) hours between the end of jury duty and the start of his/her shift, an employee will be able to delay his/her usual start time to ensure a ten (10) hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued time subject to supervisor approval.

### **26.2 NON-WORK-RELATED COURT APPEARANCE**

In the case where a legal 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 an employee's 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.

### **26.3 WORK-RELATED COURT APPEARANCE**

In the case where attendance in court is job-related, upon review and approval of the employee's Department Head, the time required will be paid as regular hours worked and no use of accrued leave will be required by the employee as he/she will be considered on duty.

## **ARTICLE 27. GRIEVANCE PROCEDURE**

### **27.1 GRIEVANCE PROCEDURE**

Section 1. Definition: A grievance is defined as any dispute concerning the application or interpretation of any rule or policy of the Personnel Rules of the City of Covina, of this MOU, or of departmental rules and regulations.

Section 2. Type I Grievance Procedure:

**Step 1: Informal Discussion**: The grievant shall discuss the grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance, and said grievance shall be considered waived if not so presented to the immediate supervisor within fourteen (14) calendar days following the day the event occurred upon which the grievance is based. The immediate supervisor shall respond in writing

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

within seven (7) calendar days following the meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance at the next step.

**Step 2: Division Head Review** (First level of Review): If the grievance is not settled at Step 1, the grievant may submit the grievance in writing to his/her Division Head within seven (7) calendar days of the receipt of the grievance response at Step 1 or within twenty-one (21) calendar days following the day the event occurred if no written response is received. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Division Head shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within fourteen (14) calendar days from the date of the meeting. Failure of the Division Head to respond within such time limits shall entitle the grievant to process his/her grievance at the next level of review.

**Step 3: Department Head Review** (Second Level Review): If the grievance is not settled at Step 2, the grievant may serve written notice of the grievance to the Department Head within fourteen (14) calendar days of the receipt of the Step 2 grievance response or twenty-one (21) calendar days following the date of the Step 2 meeting occurred if no written response is received. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Department Head shall meet with the grievant, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within fourteen (14) calendar days from the date of the meeting. Failure of the Department Head to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

**Step 4: Human Resources Review** (Third Level Review): If the grievance is not settled at Step 3, the grievant may serve written notice of the grievance to the Human Resources Manager within seven (7) calendar days following receipt of the grievance response at Step 3 or twenty-one (21) calendar days following the date of the Step 3 meeting if no written response is received. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such notice is served, the Human Resources Manager shall meet with the grievant, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within fourteen (14) calendar days from the date of the meeting. Failure of the Human Resources Manager to respond within such time limits shall entitle the grievant to process the grievance at the next level of review.

**Step 5: City Manager/Designee Review** (Final Level of Review): If the grievance is not settled at Step 4, the grievant may serve written notice of the grievance to the City



## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

- Manager or his/her designee within fourteen (14) calendar days following receipt of the grievance response at Step 4 or twenty-one (21) calendar days following the date of the Step 4 meeting if no written response is received. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the City Manager or his/her designee shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, within twenty-one (21) calendar days from the date of the meeting. The City Manager's decision, working in conjunction with his/her designee shall be final in all Grievances.
- Section 3. Scope of Grievance: Any regular, employee in the competitive service shall have the right to file a grievance. Additional information relevant to the identified issue or cause may be added as the grievance progresses. New issues or cause for action shall not be added to the existing grievance once it has been filed and progressed beyond Step 2 (Level 1) Division Head Review.
- Section 4. Right of Grievant to Representation: The grievant has the right to be represented by any person or attorney he/she may select during the various stages of the grievance procedure.
- Section 5. Reprisals: Employees shall be free from reprisal for using any of the grievance procedures as indicated in the Personnel Rules.

### ARTICLE 28. DISCIPLINE

#### 28.1 DISCIPLINARY APPEAL PROCEDURE

The following disciplinary appeal procedures only apply to bargaining unit members. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal/termination.

**Request for Appeal Hearing:** An employee may submit a written request for appeal to the Human Resources Manager within fourteen (14) calendar days from: 1) Receipt of the final notice of discipline; or 2) The date of attempted delivery of the notice by the Post Office or delivery service to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

**Appeal Hearing Officer:** The appeal hearing officer shall be an individual selected through State Mediation and Conciliation Service (SMCS).

**Date and Time of the Appeal Hearing:** Once the appeal hearing officer has been designated, the Human Resources Manager will set a date for an appeal hearing. The



## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

employee shall be notified in writing at least twenty-one (21) calendar days prior to the scheduled date of the hearing.

