



# **City of Covina**

## **Memorandum of Understanding Police Management Group**

**July 1, 2021 - June 30, 2024**



**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE POLICE MANAGEMENT GROUP AND THE CITY OF COVINA**

**Effective July 1, 2021**

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**ARTICLE 1. PREAMBLE**

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

**ARTICLE 2. RECOGNITION**

**2.1 EXCLUSIVE REPRESENTATIVE**

The City hereby acknowledges the Police Management Group as the exclusive representative for certain fulltime sworn employees in the Covina Police Department holding the classifications listed below, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

Police Captain

Police Lieutenant

**2.2 NEW CLASSIFICATIONS**

Any other authorized full-time classification(s) created during the term of this MOU by the City of Covina that the City deems appropriate to the Police Management Group may be added to this bargaining unit.

**2.3 INDIVIDUAL EMPLOYEE RIGHTS**

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any employee organization because of his/her exercise of these rights.

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**ARTICLE 3. 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), or seasonal hire (school term or season of the year), of part-time status (working less than forty hours in a work week which is from Saturday through the following Friday).

**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, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (For illustrative purposes, "management employee" shall be interpreted to mean those classes above Police Sergeant).

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

**ARTICLE 4. SCOPE AND PREVAILING RIGHTS**

**4.1 BASIC AGREEMENT**

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

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



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as fixed and an established practice; and (4) is not in conflict with Article 4.3 - Management Rights Reserved.

**4.2 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 protected by law. It is further agreed that PMG fully supports the City's equal opportunity objectives, and accepts its responsibility for creating a work climate conducive to achieving the equal employment opportunity goals.

The parties agree not to discriminate against any employee because of membership or non-membership activity on behalf of PMG.

**4.3 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.
- e. Direct the workforce, 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.

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- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion or transfer of employees.
- n. Determine the size and characteristics of the workforce.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary to execute the City mission.
- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in-service training courses during working hours.
- z. Determine duties to be included in any job classifications.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency or other unusual situations.

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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.

**4.4 EMPLOYEE RIGHTS**

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

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by PMG 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 Article 4.3 - Management Rights Reserved.

**ARTICLE 5. SAVINGS CLAUSE**

**5.1 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 of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.

**5.2 SEVERABILITY CLAUSE**

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

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**5.3 BINDING ON THE PARTIES**

Except as provided in the above preceding paragraphs, the parties agree that this MOU cannot be modified, changed or altered in any way whatsoever except by compliance with Section 3504.5 of the Government Code which requires notice and meeting and conferring prior to implementation of any changes.

**ARTICLE 6. 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.

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

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

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

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 7. TERM AND RENEWAL**

Upon ratification and execution by the City Council, this MOU shall become effective. It shall remain in full force and effect until June 30, 2024.

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.

This Memorandum of Understanding shall automatically be renewed on the same terms and conditions for consecutive one-year periods thereafter unless no earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of this agreement, or

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any extension thereof, either party shall give written notice to the other party of its intent to terminate or modify the agreement.

**ARTICLE 8. PROBATIONARY PERIOD**

All employees covered by this MOU, hired or promoted by the City, shall be required to serve a one-year (12 month) probationary period.

**ARTICLE 9. SALARY AND COMPENSATION**

**9.1 SALARY ADJUSTMENTS AND RANGES**

Effective the first full pay period starting on or after July 1, 2021, the base salaries and related salary ranges for classifications covered by this MOU will increase by two percent (2%) paid retroactively as reflected in Attachment A of this MOU (Police Management Group Salary Schedule).

Effective the first full pay period starting on or after July 1, 2022, the base salaries and related salary ranges for classifications covered by this MOU will increase by two-and-one-half percent (2.5%) paid retroactively as reflected in Attachment B of this MOU (Police Management Group Salary Schedule).

Effective the first full pay period starting on or after July 1, 2023, the base salaries and related salary ranges for classifications covered by this MOU will increase by two-and-one-half percent (2.5%) paid retroactively as reflected in Attachment C of this MOU (Police Management Group Salary Schedule).

**9.2 SALARY UPON PROMOTION**

Employees promoted to a classification with a higher top step salary shall receive an increase in salary at a minimum of five percent (5%) above all compensation (includes base salary, special assignment pay, and incentives, excluding acting pay) for the position he/she was currently earning prior to his/her promotion. If that five percent (5%) falls between two salary ranges, the employee will receive the higher step (not to exceed the highest step in the salary range).

The salary increase shall be calculated from the highest salary earned prior to the most recent temporary acting assignment.

This provision shall apply to employees promoting into this bargaining unit from another bargaining unit.

