



City of Covina

Memorandum of Understanding

Police Association of Covina

July 1, 2024 – June 30, 2028

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

EFFECTIVE: JULY 1, 2024

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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 the Police Association of Covina (PAC), hereinafter referred to as “PAC” have reached this Memorandum of Understanding (MOU) pursuant to meeting and conferring in good faith.

1.1. BASIC AGREEMENT

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

However, non-conflicting prior practices shall continue without interruption as a prior practice, which shall be defined as a practice which has been (1) unequivocal; and (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed and an established practice; and (4) is not in conflict with the Article 7.1, Management Rights of this MOU.

ARTICLE 2. TERM

Upon ratification by the PAC and adoption by the City Council, this MOU shall be effective July 1, 2024 and shall remain in full force and effect unless otherwise specified herein, until June 30, 2028, and from year to year thereafter.

The provisions of this MOU shall remain in effect while the parties are meeting and conferring on a successor MOU except for any items which specifically expire pursuant to express language.

ARTICLE 3. RECOGNITION

3.1. EXCLUSIVE REPRESENTATIVE

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

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A. SWORN

Police Officer

B. NON-SWORN

Community Services Officer

Community Services Specialist

Court Officer

Jailer

Parking Enforcement Officer

Public Safety Dispatcher

Police Officer Recruit

Police Records Clerk

Property and Evidence Clerk

Unless otherwise specified, if an employee changes status (e.g. changes from fulltime to part-time employment), or separates from this bargaining group, the employee will be subject to his/her new bargaining group's MOU, Compensation Rules, or Personnel Rules.

C. NEW CLASSIFICATIONS

Any other authorized fulltime classification(s) created during the term of this MOU by the City of Covina that the City deems appropriate to the Police Association of Covina may be added to PAC, subject to advance notice of the PAC and the opportunity to challenge.

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), or seasonal hire (school term or season of the year), or of part-time status (working less than forty (40) hours in a seven-day work week, which is designated from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m.).

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

EMPLOYEE, MANAGEMENT:

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

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

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

ARTICLE 5. ASSOCIATION SECURITY AND BUSINESS

5.1. ASSOCIATION RELEASE TIME

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

The Association/Union President shall notify his/her Supervisor in writing twenty-four (24) hours in advance that:

1. He/she wishes to be released from the worksite to conduct Association/Union business;
2. The time he/she wishes to be released;
3. The locations(s) where he/she intends to be; and
4. The time he/she intends to return to the worksite.

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

5.2. PROFESSIONAL CONDUCT

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

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

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

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

ARTICLE 6. NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in activity.

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

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

It is understood that in the event this section is violated, that in addition to any other legal remedies available to it, the City shall be entitled, consistent with applicable law, to withdraw any rights

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privileges, or services provided for in this Agreement in Article 6 or in City rules from any employee and/or the Association.

ARTICLE 7. MANAGEMENT AND EMPLOYEE RIGHTS

7.1. MANAGEMENT RIGHTS

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 work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof.
- g. Determine services to be rendered and frequency thereof.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion or transfer of employees.
- n. Determine the size and characteristics of the 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.

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- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary to execute the City mission.
- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in service training courses during working hours.
- z. Determine duties to be included in any job classifications.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency or other unusual situations.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this 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.

7.2. EMPLOYEE RIGHTS

The rights of employees in the PAC bargaining unit 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.

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by the Police Association of Covina at the time of the signing of this 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.

A. INDIVIDUAL 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

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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 employee organization because of his/her exercise of these rights.

ARTICLE 8. 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.

8.1. EXISTING RULES AND PROCEDURES

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

ARTICLE 9. SAVINGS CLAUSE

9.1. 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.

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9.2. 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.

9.3. BINDING ON THE PARTIES

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

ARTICLE 10. SALARY

10.1. TOTAL COMPENSATION ANALYSIS

A. 2024 EQUITY ADJUSTMENTS

Based on the results of the total compensation analysis (salary and benefits) conducted by the City, the following classifications were identified during negotiations as being below the sixtieth (60th) percentile of market. These classifications shall be given an equity adjustment in the amount specified below to ensure the salary range is at least at the sixtieth (60th) percentile. Upon approval of this Agreement by the City Council, the effective date shall be the first day of the pay period that includes July 1, 2024.

- Police Officer – Two-and-one-half percent (2.5%)
- Police Records Clerk - Two-and-one-half percent (2.5%)
- Property Evidence Technician – Eight percent (8.0%)

B. COMPENSATION SURVEY

The City will conduct a compensation survey of salary and medical benefit costs, and will make corresponding salary range adjustments to maintain competitive market-based compensation levels at the sixtieth percentile (60%), pursuant to the following provisions:

- The City will coordinate a salary survey for each classification represented by this Agreement according to a timeline which will allow for the implementation of salary range adjustments on the first day of the pay period that includes July 1, 2026.

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- In order to facilitate the timeliness associated with salary range adjustments, the salary survey process will be initiated by January 1, 2026.
- The benefits to be studied shall be the same as those compared in the 2024 compensation study.
- Should the results of the compensation survey reflect that the current top step of the salary range is at least at the 60th percentile of market, then no adjustment shall be made for that particular job classification.
- **Reopener:** The City agrees to meet and confer with PAC during the term of this MOU to discuss increasing the City’s total compensation from the sixtieth (60th) percentile to sixty-fifth (65th) percentile of the market. Such effort will be dependent on the City’s ability to afford such increase. There shall be no changes without an agreement.

C. SURVEY CITIES

Arcadia	El Monte
Azusa	Glendora
Baldwin Park	Monrovia
Chino	Pomona
Claremont	West Covina

Should any of the comparable cities be out of contract without a side letter or tentative agreement to update salaries at the start of the City’s compensation survey, then those cities shall be excluded from the survey.

D. Y-RATING

The City may, at its discretion and based on the results of a related compensation analysis, Y-Rate employees in the affected job classification. The bargaining unit and affected employee(s) shall be notified.

Y-Rate: When a reclassification results in a lower maximum rate of pay for the incumbent, the incumbent shall be "Y-Rated" at the salary level he/she has earned up to that time. This protects the employee from an actual decrease in salary, although he/she may not receive an increase until such time as the maximum salary rate for the new class exceeds his/hers previously attained rate. The job classification shall be subject to applicable cost of living adjustments (COLAs).

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10.2. SALARY ADJUSTMENT AND RANGES

- Effective the first day of the pay period that includes July 1, 2024, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment A of this MOU (Police Association of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2025, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment B of this MOU (Police Association of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2026, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment C of this MOU (Police Association of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2027, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment D of this MOU (Police Association of Covina Salary Schedule).

10.3. FINANCIAL CRISIS

The City honors its commitments and contractual obligations with its employees. In difficult and uncertain economic times, the City appreciates the input and collaborative problem-solving efforts of the PAC. In the event of a financial City crisis, the City shall request that the PAC agree to meet and confer over potential solutions for the remaining term of the MOU. The City agrees to provide PAC all financial records available to demonstrate its concerns. In the event the PAC does not exercise its meet and confer rights, or in the event no solution is reached between the parties, the City reserves the right to exercise workforce reductions, i.e. layoffs and or demotions. However, pursuant to this MOU, this MOU cannot be modified except by mutual consent of the parties.

10.4. ADVANCEMENT THROUGH SALARY RANGE

A. MERIT BASED INCREASES

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

Step 1: Upon appointment

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- Step 2: Upon six (6) 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 six (6) 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.
- 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 an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.
- Step 7: Upon twelve (12) months' successful completion of employment at Step 6 and receipt of an overall "meets expectations" rating or above on the performance evaluation for that respective twelve (12) month period.

Should an employee receive an overall rating of "needs improvement," on his/her annual performance evaluation, the employee is not eligible for a step increase, but shall be placed on a Performance Improvement Plan (PIP) and be re-evaluated within six (6) months and may be eligible for a step increase upon successful completion of the six months period with a "meets expectations" or above on the respective performance evaluation for that six months. The twelve (12) month anniversary date for the employee's new annual review period shall be revised accordingly to reflect the date of the successful completion of the interim/PIP review. The PIP period may be extended at the Chief's discretion.

B. SALARY UPON PROMOTION

Employees promoted to a classification with a higher top step salary shall receive an increase in base salary to the greater of:

- Step 1 of the salary range in the higher classification, or

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- Receive an increase to the step in the new salary range that is at least a five percent (5%) increase above the combination of base salary, education incentive pay, and special assignment pay, if applicable, not to exceed the highest step of the salary range.

Exception: Effective April 5, 2022, Police Recruits transitioning to the classification of Police Officer

- Police Recruits shall start at Step 1 of the Police Officer classification salary range regardless of which step they were at as a Police Recruit prior to transitioning to Police Officer.