**Prehearing Notice of Witnesses and Evidence:** No later than ten (10) calendar days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing unless either party agrees to an extension. The City will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

**Subpoenas:** Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

**Continuances:** The appeal hearing officer may continue a scheduled hearing only upon good cause shown.

**Record of the Appeal Hearing:** The hearing shall be recorded, either electronically or by a court reporter, at the option of the City. If the City orders a transcript or makes a transcript of the recording, the City will notify the employee within three (3) days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

**Employee Appearance:** The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.

**Cost of Hearing:** The parties agree to split the costs incurred as a result of the Hearing.

### **Hearing Process:**

- 1) **Sworn Testimony:** All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his/her hand and respond to the following: *“Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”*
- 2) **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the

## MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325

**Effective July 1, 2021**

hearing officer decides is the most conducive to determining the truth. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but over timely objection shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.

- 3) **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
- 4) **Burden of Proof:** The City has the burden of proof of the charges by the preponderance of the evidence.
- 5) **Authority of Hearing Officer:** The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Procedures.

### **Presentation of the Case:**

The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:

- 1) The City is permitted to make an opening statement;
- 2) The employee is permitted to make an opening statement;
- 3) The City will produce its evidence;
- 4) The employee will produce his/her evidence;
- 5) The City, followed by the employee, may present rebuttal evidence;
- 6) The City is permitted to make a closing statement;
- 7) The employee is permitted to make a closing statement.

### **Written Briefs:**

Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

### **Appeal Hearing Officer's Recommended Decision:**

Within sixty (60) calendar days of the conclusion of the hearing, the appeal hearing officer shall make written findings and a recommended decision as to the discipline.

The City Manager shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the City Manager is final. There is no process for reconsideration.

### **Proof of Service of the Written Findings and Decision:**

The City will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform the City of his/her current mailing address. A copy of the decision shall also be provided to the Human Resources Manager.

Pursuant to the Code of Civil Procedure sections 1094.5 and 1094.6, the parties have ninety (90) calendar days from the date of the proof of service of mailing of the written findings and decision to appeal the City's decision on the appeal to the Superior Court in and for the County Los Angeles.

### **Appeal Rights for Written Reprimands:**

An employee who is issued a written reprimand shall have the right to request a meeting (within 10 calendar days of issuance of the reprimand) with the City Manager (or his/her selected designee) to challenge the issuance of the written reprimand. The employee will be permitted to offer evidence at this meeting in the form of witnesses or documents. The City Manager shall make a final and binding decision following the meeting within thirty (30) calendar days on whether the written reprimand shall stand, be removed from the employee's personnel file or modified.

## **ARTICLE 29. LAYOFF PROCEDURE**

### **29.1 SENIORITY**

Seniority for the purposes of layoff and the establishment of reemployment lists shall be defined as an employee's total cumulative time served in a regular permanent status within the classification and is in active status upon the effective date of the layoff. All seniority shall be lost in the event an employee is laid off for a period of more than two (2) years, or due to resignation, discharge, or retirement.

## **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

Employees on promotional probation are provided with layoff procedural rights as per this Agreement only if they have attained permanent regular status.

### **29.2 ORDER OF LAYOFF**

Layoff within a classification of a regular permanent status employee shall be accomplished on a last appointed, first laid-off order basis and in the following order:

1. Contract/Temp Agency employee within the same job classification or performing similar work as other City employees who are laid off
2. Probationary Employee
3. Permanent Employee according to procedures set forth below

Contract, temporary, provisional, part-time and limited term employees have no layoff protection.

### **29.3 PERMANENT EMPLOYEE ON PROMOTIONAL PROBATION**

A regular permanent employee serving in a promotional probationary period in a position designated for layoff will be returned to the previously held classification in lieu of layoff. When two or more employees are serving in promotional probationary assignments in the same classification and position(s) are designated for layoff, the employee with the most seniority will have priority to remain in the current classification if available or be returned to the position previously held.

### **29.4 PERMANENT EMPLOYEE OFF PROBATION**

Employees who have completed their initial or promotional probationary period in a classification with a position(s) subject to layoff shall be listed in the order of their seniority. The employee with the lowest/least seniority shall be given the opportunity to transfer to a comparable vacant and budgeted position within the bargaining unit for which the employee is qualified. If such a vacancy does not exist, the employee shall be given the opportunity to exercise his/her seniority to be placed in any lower classification (within the bargaining unit) for which he/she is qualified (i.e. bumping), or to accept the lay-off. Employees who are displaced by bumping will then be offered the opportunity to be transferred or be demoted in the same manner until there are no other transfer or demotion opportunities. When this occurs, the employee in the lowest level classification with the least amount of seniority will be subject to layoff.

### **29.5 REINSTATEMENT TO FORMER CLASSIFICATION**

If a vacancy becomes available in a classification that was designated for layoff, the City will fill that position in the following manner:

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

1. All employees demoted or transferred in lieu of lay-off shall be reinstated to their former classification if there is a vacancy.
2. If the vacancy cannot be filled by an employee who demoted or transferred in lieu of layoff, then the City will re-hire from the Re-Employment List.
3. If the vacancy cannot be filled by an employee on the Re-Employment List, then the City will conduct an open recruitment to fill the vacancy.