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**9.3 ADVANCEMENT THROUGH SALARY RANGES**

- Step 1 – Upon appointment
- Step 2 – Upon twelve (12) months’ successful completion of employment at Step 1 and receipt of a “meets expectations” rating or above on their 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 a “meets expectations” rating or above on their performance evaluation for that respective twelve (12) month period.
- Step 4 – Upon twelve (12) months’ successful completion of employment at Step 3 and receipt of a “meets expectations” rating or above on their 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 a “meets expectations” rating or above on their performance evaluation for that respective twelve (12) month period.
- Step 6 – Upon completion of seven (7) consecutive years of service with the Covina Police Department, and twelve (12) months’ successful completion of employment at Step 5 and receipt of a “meets expectations” rating on their performance evaluation for that respective twelve (12) month period.
- Step 7 – Upon completion of nine (9) consecutive years of service with the Covina Police Department, and twelve (12) months’ successful completion of employment at Step 6 and receipt of a “meets expectations” rating on their performance evaluation for that respective twelve (12) month period.
- Step 8 – Upon completion of eleven (11) consecutive years of service with the Covina Police Department, and twelve (12) months’ successful completion of employment at Step 7 and receipt of a “meets expectations” rating on their performance evaluation for that respective twelve (12) month period.

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**9.4 LONGEVITY PAY**

Effective the first full pay period starting on or after July 1, 2021, employees are eligible for an increase of one percent (1%) of their base rate of pay as longevity pay when the following years of fulltime service benchmarks are met based on their anniversary date (the date the employee started working in a fulltime/regular capacity for the City). Employees shall receive the first one percent (1%) increase to their base rate of pay beginning at fifteen (15) years of fulltime service. An additional 1% of base rate of pay shall be added after a five (5) year period of fulltime service up to twenty-five (25) years for a total of three percent (3%). Longevity pay is paid to the employee biweekly effective the employee's fulltime anniversary date following receipt of the Personnel Action Form (PAF) by Human Resources. The department must submit a PAF for each applicable increase for processing.

<b>Years of Fulltime Service</b>	<b>Total % of Base Rate of Pay</b>
15 years of service	1%
20 years of service	2%
25 years of service	3%

The parties agree that longevity pay 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. INCENTIVE & SPECIAL ASSIGNMENT PAY**

**10.1 EDUCATION INCENTIVE PAY**

Effective the first full pay period starting on or after July 1, 2021, employees are eligible for education incentive pay as follows:

- An amount of four-and-one-half percent (4.5%) per month (paid biweekly) for possessing a Baccalaureate (BA/BS) degree in a job-related area
- An amount of six-and-one-half percent (6.5%) per month (paid biweekly) for possessing a Master's Degree (MA/MS) in a job-related area

Employees may receive one level of pay; the above amounts are not cumulative. To qualify for the Education Incentive Pay, the degree(s) must be earned by a college or university that is accredited by the Western Association of Schools and Colleges, or a similar regional

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accrediting association. Degrees obtained via online institutions who are not accredited by any regional accrediting association will not qualify for Education Incentive Pay. Employees must submit a copy of the qualifying degree or official transcripts, verifying the qualifying degrees has been earned, or other acceptable verification the qualifying degree has been earned with a memo requesting the special pay to Human Resources for review and approval.

Eligible Degrees:

Eligible job-related degree areas will include the following:

1. Criminal Justice/Safety
2. Police Science
3. Business Administration and related business majors
4. Public Administration
5. Political Science
6. Management
7. Psychology
8. Sociology
9. Law
10. Any other degree area pre-approved in writing by the Chief of Police and Human Resources before degree course work is begun.

Employees may be eligible upon promotion provided Human Resources has all appropriate documentation. Applicable Education Incentive Pay shall be awarded to an employee effective the beginning of the pay period following receipt of eligibility by Human Resources.

Education pay shall be treated as compensation subject to applicable taxes and deductions. 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).

**10.2 ACTING PAY**

When a full-time, budgeted position becomes vacant, an employee may be assigned by the Chief of Police to work in a higher classification on an acting temporary basis upon the approval of the City Manager. When such employee has completed five (5) consecutive



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acting workdays in any calendar month, such employee shall be entitled to acting pay beginning on the sixth (6) workday.

The employee shall be paid at a minimum of five percent (5%) above all compensation (as previously defined Section 9.2) for the position he/she was in prior to being assigned to the acting position. If that five percent (5%) falls between two salary ranges of that acting position salary range, the employee will receive the higher step (not to exceed the highest step in the salary range).

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).

**10.3 BILINGUAL PAY**

Employees may receive one hundred fifty dollars (\$150) per month (paid biweekly) for possessing the ability to speak and understand a foreign language. The City will administer an appropriate examination and certify such employees' language abilities.

For newly hired employees, 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 determine appropriate languages, to certify as many employees as it sees fit and to determine from what departments and classifications these employees are selected. Upon promotion, the Chief of Police has discretion to continue bilingual pay.

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).

**10.4 COVID RECOVERY PAYOUT**

Employees shall receive a one-time payout per COVID Relief Plan guidelines and City Council approval. This one-time payment shall be treated as taxable income.

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

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**ARTICLE 11. WORKDAYS AND HOURS**

**11.1 WORK SCHEDULES**

The City has a 207(k) 28-day work period pursuant to the Fair Labor Standards Act for all sworn safety employees. The City has two (2) fourteen (14) day pay periods in each twenty-eight (28) day work period. Employees may be assigned any approved work schedule as determined by the Chief of Police.

**A. FIVE-FORTY (5/40) SCHEDULE**

The work schedule for employees assigned to a five-forty (5/40) schedule shall consist of five (5) eight (8) hour days within seven (7) consecutive twenty-four (24) hour periods inclusive of rest periods.