C. LONGEVITY PAY

1. SWORN PERSONNEL

Effective the first day of the pay period that includes July 1, 2024, sworn members are eligible for the following longevity pay percentage of base rate of pay, based on the continuous fulltime service benchmarks.

The department must submit a Personnel Action Form (PAF) for each applicable increase for processing. Upon receipt of the PAF, longevity pay is paid to the employee biweekly, effective the next available paycheck following the employee’s hire date anniversary into a fulltime continuous and regular position. Employees are eligible for longevity pay per the schedule below:

Years of Continuous Fulltime Service	Total %
8 years of service	1%
11 years of service	2%
15 years of service	3%
20 years of service	4%
25 years of service	5%

If an employee separates from employment, and is rehired into a regular fulltime position the employee’s fulltime anniversary date will be revised accordingly to reflect their new hire date.

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

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2. NON-SWORN PERSONNEL

Effective the first day of the pay period that includes July 1, 2024, Non-Sworn members are eligible for the following longevity pay percentage of base rate of pay, based on the continuous fulltime service benchmarks.

The department must submit a Personnel Action Form (PAF) for each applicable increase for processing. Upon receipt of the PAF, longevity pay is paid to the employee biweekly, effective the next available paycheck following the employee’s hire date anniversary into a fulltime continuous and regular position. Employees are eligible for longevity pay per the schedule below:

Years of Continuous Fulltime Service	Total %
9 years of service	1%
12 years of service	2%
15 years of service	3%
20 years of service	4%
25 years of service	5%

If an employee separates from employment, and is rehired into a regular fulltime position the employee’s fulltime anniversary date will be revised accordingly to reflect their new hire date.

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

ARTICLE 11. ADDITIONAL COMPENSATION

11.1. ACTING PAY

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

Such acting pay shall be paid at a minimum of five (5%) above the employee’s regular base pay. and applicable incentive pays (i.e., special assignment pays, education pay and

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bilingual pay (but not including holiday pay) or at Step 1 of the assigned salary range for the class, whichever is greater.

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

11.2. SHIFT DIFFERENTIAL PAY

Effective the first day of the pay period that includes July 1, 2024, employees assigned, as part of their regular normal schedule, to work at least half of their scheduled hours between 7:00 p.m. and 7:00 a.m. shall be compensated for all hours worked as follows:

		FY 24-25	FY 25-26
Watch 3	1600-0200	2.5%	3%
Watch 1	2130-0730	2.5%	3%

Shift differential pay shall not apply to individuals who are not regularly assigned to work either of the above shifts (i.e. working on an overtime basis, on a shift exchange, or when called out due to an emergency).

Effective the first day of the pay period that includes July 1, 2025, employees subject to this pay will receive a 0.5% increase to the amounts shown above.

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

11.3. SPECIAL ASSIGNMENT PAY

A. SPECIAL ASSIGNMENTS

The Chief of Police has final discretion to determine who shall receive a special assignment. Employees assigned to the following special assignments listed below shall receive, in addition to their regular compensation, premium pay at the rate indicated. However, in no case may an employee receive more than one (1) special assignment premium. The special assignment premium pay shall end when the applicable assignment ends.

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

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

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4. Field Training Officer - Five percent (5%)
5. Canine Officer - Five percent (5%)
6. Community Impact Team Officer (Police Liaison) – Five Percent (5%)
7. Lead Jailer – Five Percent (5%)
8. Communications Training Officer – Five Percent (5%)
9. Lead Police Records Clerk – Five Percent (5%)

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

B. FIELD TRAINING OFFICER PROGRAM

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

- The Chief of Police will have the right to select any officer not on probation to serve as a Field Training Officer.
- An officer so selected will receive additional compensation as noted in this MOU.
- The Chief of Police will balance the assignments covering every watch of which there are three (3).
- Seniority will be utilized per the Field Training Officer's sworn service time with the department for selection of watches and days off.

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 special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

C. POLICE DISPATCHERS

Police Dispatchers may be assigned by the Chief of Police to a Communications Training Officer. Assignment pay for Communications Training Officer shall be five percent (5%) of base salary. The parties agree that this is special compensation and shall be reported as such to CalPERS, to the extent it is legally permissible, pursuant to Title 2 CCR, Section 571 (a) (4). The City reserves the right to deviate from the three (3) assignments as the needs of the service require.

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The selection for the Communications Training Officer shall be comprised of the following:

- The Chief of Police will have the right to select any dispatcher not on probation to serve as a Communications Training Officer.
- A dispatcher so selected will receive additional compensation as noted in this MOU.
- The Chief of Police will balance the assignments covering every watch of which there are three (3).
- Seniority will be utilized per the Communications Training Officer's service time with the department with regard to selection of watches and days off.

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 special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

D. CANINE OFFICERS

Each employee performing the assignment of K-9 Officer shall receive fourteen (14) hours of overtime at straight time rate of pay per month which is considered compensation for hours worked under the FLSA for the time spent at his/her residence in caring for the dog during regular days off and during vacation, holiday or sick leave.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine maintenance duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

The City and PAC understand and agree that this additional compensation is intended to compensate canine officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor,

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employees in these assignments agree they are only being compensated for fourteen (14) hours per month.

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

E. MOTOR OFFICERS

Each employee performing the assignment of Motor Officer will receive two (2) hours off per month which is considered compensation for hours worked under the FLSA for the time spent off-duty at his/her residence in maintaining his/her motorcycle during regular days off and during vacation, holiday or sick leave.

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

F. LEAD JAILER

The Chief of Police has the discretion to assign one Jailer to the Lead Jailer assignment. Assignment pay for the Lead Jailer shall be five percent (5%) of base salary.

The selection for the assignment of Lead Jailer shall be comprised of the following:

- The Chief of Police has the authority to assign any one (1) Jailer, not on probation, to serve as the Lead Jailer.
- A Jailer so selected will receive additional compensation as noted above.

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 special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

G. POLICE LIAISON PREMIUM

Community Impact Team Officer

The Chief of Police has the discretion to assign one (1) Police Officer to the Police Liaison Premium- Community Impact Team (CIT) Patrol Officer assignment. Assignment pay for the CIT Patrol Officer shall be five percent (5%) of base salary.

The selection for the assignment of CIT Patrol Officer shall be comprised of the following:

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- The Chief of Police has the authority to select any one (1) Police Officer not on probation, with a minimum of three (3) years of police experience, to serve as the CIT Patrol Officer.
- A Police Officer so selected will be assigned to the Patrol Division and receive additional compensation as noted above.

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

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

H. 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 assignment of Police Records Clerk Lead shall be comprised of the following:

- The Chief of Police shall have the authority to assign any one (1) Police Records Clerk not on probation to serve as a Police Records Clerk Lead.
- The assigned Police Records Clerk will receive additional compensation as noted above.
- 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 special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

11.4. BILINGUAL PAY

Effective the first day of the pay period that includes July 1, 2024, employees shall receive \$175.00 per month (paid biweekly) for possessing the ability to speak and understand a designated language.

Effective the first day of the pay period that includes July 1 2025, employees shall receive \$200.00 per month (paid biweekly) for possessing the ability to speak and understand a designated language.

Designated Languages:

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1. Cantonese
2. Korean
3. Mandarin
4. Spanish

Employees are eligible to apply for bilingual pay six (6) months after hire date.

The City reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive bilingual pay. The City, in conjunction with a local high school, community college, college or other source, will administer an appropriate examination and certify such employees' language abilities.

Employees who have already tested and are receiving bilingual pay for a language other than one of the listed Designated Languages prior to July 1, 2024, shall continue to receive Bilingual Pay for languages that are not designated in the amounts specified above. The City additionally reserves the right to expand the category of accepted languages that shall qualify for additional compensation. In the event an affected employee is fluent in more than one of the accepted languages, the employee shall not receive additional compensation for the multiple language ability.

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 special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4).

11.5. EDUCATION INCENTIVE PAY

A. PURPOSE

The Education Incentive Program shall be available to sworn Police personnel who have successfully completed their initial probationary period.

The purpose of the program is to compensate personnel who have attained desired educational goals and/or who have attained an aggregate of experience and training as verified through the award of Peace Officer Standards and Training certificates. Further, effective July 1, 2013, in order to qualify for the Education Incentive Pay, the degree(s) must be earned by a college or university that is accredited by the United

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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. Degrees obtained via online institutions who are not accredited by any regional accrediting association will not qualify for Education Incentive.

Employees receiving educational pay prior to July 1, 2013, are grandfathered at the level of pay as of that date. However, to receive education pay at a higher level for additional educational achievements, employees must comply with current standards to be eligible for additional compensation.

B. AMOUNTS AND STANDARDS

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

Employees must notify their supervisor in writing of eligibility for Education Incentive Pay. A copy of the eligible degree and/or official POST certificate must accompany the request. Employees are eligible for one level of pay at a time.