**29.6 RECALL LIST**

All laid off permanent employees shall be placed in order of seniority on a recall list for two (2) years, and shall retain existing seniority rights for such period.

When a vacancy occurs for which a recall 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.

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

Notice of vacancy to an employee on a recall 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, 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 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 a manner, the employee's name shall be removed from the recall list after notification to AFSCME. An eligible employee shall have ten (10) working days from receipt of notice to report to work. An employee who declines the available vacant position shall be removed from the recall list.

A copy of the notice of vacancy to employees will be sent to AFSCME.

Notice of intent to remove a name from the recall list shall be sent to AFSCME.

**ARTICLE 30. UNION DEDUCTIONS AND BUSINESS**

**30.1 UNION DUES**

The American Federation of State, County and Municipal Employees, AFSCME Local 3325, affiliated with AFSCME District Council 26 is the formally recognized exclusive employee organization representing this unit. AFSCME will provide written notice (written notice may be provided electronically) to the City certifying that it has received authorization to have the regular dues of its members deducted from their paychecks.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

Dues deductions begin at the beginning of the pay period following receipt of written notice to begin dues deductions. Dues deductions shall be for a specified amount. Dues deduction authorization may be canceled and the dues check-off payroll discontinued annually during the first week of July by the member upon a voluntary written notice to the Union. Employee payroll deduction authorizations shall be in uniform amounts for dues deductions.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Union is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period. If a member is in a non-pay status during only a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. For payroll purposes, all other legal and required deductions have priority over employee organization dues.

Dues withheld by the City shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.

AFSCME shall indemnify, defend, and hold the City of Covina harmless against any claims made and against any suit instituted against the City of Covina on account of check-off of employee organization dues. In addition, all such employee organizations shall refund to the City of Covina any amounts paid to it in error upon presentation of supporting evidence.

**30.2 ACCESS TO WORK LOCATIONS**

Reasonable access to employee work locations shall be granted to officers of the union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or the Human Resources Manager. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during work hours. For purposes of this section only lunch breaks shall not be considered working hours.

**30.3 USE OF CITY FACILITIES**

The union may, with the prior approval of the Human Resources Manager, be granted the use of City facilities during non-work hours for meetings of employees represented by

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

AFSCME under this MOU provided space is available, and provided further such meetings are not used for matters involved with political, religious, or commercial endeavors. Violation of these conditions by the Union will be cause for revocation of the Union's right to use such City facilities.

The City reserves the right to assess the Union for reimbursement of its direct expenses incurred for the Union's use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as tables and chairs, is strictly prohibited.

**30.4 AVAILABILITY OF DATA**

The City will make available to the Union such non-confidential information pertaining to employment relations as is permitted under the law.

Upon the Union's request, the City agrees to provide the Union a list of dues-paying and AFSCME unit members.

Per Labor code section 1198.5, employees have access to their personnel files.

**30.5 NEW EMPLOYEE ORIENTATION**

One (1) Union representative will be provided with paid release time to meet with newly hired City employees in represented AFSCME classifications. The Union representative will be allowed up to one (1) hour for each orientation session to talk to new Unit members and to explain the rights and benefits under the MOU. The Union will be given notice of a new employee orientation at least ten (10) days prior to the session.

The City will hold new employee orientation on a regular basis or at least on a quarterly basis, given there are new employees.

The City will not guarantee the availability of media/equipment for the presentation (e.g. PowerPoint), but will allow the Union to use such media/equipment if it is available.

The City will provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer, and the home address of all new bargaining unit employees within thirty (30) calendar days of hire.

The City will provide the Union with the same information above for all employees at least every one-hundred-twenty (120) calendar days. The City will provide the information in electronic format when the information is stored in a manner that allows it to be provided electronically.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**30.6 UNION RELEASE TIME**

The City shall provide forty (40) hours of on-duty time beginning on January 2 of each calendar year to the Union President or Designee to conduct Union business. In addition, said forty (40) hours may be utilized by two (2) Union President designees to act as stewards for grievance processing. It is noted that negotiation time for matters concerning wages, hours, terms and conditions of employment is not included in this 40-hour allotment. The Union President shall notify his/her Division and Department Head Supervisor in writing twenty-four (24) hours in advance that: (1) he/she wishes to be released from the worksite to conduct Union business; (2) the time he/she wishes to be released; (3) the location(s) where he/she intends to be; and (4) the time he/she intends to return to the worksite.

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 Union President and the parties will meet to set a mutually acceptable alternate time for the Union President to be released from the worksite.

Upon completion of such Union business, the Union President shall report in writing with signature, usage of said time to the Division or Department Head Supervisor who shall in turn forward a copy of such usage to the Employee Relations Officer/City Manager.