**B. NINE-EIGHTY (9/80) SCHEDULE**

The work schedule for employees assigned to a nine-eighty (9/80) schedule shall consist of eight (8) nine (9) hour days and one (1) eight (8) hour day within fourteen (14) consecutive twenty-four (24) hour periods inclusive of rest periods.

**C. FOUR-TEN (4/10) SCHEDULE**

The work schedule for employees assigned to a four-ten (4/10) schedule shall consist of four (4) ten (10) hour days within seven (7) consecutive twenty-four (24) hour periods, inclusive of rest periods.

**D. HYBRID SCHEDULE**

In September 2009, Covina Police Patrol personnel transitioned to a hybrid work schedule that combines the traditional 4/10 shifts and adds a 3/12 shift.

An employee working the 3/12 shift will be required to work a 10-hour payback shift once during each 28-day pay cycle. Payback days for all sworn police personnel assigned to the 3/12 shifts will be scheduled according to the following protocol:

A lieutenant will be designated as the "Payback Coordinator" to manage and oversee the payback scheduling process.

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Paybacks will be scheduled to mitigate overtime associated with training and/or routine patrol operations. Personnel on the 3/12 shifts will be assigned to work their paybacks in Patrol on the days scheduled for the 4/10 personnel to attend training or to cover vacancies created by other forms of leave. Personnel from the 3/12 shifts may also be assigned to attend training as their assigned payback day.

Personnel will be assigned a payback shift by the Payback Coordinator and notified of the assigned payback shift via department email, voicemail and/or text message.

The Payback Coordinator will maintain all scheduled payback shifts via the Scheduler Software.

The Payback Coordinator should assign personnel to a shift that requires a fill or shift that would benefit from more adequate staffing levels (i.e., schedule personnel on the day of traffic court or when a shift is scheduled at minimums). The Payback Coordinator should take into consideration the shift to which personnel are assigned and should attempt to accommodate their schedules when assigning payback days to be worked, however, shift accommodation is not guaranteed.

Personnel who have completed a payback shift shall document their payback using the Scheduler Software. The payback hours will be noted using the Scheduler Software.

It is the responsibility of the Payback Coordinator to ensure that all payback shifts are scheduled and the affected employees are advised of their payback requirements.

An employee may not use Comp Time or Vacation Time in lieu of working their payback shift. The Payback Coordinator will ensure that the employee's paybacks do not interfere with employee's master vacation time.

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

**11.2 MEAL PERIODS**

Unit members receive a paid thirty (30) minute meal period because he/she is required to be working or available to respond immediately to calls for service during their meal period.

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**ARTICLE 12. HOURS WORKED IN EXCESS OF REGULAR SCHEDULE**

**12.1 COURT STANDBY TIME**

Employees must be able to respond to court within 30-45 minutes of being called. Upon reporting for duty, an employee no longer receives court standby pay. Employees on standby will be compensated as follows:

1. Three (3) hours standby allowed for both morning and afternoon sessions at straight time rate of pay if employee is kept on call; if an employee appears in court in response to a subpoena, he/she is compensated at time and one-half (1 1/2) and is given a minimum of two (2) hours or actual time, if greater.
2. Two (2) hours at straight time rate of pay will be paid to employees who are released from court standby with less than 24-hours notice. Acceptable notification will include person to person contact, texted and/or message left at employees' residence or other telephone number on file with department. Departmental documentation of failed attempts to contact the employee more than 24 hours in advance will be accepted as notification.
3. When an employee is subpoenaed or otherwise lawfully required to appear, during off-duty hours, in court, at deposition or before a DMV Hearing in the performance of the employee's duties, the employee will be compensated, at a minimum of three (3) hours, at time and one-half (1 1/2) including travel from the Covina Police Station and back. In the event the employee's work shift starts prior to the completion of the three (3) hours, at the onset of the employee's shift: The employee will cease to be compensated at time and one half (1 1/2) and shall be compensated at straight time.

Court Standby Time will not apply to appearances made at general meetings, or other meetings with other outside agencies, etc.

**12.2 SUPPLEMENTAL COMPENSATION**

The position classifications covered by this MOU are FLSA exempt, however, supplemental compensation applies to Police Lieutenants for the following conditions with the approval of the Chief of Police:

The conditions and scope controlling the payment of premium time overtime (time and one-half, or 1 1/2) and compensatory time off on an hour-for-hour basis are as follows:

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- Whenever the Police Lieutenant's regular shift has ended or he/she is off duty and he/she is called back to direct or supervise departmental activities as a Watch Commander, or on a major incident including, but not limited to homicides, disasters, officer involved shootings, internal affairs investigations or other matters of a serious or sensitive nature.
- Whenever the Police Lieutenant must attend mandatory training.

The calculation of overtime for supplemental compensation is time and one-half (1 ½) the employee's base rate of pay plus education incentive pay, bilingual pay, and cash-in-lieu/opt out payments. The supplemental compensation overtime calculation does not include any item not listed herein, including holiday-in-lieu pay.