For all degrees except POST, Education Incentive Pay in the amounts set forth shall be awarded to an employee effective the beginning of the pay period following receipt of eligibility by Human Resources.

Personnel requesting certification pay must request eligible pay no more than (30) thirty days of receipt of the official POST certificate. If the employee makes the request (memorandum) after (30) thirty days of receiving his/her POST certificate and meets certification pay requirements, the employee will be granted the pay retroactive to the date the request (memorandum) is submitted to his/her supervisor.

1. Sworn Police Officer

Effective the first full pay period starting on or after July 1, 2023:

- a. An amount equal to three percent (3%) of base salary for:
 - Possession of an Intermediate POST Certificate
- b. An amount equal to five percent (5%) of base salary for:
 - Possession of an Associate of Arts degree; or
 - Possession of an Advanced POST certificate
- c. An amount equal to seven percent (7%) of base salary for:
 - Possession of an Associate of Art degree; and
 - Possession of an Intermediate POST Certificate

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- d. An amount equal to eight percent (8%) of base salary for:
- Possession of an Associate of Arts degree; and
 - Possession of an Advanced POST Certificate

The parties agree that for any employee receiving education pay prior to April 18, 2017 in subsections B, C or D for having successfully completed job related course work, may continue to receive such pay. All employees eligible for education pay under subsections B, C or D after April 18, 2017, must possess the appropriate degree as provided for in each subsection.

- e. An amount equal to nine percent (9%) of base salary for:
- Possession of a Baccalaureate (BA/BS) degree

- f. An amount equal to ten percent (10%) of base salary for:
- Possession of a Baccalaureate (BA/BS) degree; and
 - Possession of an Advanced POST Certificate

2. Non-Sworn Employees

Effective the first full pay period starting on or after July 1, 2021, the Education/Certification Incentive Pay shall be available to non-sworn employees who have successfully completed their initial probationary period.

Non-sworn employees who possess a Baccalaureate (BA/BS) or Master's (MA/MS/MPA) college degree may receive fifty (\$50) per month per degree. Degrees must be earned by 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. Employees are only eligible to receive the Education Incentive Pay for one degree at each degree level. For example, an employee possessing two Baccalaureate (BA/BS) degrees and one Master's (MA/MA/MPA) degree is only eligible to receive fifty dollars (\$50.00) for the Baccalaureate degree and fifty dollars (\$50.00) for the Master's degree for a combined total of one-hundred dollars (\$100).

To be considered for eligibility, employees must complete and submit the Request for Education Incentive Pay 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.

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C. ELIGIBLE DEGREES

Eligible 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

The education incentive pay program allows employees with AA/AS, BA/BS and/or Graduate degrees in a non-job-related degree area to be considered for eligibility to receive education incentive pay. However, other degree areas not listed above must be approved in writing by the Chief of Police and Human Resources. The City reserves the right to determine which degrees are eligible for this pay.

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

ARTICLE 12. OVERTIME

12.1. OVERTIME

1. Employees in PAC are subject to different work schedules. Non-sworn employees are scheduled to work forty (40) hours in a seven-day work period (168 recurring hours). Sworn employees are scheduled to work one hundred sixty hours (160) in a twenty-eight (28) day work period.
2. Overtime is subject to pre-approval by the employee's supervisor.
3. The City shall pay overtime at the rate of time-and-one-half (1½) for all hours worked in excess of:
 1. Regularly scheduled hours per shift (except as noted below); or
 2. Hours worked (which includes actual hours worked and any paid leave time) in excess of forty (40) in the seven-day FLSA work period for non-sworn employees and one hundred sixty (160) hours in the twenty-eight (28) day work period for sworn employees.

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- a. Although employees receive overtime for working hours outside of their regular work hours (i.e., any hours worked in addition to their regular schedule as provided for in Article 17.1), Police Officers are subject to the 28-day FLSA work period in accordance with Section 7(k) of the FLSA.

12.2. COMPENSATORY TIME

Subject to approval by the Chief of Police or designee, in lieu of receiving cash payment for overtime, employees may elect the option of accruing Compensatory Time Off (CTO) at the rate of time-and-one-half (1½), subject to a maximum accrual of fifty (50) hours.

The time during which an employee may take Compensatory Time Off shall be subject to approval by the Chief of Police or designee with due regard for the wishes of the employee and for the needs of the operations. However, an employee wishing to use his/her accrued CTO shall provide the City with reasonable notice of such request. 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. Unduly disruptive cannot include cost implications. 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 employment with the City, all earned and unused Compensatory Time shall be paid to the employee at the employee's current regular hourly rate of pay.

For Police Records Clerks only: Employees who have accrued Compensatory Time over the maximum accrual of fifty (50) hours at the start of this MOU will be compensated those hours over the maximum at their regular rate of pay in the first paycheck date of July 2024.

ARTICLE 13. STANDBY AND CALLBACK

13.1. COURT STANDBY TIME

Employees scheduled for court appearances on behalf of the City must be able to respond to court within 30-45 minutes of being called. Employees are not restricted to what they can do or where they can go during this court standby time. Employees on court standby will be compensated as follows:

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

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Two (2) hours at straight time will be paid to employees who are released from court standby with less than 24 hours' notice. Acceptable notification will include person to person contact, text and/or voice message left at employee's residence or other telephone number on file with the department. Departmental documentation of attempts to contact the employee more than 24 hours in advance will be accepted as notification.

When an employee is subpoenaed or otherwise lawfully required to appear, during off-duty hours, in court, at deposition or before any board or judiciary in the performance of the employee's duties, the employee will be compensated as follows:

At a minimum of three (3) hours, at time and one half (1½) from the required time of appearance. In the event the employee's work shift starts prior to the completion of the three (3) hours, at the onset of the employee's shift, the employee will cease to be compensated at time and one half and shall be compensated at straight time.

13.2. CALLBACK DUTY

Employees called back from home for off duty overtime shall receive a minimum of two (2) hours of overtime pay. Such callback requests shall be approved by the on-duty supervisor prior to an employee being called back. Timekeeping for the two (2) hour minimum shall include travel from home to the Covina Police Station or crime scene, whichever is applicable, not to exceed thirty (30) minutes of travel time. Employees called back to work due to their own errors, omissions or negligence shall not be subject to the minimum two (2) hours of overtime pay, however will receive overtime equal to the time actually worked.

ARTICLE 14. PROBATIONARY PERIOD

All employees shall be required to serve at least a one (1) year probationary period, except for:

1. Police Recruits and entry-level Police Officers (Pre-Service) who shall serve an eighteen (18) month probationary period after graduating from the Police Academy and being sworn in as a Police Officer, however employee step increases shall occur pursuant to this MOU.
2. Public Safety Dispatchers shall serve an eighteen (18) month probationary period; employee step increases shall occur pursuant to this MOU.

All promoted employees shall be required to serve a one (1) year probationary period.

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ARTICLE 15. 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 PAC fully supports the City's equal opportunity objectives, and accepts its responsibility for creating a work climate conducive to achieving equal opportunity goals.

The parties agree not to discriminate against any employee because of membership or non-membership activity on behalf of the PAC. Association does not have a duty to fund private insurance benefits through the Association to non-members.

ARTICLE 16. OUTSIDE EMPLOYMENT

Outside employment shall be permitted 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 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 scheduled days 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.

ARTICLE 17. HOURS OF WORK

17.1. WORK PERIODS AND WORK SCHEDULES

A. WORK PERIODS

Non-sworn unit members work a seven (7) day FLSA work period (168 regularly recurring hours).

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Pursuant to Section 207(k) of the Fair Labor Standards Act, sworn employees are scheduled to work 160 hours in the 28-day FLSA work period.

B. WORK SCHEDULES

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

1. The 9/80 schedule (four nine-hour days per work week and one (1) alternating eight (8) hour workday/regular day off). Non-sworn employees have a FLSA work week designated as beginning four (4) hours after the start time on their alternating regular day off (eight (8) hour day).
2. The 5/40 schedule (five, eight-hour days per work week). Non-sworn employees working the 5/40 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, ten-hour days per work week). Non-sworn employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
4. The 3/12 schedule (three, twelve-hour days per work week and one alternating eight-hour day every other week). Non-sworn employees working the 3/12 schedule have a FLSA work week designated as beginning four (4) hours after the start time on their alternating eight (8) hour work day. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
5. The 3/12.5 schedule (three, twelve-and-one-half-hour days each week and one, ten-hour day in the twenty-eight-day work period). Only sworn Police Officers may be assigned this work schedule. The FLSA work week is designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.

Effective July 1, 2018, Police Officers are scheduled to work a 4/10 work schedule. If the City desires to have any Police Officers work the 3/12.5 work schedule, it will inform the Association and give it an opportunity to meet and confer over the City's proposed work schedule change decision.