**30.7 RESOLUTION OF IMPASSE**

Impasse procedures may be initiated only after the possibility of settlement by direct discussion has been exhausted. Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. The impasse procedures may include:

1. **MEDIATION**— Either party may request that the parties engage in mediation as the first step to resolve impasse. The efforts of an impartial third person, or persons, functioning as intermediaries, shall be used to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. All mediation proceedings shall be private. The Mediator shall make no public recommendations nor take any public position concerning the issues.
2. **FACT-FINDING PANEL**—The Union may request the parties' differences be submitted to a fact-finding panel by complying with the provisions of the Meyers-Milias-Brown Act (MMBA).



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

3. CITY COUNCIL- After a hearing on the merits of the impasse/dispute, or following the receipt of a report from a fact-finding panel, the City Council may take action to resolve the impasse.
4. OTHER—Any other dispute-resolving-procedures to which the parties mutually agree or which the City Council may order.

The fees and expenses, if any, of mediators or of any other impasse procedure, shall be payable one-half by the City and one-half by the employee organization.

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**Effective July 1, 2021**

**SIGNATURES**

The parties hereto have caused this Memorandum of Understanding to be executed this 6<sup>th</sup> day of July, 2021.

AFSCME LOCAL 3325

CITY OF COVINA

Markece Peco      8/19/2021  
 Markece Peco      Date  
 President, Local 3325

Jorge A. Marquez      8/23/2021  
 Jorge A. Marquez      Date  
 Mayor

Luis Schmidt      8/23/2021  
 Luis Schmidt      Date  
 AFSCME Union Representative

Chris Marcarello      8/23/2021  
 Christopher Marcarello      Date  
 City Manager

Suzanne Stone      8/23/2021  
 Suzanne Stone      Date  
 Human Resources Manager

Anita Agramonte      8/23/2021  
 Anita Agramonte      Date  
 Director of Administrative Services

Attest:

Georgianna Nicole Alvarez      8/23/2021  
 Georgianna Nicole Alvarez      Date  
 Chief Deputy City Clerk

## **RESOLUTION CC 2021-109**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE FISCAL YEAR 2021-22 BUDGET TO APPROPRIATE \$250,000 OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR USE ON ELIGIBLE PROJECTS AND PROGRAMS**

**WHEREAS**, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic; and

**WHEREAS**, approximately \$350 billion of the ARPA funding was allotted to assist state, local, tribal, and territory governments in responding to the COVID-19 pandemic; and

**WHEREAS**, such funds are to be used in accordance with the guidelines of the plan summarized below:

#### **Use of Funds:**

- To respond to the public health emergency or its negative economic impacts, including assistance to households, small business, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; and
- For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- To make necessary investments in water, sewer, or broadband infrastructure.

**WHEREAS**, the City of Covina is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California ("City"); and

**WHEREAS**, the Fiscal Year 2021-22 Operating Budget was approved on June 1, 2021; and

**WHEREAS**, the approved Fiscal Year 2021-22 Operating Budget is in accordance with applicable ordinances of the City and statutes of the State; and

**WHEREAS**, the City of Covina has received the first tranche of American Rescue Plan Act (ARPA) funds in the amount of \$5,675,524 on July 13, 2021, and the remaining funding will be received approximately 12 months later; and

**WHEREAS**, the City of Covina wishes to establish a new fund in order to appropriately account for the American Rescue Plan Act (ARPA) monies, this fund number being 2990.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** Amend the Fiscal Year 2021-22 Operating Budget as follows:

Account Number	Description	Project Name	Amount
29903300-5XXXX	ARPA-Community Programs	Non-Profit Support, Covina Woman's Club	\$50,000
29904750-5XXXX	ARPA-Information Technology	Cybersecurity and Communication System Upgrades	\$200,000

**SECTION 2.** This Resolution shall take effect immediately upon adoption.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED** and **PASSED** this 21<sup>st</sup> day of September, 2021.

City of Covina, California

BY:

  
JORGE A. MARQUEZ, Mayor

ATTEST:

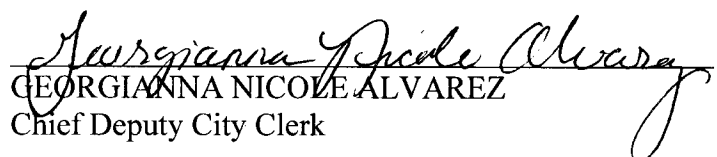
  
GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk

### **CERTIFICATION**

I, Georgianna Nicole Alvarez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2021-109 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 21<sup>st</sup> day of September, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ALLEN, KING, LINARES, CORTEZ, MARQUEZ  
NOES: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: NONE

Dated: September 22, 2021

  
GEORGIANNA NICOLE ALVAREZ  
Chief Deputy City Clerk

## **RESOLUTION CC 2022-60**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, AMENDING THE CITY'S CLASSIFICATION PLAN AND SALARY RANGE AND ESTABLISHING SPECIAL ASSIGNMENT PAY, AND AUTHORIZING A SIDE LETTER BETWEEN THE CITY OF COVINA AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT COUNCIL 36**