**12.3 USE OF COMPENSATORY TIME**

Compensatory time accumulation shall be limited to forty (40) hours.

It is understood that compensatory time off in lieu of straight time rate of pay may be given if agreed to by both the City and the affected employee in lieu of payment for the foregoing allowable overtime situations outlined in the previous section.

The scheduling and use of compensatory time off is subject to the approval of the City Manager or his or her designee.

**12.4 PAYOUT OF COMPENSATORY TIME UPON PROMOTION**

Employees who are promoted into the PMG will be paid out any compensatory time he/she may have earned up to the date of promotion. Compensatory time will be paid within 30 days after the effective date of the promotion and will be paid at the hourly base rate of pay of the classification the employee held prior to the promotion.

**ARTICLE 13. LEAVE TIME**

**13.1 ADMINISTRATIVE LEAVE**

Administrative leave is provided to PMG exempt employees in lieu of overtime or compensatory time for hours worked, except under specifically outlined circumstances per this MOU.

All unit members will be advanced seventy (70) hours of paid administrative leave with the pay period that includes July 1 of each calendar year. Administrative leave hours must

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be used by June 30th of each year. Earned but unused administrative leave shall be forfeited in the pay period that includes June 30<sup>th</sup> of each year. The accrual value of this administrative leave will be at the rate of 5.833 hours per month. An employee terminating employment prior to a complete calendar year and having utilized leave not yet earned will be subject to a dollar value deduction from his or her final paycheck.

The scheduling and use of administrative leave is subject to approval of the Chief of Police.

**13.2 FIXED AND FLOATING HOLIDAYS**

**A. HOLIDAYS DEFINED**

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

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday\*
4. Presidents' Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Indigenous Peoples' Day\*
9. Veterans' Day
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day
13. One Additional day of Floating Holiday, provided hour-for-hour\*

**\* SEE "FLOATING HOLIDAYS" BELOW**

**B. HOLIDAY PAY IN LIEU OF FIXED HOLIDAYS**

1. In lieu of fixed holiday(s), Lieutenants shall be compensated with thirteen (13) hours per month holiday pay at their base hourly rate of pay.
2. Employees working a designated holiday shall be compensated at their regular rate of pay.

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3. Captains are given a day off with pay for each designated holiday.
4. When a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on Saturday, the preceding Friday shall be observed in lieu thereof. For Captains, when a holiday falls on a scheduled Friday off, an additional hour-for-hour of Floating Holiday time is accrued and must be used within the year as designated below.
5. In order to take the holiday off, the employee must submit a leave request in advance as per departmental procedure for requesting time off and must use his/her appropriate leave balances. Leave requests are subject to supervisor approval.
6. The parties agree that Holiday Pay In Lieu of Fixed Holidays is additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and Holiday Pay In Lieu of Fixed Holidays shall, to the extent legally permissible, be reported as special compensation pursuant to Title 2 CCR, Section 571(a)(5). Holiday Pay in Lieu of Fixed Holidays does not affect Special Pays.

**C. FLOATING HOLIDAYS**

**1. POLICE CAPTAIN**

For employees in the Police Captain classification, Lincoln's Birthday, Indigenous Peoples' Day and one additional day of Floating Holiday as designated above, may be used as a floating holiday without restriction as to purpose or incremental use within the calendar year. Earned but unused floating holiday hours shall be forfeited in the pay period that includes December 31 of each year.

**2. POLICE LIEUTENANT**

In addition to holiday pay in lieu of fixed holidays, as per Section 13.2B above, Lieutenants assigned to the Detective Bureau shall receive thirty (30) floating holiday hours annually. Floating holiday hours are received the first full pay period after January 1.

If a shift Lieutenant is assigned to the Detective Bureau during the year, he/she will receive a prorated amount of floating holiday hours equal to

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two-and-one-half (2.5) hours per months for the remainder of the calendar year beginning the first day of the month following assignment date.

A Detective Lieutenant who is assigned out of the Detective Bureau shall keep any floating holiday hours received prior to the reassignment. There will be no carry over of floating holiday hours to the next calendar year.

The Parties agree this provision for Police Lieutenants assigned to the Detective Bureau will expire as of June 30, 2024 and will not be provided going forward. Employees shall keep any earned and unused Floating Holiday hours up to this date up to the maximum cap for Floating Holiday leave hours.

Employees shall receive prior written permission from their supervisor when requesting floating holidays. Such request may be granted after due consideration of the employee's request; however, department service and staffing levels will have primary weight in the decision. Upon separation of employment, all earned but unused floating holiday hours will be paid to the employee at his/her base hourly rate of pay.

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

**D. CAPTAINS REQUIRED TO WORK A HOLIDAY**

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

If such worked floating holiday is not used by the conclusion of the calendar year, the employee shall be paid in lieu thereof at one-and-one-half (1.5) times his/her regular hourly pay rate on the second pay date of the new calendar year. The employee is required to notify his/her timekeeper and Payroll by December 31 of each year if he/she will not be using his/her worked floating holiday hours by December 31.