17.2. POLICE OFFICER SCHEDULING

The shift schedules are as follows:

Watch 2 0700-1700

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Watch 3	1600-0200
Watch 1	2130-0730

If after meeting and conferring with the Association, the City decides that it wants to have Police Officers work a 3/12.5 work schedule, the parties will, at that time, discuss the shift schedules applicable to the 3/12.5. If that occurs, officers working the 3-12½ shift will be required to work a 10-hour payback shift once during each 28 day pay cycle. Payback days for all sworn police officers assigned to the 3-12½ shifts will be scheduled according to the following protocol:

1. A Lieutenant will be designated as the “Payback Coordinator” to manage and oversee the payback scheduling process.
2. Paybacks will be scheduled to mitigate overtime associated with training and/or routine patrol operations. Personnel on the 3-12½ shifts will be assigned to work their paybacks in Patrol on the days scheduled for the 4-10 officers to attend training or to cover vacancies created by other forms of leave. Personnel from 3-12½ shifts may also be assigned to attend training as their assigned payback day.
3. Personnel will be assigned a payback shift by the Payback Coordinator and notified of the assigned payback shift via department email and voicemail.
4. The Payback Coordinator will maintain a document identifying all scheduled payback shifts. This document will be maintained in an open and visible location in the Watch Commander’s Office.
5. The Payback Coordinator should assign personnel to a shift that requires a fill or a shift that would benefit from more adequate staffing levels (i.e., schedule personnel on the day of traffic court or when a shift is scheduled at minimums). The Payback Coordinator should take into consideration the shift to which personnel are assigned and should attempt to accommodate their schedules when assigning payback days to be worked, however, shift accommodation is not guaranteed.
6. Personnel who have completed a payback shift shall report overtime using InTime. The overtime cards will be submitted to the Payback Coordinator on the day that the officer works. The payback hours will be noted on the Daily Timesheet with “Payback” written in the “Comments/Explanation” box.
7. It is the responsibility of the Payback Coordinator to ensure that all payback shifts are scheduled and the affected employees are advised of their payback requirements.

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

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

17.3. EXCEPTIONS

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

Non-sworn personnel covered by this memorandum of understanding, only the Court Officer, Community Service Officer, and Police Dispatchers will also be scheduled on the 4/10 plan, subject to the same exceptions provided by the preceding paragraph.

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

17.4. ASSIGNMENT OF FLEXIBLE HOURS

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

17.5. SHIFT SELECTION

Probationary employees will be assigned a work schedule/shift based on availability and needs of the department. Following the probationary period, employees will participate in the department's shift selection process which is based on seniority (i.e. length of service as sworn police officer).

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17.6. SHIFT TRADES

Employees in the unit have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her Sick Leave deducted. For example, if Police Officer A agrees to work the shift for Police Officer B and prior to the shift, Police Officer A calls in sick and does not work the shift, Police Officer A's Sick Leave is deducted and Police Officer B gets credit for the shift.

ARTICLE 18. MEAL AND REST PERIODS

18.1. MEAL PERIODS

Paid meal periods are provided to employees in the classifications of Dispatcher, Jailer, Community Services Officer (assigned to Patrol or Detective Bureau), and Police Officer (regardless of assignment). Employees receive a paid meal period because they are required to be working or available to respond immediately to calls for service during their meal period.

Unpaid meal periods of up to one hour are provided to employees in the classifications of Community Services Officer, Community Services Specialist, Court Officer, Police Recruit, and Property Evidence Clerk. The amount of time for a meal period and procedure for taking a meal period shall be determined by the Chief of Police or his/her designee.

18.2. 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 job site for a rest period provided that the total time away from the job does not exceed fifteen (15) minutes.

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

ARTICLE 19. HEALTH AND OPTIONAL BENEFITS PROGRAM

19.1. 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 in addition to the Flexible Benefit Contributions described in Section 9.2. Amounts are determined by CalPERS and adjusted annually.

19.2. FLEXIBLE BENEFIT CONTRIBUTIONS

Pursuant to the Section 125 flexible benefit plan adopted by the City, employees will 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, 2024, employees receive a monthly allowance of \$1,500.
- Effective the first paycheck date starting on or after July 1, 2025, employees receive a monthly allowance of \$1,575.
- Effective the first paycheck date starting on or after July 1, 2026, employees receive a monthly allowance of \$1,650.
- Effective the first paycheck date starting on or after July 1, 2027, employees receive a monthly allowance of \$1,725.

Amounts shall be prorated for new and separated employees, based on hire/separation date, and for employees who are in a Leave Without Pay status for all or part of a pay period (except for those on FMLA leave). If at any time during the term of this MOU, other City employees receive a higher monthly allowance, PAC members will automatically be increased to match the higher amount.

Employees may receive unused portions of the allowance as cash. Cash payments are treated as taxable income. The maximum amount of cash an employee may receive is limited to the following:

- \$750 per month for employees hired before September 8, 2010;

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- \$400 per month for employees hired on or after September 8, 2010; and
- \$150.00 per month for employees hired on or after March 19, 2019.

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 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 member does not have minimum essential coverage, or if the conditions in the previous paragraphs are not satisfied.

19.3. DENTAL AND VISION PLANS

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

19.4. COBRA

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 coverage). The employee is responsible for coordinating COBRA coverage with the Human Resources department.

The cost of said benefits may be paid directly by the employee or charged against accrued compensatory time off (CTO) and/or vacation leaves at a dollar rate equivalent to the employee’s hourly base rate. (For example, an employee earns \$20.00 an hour at base rate of pay and the total cost of health, dental and life insurance to the City is \$250.00 per month. On a monthly basis, if the employee wishes to maintain benefit coverage, at his or her option, the employee may pay \$250.00 directly to the City or have 12.5 hours deducted from accrued CTO and/or vacation.) Upon depletion of CTO, sick and vacation leaves, the employee shall have the option of continuing benefit coverage in accordance with Federal Law (COBRA continuation coverage).

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19.5. RETIREE BENEFITS

During the term of this agreement, 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 shall contribute the PEMHCA minimum to CalPERS on the retiree’s behalf.

Effective December 31, 1996, the City shall contribute \$472 per month per eligible retiree toward an optional benefit plan until the beginning of the month the retiree reaches Medicare age. Upon reaching Medicare age, an eligible retiree shall receive \$31.20 per month toward optional benefits. Each eligible retiree shall receive this amount in cash. Any monies received in cash will be considered as taxable income.

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

For employees hired on or after March 19, 2019, as long as the City contracts with CalPERS for medical insurance, the City shall contribute the PEMHCA statutory minimum on behalf of these employees as their retiree medical benefit if they are enrolled in a medical plan through CalPERS.

19.6. LIFE INSURANCE

The City shall provide a \$100,000 Life Insurance policy for each sworn and non-sworn employee covered by this MOU with the City paying the cost of the premium.

19.7. LONG TERM DISABILITY

A. SWORN EMPLOYEES

The City shall pay the premium for a long-term disability plan chosen by the Association. The current provider is CLEA. However, any increases in cost for that plan must be agreed to by the City and are subject to the meet and confer process.

B. NON-SWORN EMPLOYEES

The City provides a long-term disability plan (currently through Voya) with the following basic benefit provisions:

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- Benefit of sixty-six and two-thirds (66 2/3) percent of basic monthly earnings subject to a maximum monthly benefit paid of five thousand dollars (\$5000) per month. (Overtime pay, bonuses and other compensation not received as base wages or salary will not be included in Monthly Earnings.)
- The elimination period for eligibility shall be the greater of 30 consecutive calendar days or the length of accumulated sick leave.

The City shall retain the right to select the LTD insurance carrier and to change carriers as good business practice and economic necessity dictate. The City pays the plan premium.

CLEA is an option available to non-sworn employees. However, the basic benefit provision varies based on the claim. For detailed information, the employee must contact CLEA directly. CLEA enrollment is processed through the Association.

ARTICLE 20. RETIREMENT

20.1. SAFETY EMPLOYEES

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:

1. 1959 Survivors Benefit (GC 21583)
 - a. Employee contributes \$2.00 per month (paid bi-weekly).
 - b. Level IV coverage.
2. One-year final compensation (single highest year) effective July 1, 1979 (GC 20042).
3. 3% at 50 retirement plan effective July 18, 2000 (Tier 1) (GC 21362.2)
4. Unused and unpaid sick leave is applicable toward retirement credit purposes. (GC 20965)
5. \$600 payment, Retired Death Benefit. (GC 21622)
6. Employees covered by this Memorandum of Understanding hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.
7. Effective January 1, 2011, new employees ("classic members") hired by the City will receive the 3% @55 CalPERS benefit formula. (Tier 2)
8. Safety employees ("classic members") pay the 9% (compensation earnable) member contribution.