**WHEREAS**, the City of Covina ("City") is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California; and

**WHEREAS**, the Public Works and Human Resources Departments desire to amend the City's Classification Plan to establish the classifications of Maintenance Worker I, II, and II, Sewer Maintenance Worker III, and Building Maintenance Worker I, II, and III; revise the job descriptions for Water Distribution Operator I and II; and enter into a Side Letter Agreement between the City of Covina and the American Federation of State, County and Municipal Employees, Local 3325 Affiliated with AFSCME District Council 36 (AFSCME") revising Article 3.1., B. and establishing Article 9.6 of the Memorandum of Understanding (MOU) between the City of Covina and AFSCME. The job descriptions for these positions are attached to this Resolution as Exhibit A. The revised AFSCME Salary Schedules, effective July 2, 2022 and July 1, 2023 are attached to this Resolution as Exhibit B.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council approves and authorizes the Human Resources Manager to establish the amendments as follows:

- A. Effective July 2, 2022, the classifications of Building Maintenance Worker I, II, and III, Maintenance Worker I, II, and III, and Sewer Maintenance Worker III shall be established and shall replace the previous job classifications of Building Maintenance Worker and Street Maintenance Worker I, II, and III, and the salary ranges for each classification shall be added to the current salary schedule for full time employees.
- B. Employees in the Building Maintenance Worker I classification shall be Y rated at their current salary and new employees in this job classification shall be provided a salary at a step within the newly established salary range as per the AFSCME MOU, Article 8.4 SALARY UPON PROMOTION OR RECLASSIFICATION.
- C. The respective job descriptions are attached hereto as Exhibit A. The amended AFSCME Salary Schedules with the new salary ranges for each job classification are attached hereto as Exhibit B. The Department is authorized to amend the 2022-23 Fiscal Year budget for these positions.
- D. Effective July 2, 2022, employees in the classifications of Maintenance Worker I and Maintenance Worker II who are assigned to work in the Sewer Section of the Street and Sewer Division and possess the appropriate certifications as per their respective job descriptions shall be compensated at five percent (5%) of base salary

as Special Assignment Pay for assignment in the Sewer Section when the employee has served in the Sewer assignment beyond eighty (80) consecutive hours and until the assignment ends.

**SECTION 2.** The City Council approves and authorizes the City Manager to execute a Side Letter Agreement between the City of Covina and AFSCME revising Article 3. 1, B. and establishing Article 9.6 of the Memorandum of Understanding between the City of Covina and AFSCME, adopted by the City Council on July 6, 2021 attached hereto as Exhibit C.

**SECTION 3.** The City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 21<sup>st</sup> day of June, 2022.

City of Covina, California

BY:   
PATRICIA CORTEZ, Mayor

ATTEST:

  
FABIAN VELEZ, Deputy City Clerk

**CERTIFICATION**

I, Fabian Velez, Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2022-60 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 21<sup>st</sup> day of June, 2022, by the following vote:

AYES: COUNCIL MEMBERS: LINARES, MARQUEZ, ALLEN, CORTEZ  
NOES: COUNCIL MEMBERS: NONE  
ABSTAIN: COUNCIL MEMBERS: NONE  
ABSENT: COUNCIL MEMBERS: KING

Dated: June 22, 2022

  
FABIAN VELEZ, Deputy City Clerk

# **SIDE LETTER OF AGREEMENT**

**BETWEEN**

**THE CITY OF COVINA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT COUNCIL 36**

This Side Letter of Agreement ("Agreement") between the City of Covina ("City") and the American Federation of State, County and Municipal Employees, Local 3325 Affiliated with AFSCME District Council 36 ("AFSCME") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, on July 6, 2021, the City Council approved the Memorandum of Understanding (MOU) between the City of Covina and AFSCME; and

**WHEREAS**, the AFSCME MOU, Article 8.3 Classification and Compensation Analysis (Analysis) establishes that the City will complete a class and compensation survey of one (1) job family, including salary surveys of total compensation by December 31, 2021 and annually every December 31 during the term of this Agreement; and

**WHEREAS**, the City completed the December 2021 organizational review and classification and compensation study of the Streets and Sewer job classifications, including certifications, which also impacted the Building Maintenance Worker job classifications; and

**WHEREAS**, the City provided a recommendation to AFSCME based on the Analysis to amend the Street Maintenance Worker and the Building Maintenance Worker job families, including providing Special Assignment Pay of five percent (5%) of base pay for employees in the Maintenance Worker I and II classifications when they are assigned to the Sewer section, and a separate salary range for employees in the newly established Sewer Maintenance III classification; and

**THEREFORE**, the City and AFSCME agree to revise the language set forth in the parties' Agreement:

1) ARTICLE 3.1, B. of parties' MOU shall be revised as follows:

## **B. MAINTENANCE SERIES CLASSIFICATIONS**

Building Maintenance Worker I  
Building Maintenance Worker II  
Building Maintenance Worker III  
Equipment Foreman  
Equipment Mechanic