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**E. ACCRUAL OF FLOATING HOLIDAYS — NEW EMPLOYEES**

Effective July 1, 2021, employees promoted to Police Captain shall receive a prorated amount of two-and-one-half (2.5) hours of Floating Holiday leave per month, effective the first of the month after the employee's hire date. For example, an employee who starts on February 15 will be provided twenty-five (25) floating holiday hours on March 1.

**13.3 SICK LEAVE**

**A. EARNING AND ACCRUAL OF SICK LEAVE**

Employees shall receive one hundred twenty (120) hours per year of paid sick leave, accrued on a biweekly basis.

**B. SICK LEAVE UPON PROMOTION**

Employees who promote into PMG from a different bargaining unit shall keep any accrued sick leave hours earned at time of promotion.

**C. PAYOUT OF ACCRUED SICK LEAVE**

Annually, employees may request to be paid out accrued sick leave in excess of 800 hours, up to one hundred twenty (120) hours at the rate of fifty percent (50%) of the dollar value of the time calculated on base hourly rate of pay. Those hours paid out will then be permanently reduced from the employee's leave bank. To request a payout, employees must submit a memo to Human Resources for review and approval no later than November 15 of each year. The payout will be included in the first paycheck of December.

**D. PAYOUT OF ACCRUED SICK LEAVE UPON SEPARATION OR RETIREMENT**

1. Employees hired or promoted into this bargaining unit on or before June 4, 2018:

Upon separation of employment, fifty percent (50%) of accrued sick leave shall be paid out to the employee at his/her base hourly rate of pay unless otherwise provided by state law. The maximum accrued sick leave that can be cashed out is eight hundred (800) hours. For

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example, an employee with 800 hours accrued would receive 50% of his/her accruals, or 400 hours cashed out.

2. Employees hired or promoted into this bargaining unit on or after June 5, 2018:

Upon retirement from the City Covina and the Public Employees Retirement System (CalPERS), an employee may elect to report all accrued (earned) sick leave hours to CalPERS, or receive a payout of fifty percent (50%) of accrued sick leave at his/her base hourly rate of pay up to a maximum of eight hundred (800) hours, unless otherwise provided by state law (e.g. eight hundred (800) hours would be paid out at fifty percent (50%), or four hundred (400) hours).

Any remaining hours of accrued sick leave in the employee's leave bank or that has not been paid out will be reported to CalPERS to be converted to CalPERS service credit.

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

**E. USE OF SICK LEAVE**

1. An employee who is unable to report to work for his/her scheduled shift shall either call or have someone call at least sixty (60) minutes before he/she is scheduled to report (unless there is an unexpected emergency which prevents the employee from calling) to notify the supervisor of the absence. 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.
2. Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) consecutive workdays, whichever is greater, that involves the illness of the employee or family member.
3. Sick leave shall be deducted from an employee's accrued leave balance on an hour-for-hour basis.

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4. 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 in California Labor Code Section 233) who is ill/injured or needs care as permitted by that law.
5. Employees may use up to three (3) days of accrued sick leave (on each separate occasion) in the event of death to a member of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, step-children, grandmother, grandfather, mother-in-law, father-in-law). An additional two (2) days use of accrued sick leave may be granted by the Chief of Police at his discretion.
6. An employee may use sick leave to the extent permitted by the CFRA/FMLA for a serious health condition as defined under the CFRA/FMLA. Employees shall take leave in accordance with the City's CFRA/FMLA policy.
7. Each calendar year, an employee can use ten (10) hours per year of accrued sick leave for household or personal emergencies.

**13.4 VACATION LEAVE**

**A. VACATION ACCRUAL**

Vacation accrues on a biweekly basis. The annual accrual total based on years of service is as follows:

<b>Years of Service</b>	<b>Annual Accrual Total</b>
The completion of 5 Years	120 hours
The beginning of the 6 <sup>th</sup> year to the completion of 10 years	176 hours
The beginning of the 10 <sup>th</sup> year and completion of 15 years	200 hours
15 years or more	224 hours

The time during the calendar year at which an employee may take his/her vacation shall be determined by the Chief of Police with due regard for

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the wishes of the employee and particular regard for the needs of the service.

**B. VACATION MAXIMUM AND PAYOUT**

Vacation leave banks that exceed two times (2x) the annual accrual as of March 1st each year will have any hours over the maximum accrual limit paid out at the base hourly rate of pay with the first paycheck in April.

**13.5 JURY DUTY**

1. Employees shall be granted leave with pay for fifteen (15) days of jury duty service.
2. 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.
3. 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 phone or text message the night before if the employee finds out via a phone recording that he/she must report the next day.
4. An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours left on his/her shift or the employee may call in to his/her supervisor and ask to use his/her available leave time to cover the rest of his/her shift.
5. 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.
6. 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 of 1-3 above.

**ARTICLE 14. HEALTH AND OPTIONAL BENEFIT PROGRAMS**

**14.1 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

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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.

**14.2 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).

- 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.

Employees who elect benefits with premium costs that are less than the allowance or who opt out of medical coverage may receive unused portions of the allowance as cash. Cash payments are treated as taxable income.

1. Employees hired or promoted into this bargaining unit on or before June 4, 2018:

These individuals are eligible to receive up to \$960 per month as cash unless enrollment in one of the cafeteria plans results in the use of some of the allowance to cover premiums.