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- a. The City will adopt a CalPERS resolution in accordance with and as permitted by IRS Code Section 414(h)(2) to ensure that the employees' payment (i.e., "pick up" as that term is used in Section 414(h)(2) of their employee contribution) is made on a pre-tax basis.
9. Members hired on or after January 1, 2013 who are "new members" as defined in the Public Employees' Pension Reform Act of 2013 are provided the following retirement benefits:

The retirement benefit formula for new members is 2.7% per year at age 57. Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment. New members are required to pay a portion of the cost for the 2.7% per year at age 57 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRRA. The mandatory contribution for "new members" is half (½) the total normal cost as identified by CalPERS. The mandatory contribution for new sworn safety members is subject to adjustment.

20.2. MISCELLANEOUS (NON-SAFETY) EMPLOYEES

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

1. 1959 Survivors Benefit (GC 21574)
 - a. Employee contributes \$2.00 per month (paid bi-weekly)
 - b. Level IV coverage
2. One-year final compensation (single highest year) per (GC 20042)
3. Employees covered by this MOU shall receive the opportunity to buy military service credit for retirement purposes, in accordance with the Government Code, Section 21024
4. Unused unpaid Sick Leave Credit is applicable toward retirement credit (GC 20965) for non-safety employee
5. \$600 Retired employee death benefit (GC 21622)
6. 2.5% at 55 benefit formula for "classic" employees (GC 21354.4)
7. Post Retirement Survivor Allowance (GC 21635)
8. Pre-Retirement Death Benefits to continue after remarriage of survivor (GC 21551)

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9. Post-Retirement Survivor Allowance (GC 21624/26/28)
10. 2% Annual Cost-of-Living Allowance Increase (GC 21329)
11. Prior Service (GC 20055)
12. Additional Service Credit (GC 20903)
13. Miscellaneous members contribute eight (8%) percent member contribution toward retirement.
 - a. The City will adopt a CalPERS resolution in accordance with and as permitted by IRS Code Section 414(h)(2) to ensure that the employees' payment (i.e., "pick up" as that term is used in Section 414(h)(2) of their employee contribution) is made on a pre-tax basis.
14. "New members" as defined by the Pension Reform Act of 2013, are provided with the following retirement benefits:

The retirement benefit formula for new members is 2% per year at age 62. Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment. New members are required to pay a portion of the cost for the 2% per year at age 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPPRA. The mandatory contribution for "new members" is half (1/2) the total normal cost as identified by CalPERS. The mandatory contribution for new members may be subject to change per CalPERS.

ARTICLE 21. WORKERS' COMPENSATION

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

21.1. NON-SWORN EMPLOYEES

If an employee not subject to California Labor Code Section 4850 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 thirty (30) calendar days or until the employee returns to work, whichever is earlier. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental life and LTD insurances). This provision shall apply only up through the first thirty (30) calendar days of absence from work for each separate injury or illness, including aggravations thereof.

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

For workers’ compensation leave exceeding thirty (30) 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 worker’s compensation leave (either receiving salary continuation or temporary disability benefits) will have the leave designated as FMLA/CFRA leave. Benefits will continue during the 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 coverage). The employee is responsible for coordinating COBRA coverage with the Human Resources department (See Article 19.4 for more information).

21.2. SWORN POLICE EMPLOYEES

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

ARTICLE 22. UNIFORMS AND EQUIPMENT

22.1. SAFETY AND UNIFORM RELATED EQUIPMENT

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

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

- * Gun
- * Handcuff Case
- * Body Armor
- * Holster
- * Baton Holder
- * OC spray
- * Sam Browne Belt
- * Cartridge Case
- * OC spray holder
- * Baton
- * Whistle
- * Taser

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- * Handcuffs
- * Raincoats
- * Rain Boots
- * Cap Cover (Rain)
- * Flashlight
- * Ammunition
- * Flashlight Batteries
- * Flashlight Bulbs
- * Riot Helmets, with neck and face protectors
- * Nametag
- * Inner Belt
- * All other items as mentioned in the Government Code, Section 50081.0

22.2. UNIFORM ALLOWANCE AND MAINTENANCE

A. ELIGIBILITY AND AMOUNTS

The City has sole discretion subject to meet and confer requirements if applicable to determine which classifications will wear a uniform. Uniforms will be determined by the City. If a uniform is required, the City will provide the uniform and pay for its upkeep and replacement by providing a uniform allowance. The employee will not wear the uniform except on duty and to and from work.

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

1. Effective July 7, 2018 all unit members (employees of record as of March 19, 2019) shall receive the following uniform allowance:
 - \$1,500 per year (paid at \$57.69 per pay period)
 - PERS Reporting of Uniform Allowance - The City shall report to the California Public Employees' Retirement System (CalPERS) the uniform allowance for each sworn and civilian classification as special compensation in accordance with Title 2, California Code of Regulation, Section 571(a)(5). Notwithstanding the previous sentence, for "new members" as defined by the Public Employees' Pension Reform Act of 2013, the uniform allowance will not be reported as compensation earnable to CalPERS.
2. It is also understood that sworn personnel assigned to plain clothes assignments may use uniform allowance for civilian attire used in the course of duty so long as the Chief of Police or his/her designee approves the type of civilian attire.

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3. Employees are not eligible for a clothing allowance unless they have completed twelve (12) months of fulltime employment with the City as a member of PAC.
 - a. The parties agree that any Police Records Clerks hired prior to July 1, 2024, shall be grandfathered and begin receiving uniform allowance pay in accordance to Section 22.2(A)(1). For all Police Records Clerks hired after July 1, 2024 must meet the twelve (12) months of fulltime employment with the City as a member of PAC.
4. It is understood that non-sworn personnel may no longer be required to wear uniforms, depending on assignments, at the City's option. In such discontinued situations no clothing allowance will be provided.
5. Employees do not need to submit receipts to receive their annual uniform allowance.

22.3. USUAL WEAR AND TEAR

Uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee, when prior written consent for such services has been given by the Chief of Police or his/her designee to the requesting employee.

22.4. 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.

ARTICLE 23. SICK LEAVE

23.1. SICK LEAVE ACCRUAL AND MAXIMUM

1. Employees hired on or before December 31, 1990:

All employees hired to a position classification covered by this MOU on or before December 31, 1990, shall receive one hundred twenty (120) hours per year paid sick leave with unlimited accumulation. Except as provided in this MOU, sick leave use will be in accordance with the Personnel Rules and Regulations of the City of Covina concerning sick leave. Sick leave is accrued on a biweekly basis.

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2. Employees hired on or after January 1, 1991:

All employees hired into a position classification covered by this MOU on or after January 1, 1991, shall receive one hundred twenty (120) hours per complete year worked of paid sick leave. Sick leave is accrued on a biweekly basis. Employees are limited to a maximum accrual limit of twelve hundred (1200) hours. Once an employee reaches the maximum accrual limit no additional leave will accrue until use of leave reduces the leave balance below the maximum.

For employees who had more than 1100 hours of accrued sick leave on April 18, 2017, the City moved those hours above 1100 hours and placed those hours in a separate bank for each employee. Those hours will be part of the hours the employee can convert to service credit per Government Code Section 20965, as provided for in Article 23.3- Payout of Accrued Sick Leave upon Retirement. There shall be no cash out value of those hours upon retirement and the hours shall be used solely for the purpose of conversion to service credit as noted above.

3. Sick leave used shall be deducted from the employee's accrued leave balance on an hour-for-hour basis. Per California Labor Code Section 233, employees are not subject to a waiting period for using earned sick leave.

23.2. USE OF SICK LEAVE EARNED

1. Employees 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, unless the employee became sick within 60 minutes of the start of the shift. 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. Sick leave may be granted for personal illness or injury, absences for medical, dental, and/or vision care appointments, or any other reasons as permitted by law. Sick leave may also be permitted to attend to an immediate family member (parent, child, spouse, registered domestic partner, sibling, grandparent, grandchild, or designated person as defined in California Labor Code Section 245.5) who is ill/injured or needs care as permitted by that law.
3. Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used thirty (30) consecutive hours, or three (3) consecutive days, whichever is greater, that involves the illness of the employee or a family member.
4. For death in family: Up to five (5) days of accrued leave may be used (on each separate occasion) in the event of death to a member of the employee's immediate family (father,

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mother, brother, sister, spouse, children, step-children, grandmother, grandfather, in-laws, registered domestic partners).

5. Family Medical Leave Act: Employees may use sick leave to the extent permitted by the CFRA/FMLA for a serious health condition as defined by the FMLA/CFRA. Employees shall request such leave in accordance with the City FMLA/CFRA policy.
6. Each calendar year, an employee can use up to an equivalent of three work days of accrued sick leave for personal leave with 1-week advanced notice.

23.3. SICK LEAVE USAGE REOPENER

The City agrees to meet and confer with PAC during the term of this MOU to review and discuss sick leave usage. There shall be no changes without an agreement.