General Maintenance Worker  
Park Foreman  
Park Worker  
Park Worker – Irrigation Specialist  
Senior Equipment Mechanic  
Sewer Maintenance Worker III  
Street Maintenance Foreman  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker III  
Water Distribution Operator I  
Water Distribution Operator II  
Water Distribution Operator III  
Water Quality and Customer Service Representative II  
Water System Operator I  
Water System Operator II

- 2) ARTICLE 9 of parties' MOU shall be revised as follows:

#### **9.6 SPECIAL ASSIGNMENT PAY**

Unit employees in the Maintenance Worker I and II job classifications, when assigned to work in the Sewer section of the Streets and Sewer division and who possess the appropriate certifications as per their respective job descriptions shall be compensated at five percent (5%) of his/her base salary when the employee has served in the Sewer assignment beyond eighty (80) consecutive hours and until the assignment ends.

An employee serving eighty (80) consecutive working hours or less in the Sewer section assignment shall not receive increased compensation for the assignment unless otherwise approved by the Department Director.

Rotation and assignment to the Sewer section is based on availability and operational needs, and shall be established by the Department Director.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(3).

This side letter shall become effective July 2, 2022 and only upon City Council approval.

**FOR THE CITY OF COVINA**

  
\_\_\_\_\_  
Christopher Marcarello, City Manager

6/22/22  
\_\_\_\_\_  
Date



**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT  
COUNCIL 36**



Luis Schmidt  
Business Representative  
AFSCME District Council 36

6/30/22

Date



Markece Peco  
President

6-30-22

Date

# **SIDE LETTER OF AGREEMENT**

**BETWEEN**

**THE CITY OF COVINA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES LOCAL 3325**

This Side Letter of Agreement ("Agreement") between the City of Covina ("City") and the American Federation of State, County and Municipal Employees Local 3325, Affiliated with AFSCME District Council 36 ("AFSCME") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, on July 6, 2021, the City Council approved the Memorandum of Understanding (MOU) between the City of Covina and AFSCME; and

**WHEREAS**, the AFSCME MOU, ARTICLE 11 STANDBY AND CALL BACK establishes the compensation while working in such capacities; and

**WHEREAS**, clarification on the minimum number of hours an employee is compensated when called back to work is necessary; and

**WHEREAS**, the AFSCME MOU, ARTICLE 21. EDUCATIONAL REIMBURSEMENT PROGRAM, Section 21.6 LICENSES AND CERTIFICATES establishes reimbursement for licenses and certifications which are not part of the minimum qualifications for an employee's job classification; and

**WHEREAS**, clarification on reimbursement for obtaining and renewing a Class A California Department of Motor Vehicles Driver's License is necessary; and

**THEREFORE**, the City and AFSCME agree to revise the language set forth in the parties' Agreement:

1. Article 11.0 of the parties' MOU shall be revised as follows:

## **ARTICLE 11 - STANDBY AND CALL BACK**

### **11.2 CALL BACK PAY**

Employees who are called back to work following the completion of their regular work shift and departure from their place of employment will receive a minimum of three (3) hours of overtime pay. Should the work time exceed the three (3) hour minimum, the overtime ends at the time the work is completed unless it crosses into an employee's regularly scheduled work hours, in which case the employee will receive regular pay (straight time base pay) beginning with the time he/she is normally scheduled to report to work and begin his/her regular shift.

Callback Pay and the three (3) hour minimum shall not be paid for routine work done as a continuation of the workday, or for planned work scheduled in advance with the employee, or for work scheduled on a holiday (as defined in Articles 25.1, 25.2 and 25.3) in advance with the employee.

2. Article 21.6 of the parties' MOU shall be revised as follows:

## **ARTICLE 21. EDUCATIONAL REIMBURSEMENT PROGRAM**

### **21.6 LICENSES AND CERTIFICATES**

1. Any licenses or certifications which the City requires, which are not part of the minimum qualifications for an employee's job classification, including any renewals, shall be paid for by the City up to \$1,000 per fiscal year, per employee (excluding the Class A Commercial Driver's License, which is addressed below). The City will also pay the employee for the time spent during work hours to acquire the license or certification.
2. The City will reimburse permanent employees to obtain a California Class A Commercial Driver's License with tanker and airbrake endorsements ("Class A CDL") when the Class A CDL is either required for their current position with the City, or in order to meet the Class A CDL requirement of the next level position in the job classification series in which they are currently employed (e.g. Maintenance Worker I, desiring to meet the qualifications of Maintenance Worker II), subject to the limitations and provisions as described below:

#### **A. OBTAINING CLASS A CDL DURING EMPLOYMENT**

The City will reimburse eligible employees up to five thousand dollars (\$5,000) for driving courses and California Department of Motor Vehicles ("CA DMV") fees required to obtain their Class A CDL during their employment with the City. Employees who already have a Class A CDL at time of hire are not eligible for this reimbursement.