2. Employees hired or promoted into this bargaining unit on or after June 5, 2018:

These individuals are eligible to receive up to \$750 per month if their original hire date with the City is on or before September 8, 2010 and up to \$400 per month for employees with an original hire date on or after September 9, 2010.

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

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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 (30) days after the start of the plan year.

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.

**14.3 DENTAL & VISION PLANS**

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

**14.4 LIFE INSURANCE**

The City shall provide a basic life insurance policy of one-and-one-half (1.5) times employee's salary for each employee covered by this MOU.

**14.5 LONG TERM DISABILITY INSURANCE**

In recognition of a prior agreement to place a ceiling on the accumulation of sick leave, the City agrees to the following:

1. To provide a Long-Term Disability Insurance Policy at no cost to the employees.
2. To provide a policy whose benefit amount is sixty-six-and-two-thirds ( $66\frac{2}{3}$ ) percent of basic monthly earnings subject to a maximum monthly benefit paid of ten thousand dollars (\$10,000) per month. (Overtime pay, bonuses, and other compensation not received as base wages or salary will not be included as Monthly Earnings.)

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3. To provide a policy whose elimination period shall be the greater of ninety (90) consecutive calendar days or the length of accumulated sick leave. Sick leave must be exhausted prior to receiving long term disability payments.
4. The City shall have the right to select the LTD insurance carrier and to change carriers as good business practice and economic necessity dictate.

**ARTICLE 15. OTHER EMPLOYMENT BENEFITS**

**15.1 UNIFORM MAINTENANCE AND ALLOWANCE**

Employees shall receive an annual clothing and maintenance allowance to be administered in accordance with Police Department policy. Employees will receive one-thousand-five hundred dollars (\$1,500) per year paid annually with the first paycheck in August.

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).

**15.2 AUTO MILEAGE REIMBURSEMENT**

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

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

**15.3 AUTO USAGE**

Employees are authorized by the City Manager and/or their designee to utilize an assigned City vehicle for work related purposes including commuting to and from their home and work. Employees shall be assigned a City vehicle in good, working order. If a vehicle is unavailable, then the employee shall be provided auto mileage reimbursement to use his/her private vehicle to commute to and from work and perform City business.

**15.4 SAFETY EQUIPMENT**

The City agrees to supply all Police Captains' and Police Lieutenants' safety equipment as required by law.

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

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

**ARTICLE 16. RETIREMENT**

**16.1 CALPERS RETIREMENT BENEFITS**

Retirement benefits for sworn Safety employees are provided as specified under the City's contract with the California Public Employees' Retirement System and include the following benefits:



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1. 1959 Survivors Benefit (GC 21583)
  - a. Employee contributes \$2.00 per month.
  - b. Level IV coverage.
2. One (1) year final compensation (single highest year) effective July 1, 1979. (GC Section 20042)
3. Tier 1: 3% at 50 benefit plan for “classic members”, effective July 18, 2000. (GC Section 21362.2)
4. Tier 2: 3% at 55 benefit plan for “classic members”; employees hired on or after January 1, 2011.
5. Credit for unused and unpaid sick leave toward retirement credit purposes. (GC Section 20965)
6. \$600 payment, Retired Death Benefit. (GC Section 21622)
7. Employees hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.
8. Classic members, in tier 1 and 2 pay the 9% member contribution deducted on a pre-tax basis.
9. Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
  - a. The retirement benefit formula for PEPRA members is 2.7% per year at age 57. Final compensation for the purposes of calculating a PEPRA member’s retirement allowance is equal to the member’s highest average PERS compensation for 36 consecutive months of employment.
  - b. PEPRA members are required to pay a portion of the cost for the 2.7% per year at age 57 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution for PEPRA members is one-half (½) the total normal cost as identified by CalPERS. The mandatory contribution for new sworn safety members is subject to adjustment.

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10. The City Council adopted Resolution 06-6556 in accordance with and as permitted by IRS Code Section 414(h)(2) to ensure that the employees' payment of their contribution is made on a pre-tax basis.

**16.2 RETIREE MEDICAL**

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

Effective July 1, 2014, an eligible retiree shall receive an eight hundred dollar (\$800) per month allowance to be used toward an optional benefit plan until the beginning of the month the retiree reaches Medicare age. Eligible retirees will receive this amount in cash. Upon reaching Medicare age (65 years old), an eligible retiree shall receive a monthly amount equal to the Medicare Supplemental Part B costs, subject to adjustment by the Department of Health and Human Services. These amounts are considered taxable income per IRS rules.

“Eligible retiree” means any employee who meets the retirement eligibility standards of the Public Employee's Retirement System (PERS), retires through PERS within one (1) week of leaving City of Covina service, retires during the term of this MOU, and is a person who has ten (10) years of cumulative service immediately prior to retirement as a fulltime employee with the City of Covina. An employee covered by this MOU and retiring due to job-related disabilities shall be entitled to the same retiree benefits.

**ARTICLE 17. GRIEVANCE PROCEDURE**

Type I Grievances, as defined in Rule XVII of the City's Personnel Rules and Regulations, shall be processed according to Rule XVII of the City's Personnel Rules and Regulations.