23.4. PAYOUT OF ACCRUED SICK LEAVE UPON RETIREMENT

1. Upon retirement of employment from the City of Covina, fifty percent (50%) of maximum accrued/earned sick leave hours may be compensated to the employee at his/her option at the employee's base hourly rate of pay. Any sick leave not cashed out will be reported to CalPERS for service credit per Government Code Section 20965. For example, an employee with 2,000 hours would receive a payout of 50% or 1,000 hours and the remaining 1,000 hours would be reported to CalPERS as service credit. If the employee chooses not to cash out any accrued sick leave, all hours shall be converted to CalPERS service credit.

Employees hired on or before December 31, 1990 may receive a 50% pay out of their total leave bank and/or convert sick leave hours to service credit as explained above.

Employees hired on or after January 1, 1991 and before July 1, 2017 have a maximum sick leave accrual of 1200 hours that may be paid out and/or converted to service credit as explained above.

This benefit is forfeited if an employee is terminated for cause.

2. Employees hired on or after July 1, 2017 will not be entitled to cash out of sick leave at retirement. Accrued sick leave for such employees will be reported to CalPERS for service credit per Government Code Section 20965.

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ARTICLE 24. VACATION LEAVE

24.1. ELIGIBILITY

Fulltime employees receive vacation leave time as provided in the MOU. Probationary employees begin accruing vacation leave time upon hire and are eligible to use accrued vacation following six months of employment.

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

24.2. VACATION SCHEDULING

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

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

Each Division Commander shall schedule vacations for his/her respective Divisions.

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

Each employee shall designate his/her "primary" vacation request by December 1 of each calendar year by seniority for the following year. Any employee may take additional vacation time during the year provided it does not conflict with another employee's "primary" vacation. No employee shall be allowed to take more than five (5) consecutive weeks' vacation at any one time except by the written permission of the Chief of Police.

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

The vacation schedule will ensure that:

1. Not more than two (2) Police Officers assigned to the patrol division are on vacation at the same time.
2. Not more than two (2) Detectives assigned to the Detective Division are on vacation at the same time.

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3. Only one (1) Jailer, one (1) Dispatcher, one (1) Community Services Specialist, (1) Community Services Officer, one (1) Court Officer, and one (1) School Resource Officer may take vacation at the same time.

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

- A. An employee who is displaced from the vacation schedule by a senior employee may, during the first twenty (20) days following the displacement, make another vacation selection.
 1. Of any open vacation period, or
 2. By consensus with other employees, or
 3. By displacing a junior employee on the vacation schedule.

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

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

B. Emergencies

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

ARTICLE 25. VACATION LEAVE

25.1. VACATION ACCRUAL

Effective July 20, 2021, the maximum accumulation of earned vacation shall be 500 hours. There shall be no further accrual of hours until an employee has reduced his/her accrual.

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A. NON-SWORN

Non-sworn employees accrue vacation on a biweekly basis as follows:

Months of Service	Total Annual Accrual
0 month to 47 months	96 hours
48 months to 107 months	144 hours
108 months to 167 months	168 hours
168 months to 239 months	200 hours
240 months and beyond	208 hours

B. SWORN

Sworn employees accrue vacation on a biweekly basis as follows:

Months of Service	Total Annual Accrual
0 month to 47 months	104 hours
48 months to 107 months	152 hours
108 months to 167 months	168 hours
168 months to 239 months	200 hours
240 months and beyond	208 hours

25.2. PAYOUT OF ACCRUED VACATION PRIOR TO SEPARATION

An employee may elect to cash out his/her accrued vacation hours paid at their base hourly rate of pay, at a maximum of eighty (80) hours per calendar year as described below. A vacation leave balance of at least 100 hours must be kept after participation in this program.

Effective December 2024 and each year thereafter, on or before the pay period which includes December 15 of each calendar year, an employee must submit an irrevocable written election form to cash out accrued flex leave which will be earned in the following calendar year. Only leave hours already accrued in the calendar year for which an election is made may be cashed out. The employee can elect to receive the cash out in the pay period which includes May 15 and/or the pay period which includes October 15 for those vacation leave benefits that have been earned during that portion of the year. If an employee for any reason would not have accrued the full amount elected for cash-out during the calendar

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year for which the election is made, the cash-out amount will be reduced accordingly. In no event shall the employee's vacation leave balance be reduced below 100 hours.

An employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Administrative Services for a payoff of accrued vacation leave.

This exception could apply to circumstances in which the employee did not originally elect the vacation cash out prior to the December 15 deadline, or circumstances in which the employee is seeking more than the original cash out election due to severe financial hardship.

25.3. PAYOUT OF ACCRUED VACATION UPON SEPARATION

Upon separation from the City's service, all earned and unused vacation time will be compensated at the employee's current base hourly rate of pay. Vacation payouts are treated as taxable income.

ARTICLE 26. HOLIDAYS

26.1. NON-SHIFT AND SHIFT ASSIGNMENTS

For the purpose of granting holidays, the following definitions apply:

- Non-shift employees are in the following classifications/assignments:

Community Service Officer

Community Services Specialists

Court Officer

Property & Evidence Clerk

Police Records Clerks

- Shift employees are in the following classifications/assignments:

Police Officer

Police Officer Recruit

Dispatcher

Jailer

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26.2. FIXED HOLIDAYS DEFINED

For members, the following thirteen (13) days shall be established as holidays:

1. January 1 (New Year's Day)
2. Third Monday of January (Martin Luther King Jr. Day)
3. February 12 (Lincoln's Birthday)
4. Third Monday in February (Presidents' Day)
5. Last Monday in May (Memorial Day)
6. June 19 (Juneteenth)
7. July 4 (Independence Day)
8. First Monday of September (Labor Day)
9. Second Monday of October (Indigenous Peoples' Day)
10. November 11 (Veterans' Day)
11. Last Thursday in November (Thanksgiving Day)
12. Friday following Thanksgiving Day
13. December 25 (Christmas Day)

Employees working in non-shift assignments receive time off with holiday pay (equal to his/her regularly scheduled hours) for the abovementioned thirteen (13) fixed holidays. Employees must be paid for the regularly scheduled workday prior to and immediately following a holiday in order to receive pay for that holiday.

When a holiday falls on a Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on a Saturday, the preceding Friday shall be observed in lieu thereof. If the holiday falls on a day off the employee gets the regularly scheduled hours added to his/her floating holiday bank.

26.3. NON-SHIFT EMPLOYEE REQUIRED TO WORK ON A FIXED HOLIDAY

If a non-shift employee is required to work on any of the above designated holidays, he/she will be paid his/her regular rate of pay for hours worked and additional floating holiday hours equal to his/her regularly scheduled hours (e.g. 10 hours for a 10-hour shift) will be added to his/her floating holiday leave bank.

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If a non-shift employee is called to work on a designated holiday outside of his/her regularly scheduled hours, he/she will be paid overtime for all hours worked in addition to their regular floating holiday accrual as mentioned above (Article 25.2).

26.4. FLOATING HOLIDAYS

Employees must receive advanced supervisor approval when requesting to use floating holiday hours. The department will make every effort to grant requests for leave; however, requests may be denied when service and staffing levels would be impacted.

26.5. MAXIMUM LEAVE BANK CAP

The floating holiday leave bank is capped at one hundred (100) hours. Therefore, at no time shall an employee have more than one hundred (100) hours of accrued floating holiday hours in his/her floating holiday leave bank. Employees that have floating holiday time at the time the annual floating holiday leave is granted may receive a partial allotment of floating holiday time, as the bank may not exceed one hundred (100) hours.

26.6. FLOATING HOLIDAYS FOR NON-SHIFT EMPLOYEES

Effective January 1, in addition to fixed holidays, non-shift employees receive three (3) days of floating holiday hours annually based on the number of hours they are assigned per day. The allotted hours will be reflected in the pay period that includes January 1. For example, if an employee is assigned to a ten (10) hour shift, he/she would receive thirty (30) hours of floating holiday leave to his/her leave balances following January 1.

New non-shift employees shall receive a prorated amount of 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 twenty-five (25) floating holiday hours on March 1.

Upon separation from the City's service, all earned and unused floating holiday time will be compensated at the employee's current base hourly rate of pay. Floating Holiday payouts are treated as taxable income.

26.7. FLOATING HOLIDAYS FOR POLICE OFFICERS ASSIGNED TO DETECTIVE BUREAU PRIOR TO JUNE 30, 2024

In addition to holiday pay in lieu of fixed holidays, as per Section 25.5 below, Police officers 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 1st.

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If a shift Police Officer is assigned to the Detective Bureau during the year, he/she will receive a prorated amount of floating holiday hours equal to 2.5 hours per month for the remainder of the calendar year beginning the first day of the month following the assignment date.

A Police Officer who is assigned out of the Detective Bureau shall keep any floating holiday hours received prior to the reassignment within the maximum cap for Floating Holiday leave hours.