Employees will be reimbursed for expenses and fees for up to two (2) attempts to obtain a Class A CDL. If the employee fails to obtain a Class A CDL after their second attempt, the City will not reimburse the employee for any of their expenses or fees for any additional attempts to obtain the Class A CDL. Employees who fail to complete the process and let their permit expire shall not be reimbursed for additional fees incurred to reinstate the process.

Employees must submit a single request for reimbursement with valid receipts within 30 days of receiving their Class A CDL. The City will distribute the reimbursement on the following schedule in three (3) payments over two (2) years:



1. The first payment will be made after the City's Human Resources office notifies the employee in writing that their receipts have been verified and are reimbursable, and the employee will be reimbursed the first portion of their reimbursable expenses, not to exceed one thousand dollars (\$1,000) on the next available pay date;
2. The second payment will be made one (1) year from the date the City's Human Resources office notifies the employee in writing that their receipts have been verified and are reimbursable, and the employee will be reimbursed the second portion of their reimbursable expenses, not to exceed one thousand five hundred dollars (\$1,500) on the next available pay date;
3. The third payment will be made two (2) years from the date the City's Human Resources office notifies the employee in writing that their receipts have been verified and are reimbursable, and the employee will be reimbursed the remaining portion of their qualified expenses, not to exceed two thousand five hundred dollars (\$2,500) on the next available pay date.

B. RENEWING CLASS A CDL DURING EMPLOYMENT

In addition, the City will reimburse current employees who are required to possess a Class A CDL for the CA DMV fees required to renew their Class A CDL. Employees must submit a copy of the receipt and proof of renewal to their supervisor. Renewal fees incurred or paid by the employee prior to the employee's date of hire will not qualify for reimbursement.

C. MEDICAL EXAMINATIONS

The City will schedule and directly pay for employees' medical examinations required to obtain or renew a Class A CDL. The medical examination will be conducted at the City's designated Industrial Clinic. Medical examinations scheduled and/or paid by the employee, or conducted prior to the employee's date of hire, will not qualify for reimbursement.

The Department shall submit a request to the Human Resources office to schedule the medical examination during the employee's workday.

D. PROCEDURE

1. Within twenty-one (21) calendar days from the date the DMV issued the Class A license or approved the renewal, employees must submit to their direct supervisor, a copy of the Class A CDL driving course results, a copy of a valid receipt of payment for their CA DMV Class A CDL fees and a copy of the valid Class A CDL or DMV printout.

2. Within 30 calendar days from the date the DMV issued the Class A license or approved the renewal, the employee's direct supervisor must submit the receipts and documents to the City's Human Resources Department for verification and processing. Human Resources will notify employees once the request for reimbursement is received.
3. An employee who separates from employment for any reason prior to the date of payment pursuant to the reimbursement schedule will receive a prorated amount for the next eligible reimbursement payment. The employee will not be eligible for further reimbursements.
4. An employee who remains employed by the City, but in a different position, will be entitled to reimbursement pursuant to the reimbursement schedule, while employed by the City.
5. The City will not pay to replace a lost or stolen Class A CDL.
6. The employee's Class A CDL must be kept valid to be eligible for continued reimbursements. If the employee experiences a period(s) where his/her Class A CDL is invalid due to issues such as suspension, expiration, etc., reimbursement shall be delayed by the number of calendar days that the Class A CDL was not valid.

All other terms and conditions contained in the 2021-2024 MOU executed between the City and AFSCME not specifically amended by this Side Letter Agreement shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

IN WITNESS THEREOF, the parties have caused and duly authorized representatives to execute this Agreement this 20<sup>th</sup> day of December 2022.

**FOR THE CITY OF COVINA**



Chris Marcarello, City Manager

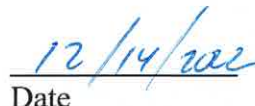


Date

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES LOCAL 3325, AFFILIATED WITH AFSCME  
DISTRICT COUNCIL 36**



Luis Schmidt, Business Representative  
AFSCME District Council 36



Date

**SIDE LETTER OF AGREEMENT**

**BETWEEN**

**THE CITY OF COVINA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT COUNCIL 36**

This Side Letter of Agreement (“Agreement”) between the City of Covina (“City”) and the American Federation of State, County and Municipal Employees, Local 3325 Affiliated with AFSCME District Council 36 (“AFSCME”) (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, on July 6, 2021, the City Council approved the Memorandum of Understanding (MOU) between the City of Covina and AFSCME; and

**WHEREAS**, the AFSCME MOU, Article 8.3 Classification and Compensation Analysis (Analysis) establishes that the City will complete a class and compensation survey of one (1) job family, including salary surveys of total compensation by December 31, 2021 and annually every December 31 during the term of this Agreement; and

**WHEREAS**, AFSCME requested the classification and compensation study of the Neighborhood Preservation Officer classification to be moved from the 2023 Analysis to the 2022 Analysis and agreed to postpone the scheduled analysis for Police Clerks and Planning; and