No original hire, first time probationary employee shall have the right to use the grievance procedure during the probationary period. Such procedure shall be reserved only for fulltime, permanent employees of the City.

The above shall not apply to those who must serve a new probationary period as a result of a promotion in classification.

**ARTICLE 18. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS**

The City hereby recognizes the Public Safety Officers Procedural Bill of Rights Act, codified in Government Code Sections. 3300-3311, relating to procedural rights accorded to public safety

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officers subject to investigation or discipline. Police Management Group members are afforded these rights.

**ARTICLE 19. DISCIPLINE**

**19.1 SWORN**

Police Officers are entitled to the protections of the California Public Safety Officers' Procedural Bill of Rights Act – Government Code Section 3300 et seq. The parties acknowledge the protections of the Act and agree that nothing in this section is intended to diminish the protections provided to Police Lieutenants and Captains as provided for in the Act.

1. Discipline Process for Reduction in Pay, Suspension, Demotion and Dismissal

a. Pre-Deprivation Procedural Due Process

Prior to being subject to any such discipline, a Police Lieutenant or Captain will first be served with a notice of intent to discipline by their supervisor, manager or Chief of Police. This document will set forth the grounds for discipline, the facts supporting the grounds and will attach copies of documents upon which the City relied to support the notice. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the decision whether to impose discipline will be made solely on the basis of the notice of intent and the supporting documents and without any response from the employee.

If the employee chooses to respond in writing, he/she must insure his/her response is received by the representative who issued the notice of intent to discipline within fourteen (14) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, he/she must call or write the City representative who issued the notice of intent to discipline within fourteen (14) calendar days of receiving the notice of intent to discipline informing the representative that he/she wishes to have an oral response. The City representative will advise the employee when the meeting (known as a Skelly meeting) will take place.

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At the Skelly meeting (assuming the employee wants to respond orally) the employee has the right to be represented by a representative of his/her choice. The Skelly meeting is not a hearing. It is an opportunity for the employee and/or his/her representative to respond to the notice of intent to discipline.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If discipline is imposed, the City representative shall issue a notice of discipline. Like the notice of intent, the notice of discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline will also set forth the employee's appeal rights advising the employee that if he/she wishes to appeal the discipline, he/she must do so in writing by serving a notice of appeal on the Human Resources/Risk Manager within fourteen (14) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

b. Disciplinary Appeal Process for Reduction in Pay, Suspension, Demotion and Dismissal

If a Police Lieutenant or Captain desires to appeal a disciplinary action for a Reduction in Pay, Suspension, Demotion or Dismissal he/she (or his/her representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or his/her identified representative within ten (10) calendar days of receipt of the notice of appeal for the purpose of determining whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on

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an arbitrator, the Human Resources/Risk Manager or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received the representatives of the parties shall alternatively strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

During the hearing the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator him/herself, and the court reporter shall be paid for by the City. Once the arbitrator issues his/her advisory recommendation he/she will submit it to the City Manager as well as both parties' representatives.

The arbitrator shall provide copies to both parties' representatives. Within thirty-five (35) calendar days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send his/her final written decision to the parties.

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that which was imposed. The City Manager's decision shall be the final administrative action. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure sections 1094.5 and 1094.6 which provides a 90-day statute of limitations.

2. Discipline Process for Punitive Action Not Covered In Section 18.1, 1, b. above.

The following administrative appeal process is established pursuant to Government Code Section 3304.5. This procedure shall not apply to disciplinary actions for which Lieutenants or Captains are already entitled to receive an appeal hearing as provided for above for reduction in pay, suspension, demotion and dismissal.

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a. Right to Administrative Appeal per this Procedure

A Police Officer who is subjected to punitive action (within the meaning of Government Code Section 3303) other than dismissal, demotion, reduction in pay or suspension shall be entitled to receive an administrative appeal under this procedure.

The employee shall not be entitled to appeal the action prior to its imposition, i.e., an officer shall not be entitled to receive a hearing akin to a Skelly hearing or other pre-disciplinary appeal hearing prior to imposition of the punitive action.

b. Notice of Appeal

Within fourteen (14) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources/Risk Manager in writing of his/her intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

c. Hearing Officer

The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself as the hearing officer or appoint a neutral hearing officer, i.e., a person who did not initiate or authorize the action in question.

The hearing officer appointed by the City Manager shall serve in an advisory capacity and shall be responsible for making recommended findings of fact and issuing an advisory decision to the City Manager. The City Manager may adopt, modify, or reject the hearing officer's recommendations and advisory decision and the City Manager's decision shall be the final administrative action.

d. Burden of Proof/Persuasion

If the punitive action involves charges of misconduct, (i.e., allegations that the Lieutenant or Captain has violated one or more laws, regulations, procedures, or rules), the City shall have the

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burden of proving by a preponderance of the evidence the facts which form the basis for the charge of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

For example, if an employee received a written reprimand for unauthorized absence from work then the City would bear the burden of proving that the employee was absent from work without authorization and that a written reprimand was reasonable under the circumstances.

e. Conduct of Hearing

The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.