The parties agree this provision for Police Officers assigned to the Detective Bureau expired as of June 30, 2024 and will not be provided going forward. Employees shall keep any earned and unused Floating Holiday hours as of June 30, 2024 up to the maximum cap for Floating Holiday leave hours. No additional Floating Holiday hours will be accrued after July 1, 2024.

26.8. HOLIDAY PAY FOR SHIFT EMPLOYEES IN LIEU OF TIME OFF FOR FIXED HOLIDAYS

Effective July 1, 2024, in lieu of fixed or floating holidays, shift employees shall receive the following:

1. Shift employees shall be compensated with fourteen (14) hours per month of holiday pay at their regular rate of pay paid on the last paycheck of each month.
2. Shift employees working their regularly assigned shift on a designated holiday will be compensated at their regular rate of pay.
3. The parties agree that Holiday Pay 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 shall, to the extent legally permissible, be reported as special compensation pursuant to Title 2 CCR, Section 571(a)(5).
4. For purposes of payroll, when a PAC employee is in a leave-without-pay status, or separates from City service, payment of the fourteen (14)-hour Holiday Pay provision shall be prorated, and paid at straight time according to the percentage of paid hours that the employee worked for that month.

ARTICLE 27. JURY DUTY/WITNESS LEAVE

27.1. JURY DUTY

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

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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.
2. If a unit member 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 if there are still four hours left on his/her shift or call in to his/her supervisor and ask to use leave to cover the rest of his/her shift.
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 of 1-3 above.
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.

A. NON-WORK-RELATED APPEARANCE (WITNESS LEAVE)

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

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ARTICLE 28. GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is defined as any dispute concerning the application or interpretation of any rule or policy of the City of Covina Personnel Rules and Regulations, of this MOU, of departmental rules and regulations, or of the impacts of a City decision on wages, hours, and other terms and conditions of employment.

Section 2. Procedure to Afford the Employee Proper Consideration of a Grievance:

Step 1: Review with Employee Association: When applicable, the grievant shall discuss the grievance with his/her appropriate PAC representative in an effort to determine if the grievance should be pursued. If so, the Association may assist the employee in processing the grievance. The grievant has fourteen (14) calendar days following the day the event occurred upon which to consult with his/her Association. Step 1 does not preclude the grievant, however, from taking his/her grievance to the next step of review.

Step 2: 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 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 3: Police Captain (First level of Review): If the grievance is not settled at step 2, the grievant may submit the grievance in writing to his/her Captain 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 Captain shall meet with the grievant and a written decision and statement 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 Captain to respond to within such time limits shall entitle the grievant to process his/her grievance at the next level of review.

Step 4: Chief of Police Review (Second Level Review): If the grievance is not settled at step 3, the grievant may serve written notice of the grievance to the Chief of Police within fourteen (14) calendar days of the receipt of the Step 3 grievance response or twenty-one (21) calendar days following the date of the Step 3 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 Chief of Police shall meet with the grievant, and a written decision and statement of facts and issues shall be rendered to the

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grievant and representative, if any, within fourteen (14) calendar days from the date of the meeting. Failure of the Chief of Police to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

Step 5: Human Resources Review (Third Level Review): If the grievance is not settled at Step 4, 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 4 or twenty-one (21) working days following the date of the Step 4 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 Human Resources to respond within such time limits shall entitle the grievant to process the grievance at the next level of review.

Step 6: City Manager/Designee Review (Final Level of Review): If the grievance is not settled at Step 5, the grievant may serve written notice of the grievance to the City Manager, or his/her designee within fourteen (14) calendar days following receipt of the grievance response at Step 5 or twenty-one (21) calendar days following the date of the step 5 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.

ARTICLE 29. DISCIPLINE

29.1. NON-SWORN

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes his/her probationary period, he/she shall only be subjected to discipline (defined as termination, demotion, suspension, and reduction in pay) resulting in the loss of pay and/or benefits if the City can show "just cause" for the action and support its position by a preponderance of the evidence. Such discipline is subject to the pre-action process described in subparagraph "1" below and the disciplinary appeal process in subparagraph "2" below.

Disciplinary actions such as written reprimands, counseling memos and written warnings are not subject to the pre-action process and may not be appealed. However, an employee

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may submit a written response to such action, which shall be attached to the reprimand, warning or counseling memo (or other such document) in the employee's personnel file.

1. Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, Reduction in Pay)

Prior to being subject to any such discipline, an employee will first be served with a notice of intent to discipline by his/her supervisor, manager or department head. This document will set forth the grounds for the proposed 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 supporting documents and without any response from the employee.

If the employee chooses to respond in writing, he/she must ensure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) 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 seven (7) calendar days of receiving the notice of intent to discipline and must inform 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.

At the Skelly meeting (assuming the employee wants to respond orally) the employee has the right to be represented. 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 employee may be represented at the Skelly meeting by one on-duty PAC representative as well as by an attorney or other representative if he/she chooses.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The City representative will decide whether to impose the proposed discipline, impose a lesser discipline, or impose no 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 the 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

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discipline, he/she must do so in writing by serving a notice of appeal to the Human Resources Manager within seven (7) calendar days of receipt of the notice of discipline.

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

2. Appeal of Discipline Resulting in Loss of Pay – Advisory Arbitration

If an employee desires to appeal a disciplinary action, he/she (or the employee's 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 an arbitrator, the Human Resources Director/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 alternately 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, 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.

29.2. 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

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acknowledge the protections of the Act and agree that nothing in this section is intended to diminish the protections provided to Police Officers 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 Officer will first be served with a notice of intent to discipline by his/her supervisor, manager or department head. 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 ensure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) 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 seven (7) 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.

At the Skelly meeting (assuming the employee wants to respond orally) the employee has the right to be represented by a representative. 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 City representative will decide whether to impose the proposed discipline, impose a lesser discipline, or impose no discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

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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 to the Human Resources Manager within seven (7) 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 Officer 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 an arbitrator, the Human Resources 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 strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall alternately 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.

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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 1b of this Article

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

a. Right to Administrative Appeal per this Procedure

A Police Officer who is subjected to punitive action (within the meaning of Government Code § 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

- 1) Within five (5) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources Manager in writing of his/her intent to appeal the punitive action.
- 2) The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

c. Hearing Officer

- 1) The City Manager shall have twenty-one (21) calendar days from receipt of the notice of appeal to designate himself/herself

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as the hearing officer or appoint a neutral hearing officer, i.e., a person who did not initiate or authorize the action in question.

- 2) 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 final and binding.

d. Burden of Proof/Persuasion

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

- 1) The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative.
- 2) The parties may present opening statements.
- 3) The parties may present evidence through documents and testimony.
 - i. Witnesses shall testify under oath.
 - ii. The hearing officer shall issue subpoenas for documents or testimony upon reasonable request of the parties.
- 4) The parties shall be entitled to confront and cross-examine witnesses.

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5) 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.

g. Representation

The employee may be represented by an association representative or attorney 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

1) 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.

2) 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 or she shall review the entire record prior to making a decision.

3) 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.

4) 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,

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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 Procedures 1094.5 and 1094.6.

29.3. PROCEDURES UPON POST SUSPENSION OR REVOCATION OF PEACE OFFICER CERTIFICATION

All peace officers in the Department must have and maintain valid certification from the Commission on Peace Officer Standards and Training (POST) (or temporary Proof of Eligibility or “POE” where applicable) at all times. Having and maintaining valid certification from POST at all times is an essential minimum requirement for employment as a peace officer in the Department. Suspension or revocation of an officer’s POST certification will lead to an unpaid suspension or termination of employment with the City. Officers without certification shall have no right to be employed by the City in any non-sworn position if their certification is suspended or revoked.

1. Suspension or Revocation of Peace Officer Certification

If POST suspends or revokes a peace officer’s certification, the peace officer is subject to termination from employment or suspension from employment without pay.

a. Pre-Deprivation Procedural Due Process

A termination or unpaid suspension from employment based on a suspension or revocation of an officer’s certificate by POST is subject to the officer’s ability to first participate in an informal Skelly meeting with a City representative prior to the termination or suspension taking effect, pursuant to Section 18.2(1)(a). If the officer elects to participate in a Skelly meeting with the City representative, the Skelly meeting shall be scheduled promptly, but not sooner than 5 days after the officer receives written notice of the charges and recommended action.

b. Final Notice of Termination or Unpaid Suspension from Employment

If termination or an unpaid suspension from employment is imposed, the City representative shall issue a notice of termination or suspension. The notice will set forth the officer’s appeal rights advising the officer that if he/she wishes to appeal the action, he/she must do so in writing by serving a notice of appeal to the Human Resources Manager within seven (7) calendar days.