**WHEREAS**, the City completed a classification and compensation study of the Neighborhood Preservation Officer classification and the Account Clerk I and Account Clerk II job classifications; and

**WHEREAS**, the City provided a recommendation to AFSCME based on the Analysis to revise the Neighborhood Preservation Officer job classification description to establish one (1) year of related experience as a minimum qualification and provide other formatting changes and cleanup language, leaving the salary range unchanged, and establish a new Senior Neighborhood Preservation Officer job classification and salary range for the purpose of assigning more experienced incumbents to perform the more complex duties; and

**WHEREAS**, the City provided a recommendation to AFSCME based on the classification and compensation study of the Account Clerk I and Account Clerk II job classifications to revise the respective job descriptions with cleanup language and formatting and revise the salary ranges for each; and

**THEREFORE**, the City and AFSCME agree to revise the language set forth in the parties’ Agreement:

- 1) ARTICLE 3.1.C. of parties' MOU shall be revised as follows:

**C. TECHNICAL SERIES CLASSIFICATIONS**

Assistant Planner  
Associate Planner  
Library Assistant  
Neighborhood Preservation Officer  
Planning Technician  
Recreation Coordinator  
Senior Neighborhood Preservation Officer

- 2) The AFSCME Salary Schedules shall be updated to include the new salary range for the Senior Neighborhood Preservation Officer and the revised salary ranges for the Account Clerk I and Account Clerk II job classifications per the attached Salary Schedule.

All other terms and conditions contained in the 2021-2024 MOU executed between the City and AFSCME not specifically amended by this Side Letter Agreement shall remain unchanged and in full force and effect unless otherwise modified by express written agreement between the parties.

This side letter shall become effective March 25, 2023 and only upon City Council approval.

**FOR THE CITY OF COVINA**

Chris Marcarello  
Christopher Marcarello, City Manager

4/3/2023  
Date

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT  
COUNCIL 36**

Luis Schmidt  
Luis Schmidt  
Business Representative  
AFSCME District Council 36

3/25/2023  
Date

Markece Peco  
Markece Peco  
President

3/27/2023  
Date

**SIDE LETTER OF AGREEMENT**

**BETWEEN**

**THE CITY OF COVINA**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME DISTRICT  
COUNCIL 36**

This Side Letter of Agreement (“Agreement”) between the City of Covina (“City”) and the American Federation of State, County and Municipal Employees, Local 3325 Affiliated with AFSCME District Council 36 (“AFSCME”) (collectively “Parties”) is entered into with respect to the following:

**WHEREAS**, on July 6, 2021, the City Council approved the Memorandum of Understanding (MOU) between the City of Covina and AFSCME; and

**WHEREAS, ARTICLE 9. ADDITIONAL COMPENSATION; 9.6 SPECIAL ASSIGNMENT PAY** of the AFSCME MOU establishes premium pay for specific identified assignments; and

**WHEREAS**, the City provided a recommendation to AFSCME to establish special assignment pay for the Police Records Clerk classification when an incumbent is designated to perform additional duties, such as comprehensive training of other Police Records Clerks, assisting the Police Records Supervisor with assigning tasks, monitoring progress of timely completion of those tasks, and auditing the work for compliance of statutes, policy and procedures; and

**WHEREAS**, the Parties agree to revise the language set forth in the Parties’ Agreement; and

**THEREFORE**, the Parties agree to the following:

**ARTICLE 9. ADDITIONAL COMPENSTION** of parties’ MOU shall be revised as follows:

**9.6 SPECIAL ASSIGNMENT PAY**

**B. POLICE RECORDS CLERK LEAD**

Effective July 1, 2023, the Chief of Police has the discretion to assign one (1) Police Records Clerk (Clerk) to the Police Records Clerk Lead assignment. Assignment pay for the Police Records Clerk Lead shall be five percent (5%) of base salary.

The selection for the position of Police Records Clerk Lead shall be comprised of the following:



1. The Chief of Police shall have the authority to select any one (1) Police Records Clerk not on probation to serve as a Police Records Clerk Lead.
2. A Police Records Clerk so selected will receive additional compensation as noted above.
3. Assignments may end at any time, at the discretion of the Chief of Police.

It is understood that the needs of the Department must have priority over days-off and watch assignments in order to accomplish the training needs.

The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

All other provisions of the current AFSCME MOU, including ARTICLE 9. ADDITIONAL COMPENSATION shall remain the same.

This side letter shall become effective July 1, 2023 and only upon City Council approval.

**FOR THE CITY OF COVINA**

Chris Marcarello  
Christopher Marcarello, City Manager

7/31/2023  
Date

**FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, LOCAL 3325 AFFILIATED WITH AFSCME  
DISTRICT COUNCIL 36**

Luis Schmidt  
Luis Schmidt  
Business Representative  
AFSCME District Council 36

7/28/2023  
Date

Markece Peco  
Markece Peco  
President

7/31/2023  
Date