The parties may present opening statements.

The parties may present evidence through documents and testimony.

- Witnesses shall testify under oath.
- The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.

The parties shall be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may submit oral and/or written closing argument for consideration by the hearing officer.

f. Recording of the Hearing

If the punitive action involves an allegation of misconduct, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be audio recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

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g. Representation

The employee may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the employee.

The City shall also be entitled to representation at all stages of the proceedings.

h. Decision

If a hearing officer is appointed by the City Manager, the hearing officer shall issue his/her advisory decision in writing within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.

Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and decision. If the City Manager modifies or rejects the hearing officer's decision, then he/she shall review the entire record prior to making a decision.

If the City Manager hears the appeal him/herself, he/she will issue his/her decision within sixty (60) calendar days of the submission of the case by the parties for decision. The written decision shall set forth his/her findings of fact and final decision.

The decision shall be served by first class mail, postage pre-paid, upon the employee as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the police personnel that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure sections 1094.5 and 1094.6.



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**ARTICLE 20. FINANCIAL CRISIS**

**20.1 FINANCIAL CRISIS LANGUAGE**

The City honors its commitments and contractual obligations with its employees. In difficult and uncertain economic times, the City appreciates the input and collaborative problem-solving efforts of PMG. In the event of a financial City crisis, the City shall request that PMG agree to meet and confer over potential solutions for the remaining term of the MOU. The City agrees to provide the PMG all financial records available to demonstrate its concerns. In the event the parties do not meet and confer, or in the event no solution is reached between the parties, the City reserves the right under this M.O.U. Article 21, Rule XVI of the City of Covina Personnel Rules and Regulations, and Covina Municipal Code 2.36.130 to exercise workforce reductions, i.e. layoff and or demotions. However, pursuant to Article 5.3 of this MOU, this MOU cannot be modified except by mutual consent of the parties.

**ARTICLE 21. LAYOFF**

**21.1 PROCEDURE**

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

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

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

**21.2 DEMOTION IN LIEU OF LAYOFF**

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

1. The employee has served with the Covina Police Department in the position they are being demoted to in lieu of layoff.

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

Employees demoted in lieu of layoff shall be placed in the seniority list of the lower classification and an employee with the least seniority in such classification shall be laid off or elect to be demoted to a lower paying classification within the department subject to the same provisions contained in Article 21.1 (Procedure) numbers 1 and 2 above until the lowest levels of classification and the most junior employee are reached. At such time, employees shall be laid off.

**21.3 RECALL**

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

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

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

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

**21.4 SENIORITY**

All seniority shall be lost in the event an employee is laid off for a period of more than two (2) years, unless the list is extended an additional year by the City Manager or his designee. As used herein, classification seniority means the total time served in a permanent and

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probationary status within the classification. Time served in other classifications within the City's competitive service shall not be counted for the purposes of layoff

**ARTICLE 22. RESOLUTION OF IMPASSE**

Impasse procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. The impasse procedures are as follows:

1. **MEDIATION (OR CONCILIATION)** - means the effort of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms. All mediation proceedings shall be private. The mediator shall make no public recommendations nor take any public position concerning the issues.
2. **A DETERMINATION BY THE COUNCIL** - after a hearing on the merits of the dispute.
3. Any other dispute-resolving procedures to which the parties mutually agree or which the City Council may order.
4. 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. An impasse meeting may then be scheduled by the Municipal Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is twofold: (1) to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues, and (2) if agreement is not concluded, to mutually select the specific impasse procedure to which the dispute may be submitted; in the absence of agreement between the parties on this point, the matter may be referred to the City Council.
5. 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 or employee organizations.

**ARTICLE 23. NO STRIKE**

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services, therefore, the parties agree not to conduct strike or lockout activities. Under

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no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit-down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

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**ARTICLE 24. SIGNATURES AND EXECUTION**


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

The parties hereto have caused this MOU to be executed this 20<sup>th</sup> day of July, 2021.


**POLICE MANAGEMENT GROUP**

**CITY OF COVINA**


      8/25/2021  
Richard Walczak      Date  
Police Captain

      8/30/2021  
Jorge A. Marquez      Date  
Mayor

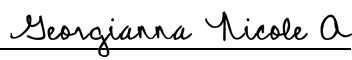
      8/25/2021  
Ryan Davis      Date  
Police Lieutenant

      8/30/2021  
Christopher Marcarello      Date  
City Manager

      8/26/2021  
Suzanne Stone      Date  
Human Resources Manager

      8/26/2021  
Anita Agramonte      Date  
Director of Administrative Services

Attest:

      8/30/2021  
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:

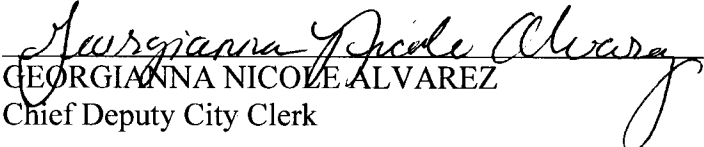
  
 GEORGIANNA NICOLE ALVAREZ  
 Chief Deputy City Clerk

**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