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c. **Conditions of Unpaid Suspension from Employment without Pay
Pending Suspension of Certificate by POST**

If a peace officer's employment is suspended without pay due to the suspension or revocation of the officer's POST certificate by POST, the suspension without pay shall continue until either the suspension or revocation of their certification is no longer in effect or until the City terminates the peace officer's employment. During such suspension without pay, the officer is not permitted to exercise the powers of a peace officer, but the officer shall continue to be required to respond to and abide by Department orders, including but not limited to orders to participate in an investigation. If an officer is required by the Department to perform any work, such as submitting to an investigatory interview, then the officer shall be paid for the work performed.

2. **Administrative Appeal Rights**

If a peace officer's certification is suspended or revoked by POST and the Department terminates the officer's employment or suspends the officer from employment without pay as a result, and the officer has passed their initial probationary period, then the peace officer may request an administrative appeal pursuant to Section 18.2(1)(b). An administrative appeal will be heard by either the City Manager or a hearing officer designated by the City Manager. Any decision by a hearing officer shall be advisory to the City Manager. Any such appeal shall be subject to the following.

a. **Appeal Rights if POST Revokes an Officer's Certificate and the
Department Suspends or Terminates the Officer's Employment**

If the officer is appealing either termination or an unpaid suspension from employment resulting from POST's revocation of the officer's certification, then the limited purpose of the appeal shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. In such cases, the Department's burden is satisfied if the Department establishes that POST revoked the officer's certification. If as a result of the appeal, the termination from employment is overturned and the officer is reinstated to employment, the officer shall not be entitled to any retroactive compensation for any periods during which the officer's POST certification was revoked.

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- b. Appeal Rights if POST Suspends an Officer's Certificate and the Department Terminates or Suspends the Officer's Employment

If the officer is appealing either termination or an unpaid suspension from employment resulting from POST's suspension of the officer's certification, then the Department shall have the burden of establishing that POST suspended the officer's certification and the burden of persuasion that the unpaid suspension or termination was reasonable under the circumstances. If as a result of the appeal, the unpaid suspension is overturned, the officer shall not be entitled to any retroactive compensation for any periods during which the officer's POST certification was suspended.

- c. Effect of Independent Charges of Administrative Misconduct

If the Department files charges of administrative misconduct against the officer, then any appeal from discipline stemming from the charges of misconduct will be conducted pursuant to Section 18.2(1)(b). An appeal from discipline stemming from administrative charges of misconduct and an appeal from a suspension without pay or termination based on POST's suspension or revocation of a certificate may be combined and processed according to Section 18.2(1)(b), but the Department's burden of proof/ persuasion in connection with its actions in response to POST's suspension or revocation of the certificate shall be as described in this policy. Therefore, even if a punitive action that is imposed in connection with administrative misconduct charges is not sustained, a termination or suspension without pay imposed due to POST's suspension or revocation of the officer's certificate shall be upheld if the Department satisfies the burden stated in this policy.

3. Effect of Reinstatement of POST Certification

If POST's suspension or revocation of an officer's certification is reversed, in whole or in part, including by judicial or administrative process, that shall not result in the automatic reversal of any unpaid suspension or termination of employment that was in effect up to the point that POST restores the certificate.

In the case that the Department had imposed an unpaid suspension from employment, if the Department imposes an unpaid suspension beyond the date that POST restores the officer's certification, and if it has not done so already, then the Department shall follow existing City rules for imposing discipline and

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the officer shall be entitled to appeal the extended suspension pursuant to Section 18.2(1)(b).

In the case that the Department terminated the officer's employment, and did so based solely on the suspension/ revocation (i.e., the Department did not take action based on any independent administrative charges of misconduct), if POST's suspension or revocation of the officer's certification is overturned, then the officer may request reinstatement to employment in writing within thirty (30) calendar days of POST's restoration of the officer's certificate.

A request for reinstatement pursuant to this policy must be made to the Department by filing the request with the Chief of Police. The request for reinstatement must be accompanied by written proof of the restoration of the officer's POST certificate.

Upon receipt of a request for reinstatement, if the officer's termination was based solely on POST's suspension or revocation of the officer's certificate, then the Department may choose either to (1) reinstate the officer if reappointment is otherwise permitted by law, or (2) conduct an investigation into the circumstances surrounding the suspension/ revocation.

If the Department elects to do an investigation into the circumstances surrounding the suspension/ revocation, then the investigation must be completed within 365 calendar days of the officer's request for reinstatement. Within 365 calendar days of the officer's request for reinstatement, or sooner as may be required by law, the Department must notify the officer whether their request is granted or denied.

a. **Appeal from Denial of Reinstatement**

If the officer's employment was terminated based solely on the suspension/ revocation of the officer's POST certificate, and the Department denies the request for reinstatement, then the officer may appeal the decision. The appeal will be conducted according to the following rules.

- The City Manager, or his or her designee, will be the hearing officer.
- The former officer appealing the denial of reinstatement shall bear the burden of proving that the denial of reinstatement was an abuse of discretion, which means that the Chief or his or her designee exceeded their lawful authority or made a decision that

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was arbitrary or capricious. If reasonable people could disagree whether reinstatement was appropriate, then there is no abuse of discretion.

- The formal rules of evidence do not apply, although the hearing officer shall have discretion to exclude evidence that is incompetent, irrelevant or cumulative, or the presentation of which would otherwise unduly consume time. Hearsay is admissible.
- The parties may present opening statements.
- The parties may present evidence through documents and testimony.
- Witnesses shall testify under oath. However, the parties shall not 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.
- The hearing will be recorded. Either party may request the proceeding to be recorded by a stenographer. The party requesting a stenographer shall bear the cost. A party seeking a copy of the transcript shall be responsible for the cost of the transcript.
- The officer 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 officer.
- The Department shall also be entitled to representation at all stages of the proceedings.
- If the City Manager designates a hearing officer, then he or she will issue a recommendation to the City Manager. The City Manager will issue a written decision to the parties. The decision shall be final and not appealable.

- b. No Appeal from Denial of Reinstatement if Original Termination Not Based Solely on Revocation of Certificate

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If an officer was terminated based on grounds in addition to or other than revocation by POST of the officer's certificate and if 1) the termination was sustained based on one or more of the charges of administrative misconduct following any administrative appeal, or 2) the officer did not appeal the termination, then the officer shall have no right of reinstatement and an appeal will not be provided, even if POST subsequently restores the officer's certificate. In such case, the Department may reject the request for reinstatement without right of appeal.

c. No Right of Appeal for Probationary Officers

An officer who did not pass their initial probationary period is not eligible to appeal release from employment or seek reinstatement from release, even if the release was based on POST's suspension or revocation of the officer's certificate.

ARTICLE 30. LAYOFF PROCEDURE

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

30.1. PROCEDURE

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

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

30.2. DEMOTION IN LIEU OF LAYOFF

An employee who is to be laid off may elect to be demoted in lieu of layoff to his/her previously held position within the department provided:

1. The employee has the skills and meets the qualifications of his/her previously held position,

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2. The Employee has not received discipline in the last two (2) years, has passed probations, and is meeting the requirements of his/her position as per the last performance evaluation, and
3. The operating requirements of the department are maintained.

Employees who exercise their right to demote in lieu of layoff shall displace the employee with the least classification seniority in such classification.

A displaced employee will be laid off unless the displaced employee exercises his/her right to demote in lieu of layoff, provided that he/she can meet all the requirements above.

30.3. RECALL

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

If a vacancy or vacancies occur, current employees who have been demoted in lieu of layoff shall be recalled or re-employed to their former positions in order of classification seniority first. If the vacancy or vacancies cannot be filled by current employees, then employees who have been laid off shall be recalled or re-employed to their former positions in order of classification seniority.

The Department will notify the employee of the vacancy, and the employee must notify 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. If the employee does not respond within three (3) days, the employee will be removed from the recall or re-employment list. It shall be the employees' ongoing duty to provide the Human Resources office and the department with a current address during the period of layoff.

30.4. SENIORITY

As used herein, classification seniority means the total time served in a permanent and probationary status within the classification. Time served in other classifications within the City's competitive service shall not be counted for the purposes of layoff. Departmental seniority means the total time served in a permanent and probationary status within a specific department.

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ARTICLE 31. SIGNATURES AND EXECUTION

The parties hereto have caused this Memorandum of Understanding to be executed this 18th day of June, 2024.

POLICE ASSOCIATION OF COVINA

CITY OF COVINA

Oswaldo Preciado 7/1/2024
Oswaldo Preciado Date
President

John King 10/15/2024
John King Date
Mayor

Kyle Hulsey 7/1/2024
Kyle Hulsey Date
Vice President

Chris Marcarello 7/1/2024
Christopher Marcarello Date
City Manager

Stephen Leonesio 6/29/2024
Stephen Leonesio Date
PAC Representative

Anita Agramonte 7/1/2024
Anita Agramonte Date
Director of Administrative Services

Attest:

Fabian Velez 10/16/2024
Fabian Velez Date
Chief Deputy City Clerk