



City of Covina

**Memorandum of
Understanding
Police Management Group**

July 1, 2024 - June 30, 2028

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE POLICE MANAGEMENT GROUP AND THE CITY OF COVINA
Effective July 1, 2024**

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ARTICLE 1. PREAMBLE

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

ARTICLE 2. RECOGNITION

2.1 EXCLUSIVE REPRESENTATIVE

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

- Police Captain
- Police Lieutenant

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

2.2 NEW CLASSIFICATIONS

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

2.3 INDIVIDUAL EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.

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

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ARTICLE 3. EMPLOYEE DEFINITIONS

EMPLOYEE, FULLTIME: For purposes of this Memorandum of Understanding, excludes those not of permanent status of the previously listed position classifications. Permanent status does not include those on probation, of limited term (six months or less), or seasonal hire (school term or season of the year), or of part-time status (working less than forty (40) hours in a seven-day work week, which is designated from Saturday at 12:00 a.m. through the following Friday at 11:59 p.m.).

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

EMPLOYEE, MANAGEMENT: Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the City Manager and department heads; and/or

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

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

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

ARTICLE 4. SCOPE AND PREVAILING RIGHTS

4.1 BASIC AGREEMENT

It is the intent and purpose of the Memorandum to assure sound and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding of differences which may arise, and to

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set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

Non-conflicting prior practices shall continue without interruption as a prior practice, which shall be defined as a practice which has been (1) unequivocal; and (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed and an established practice; and (4) is not in conflict with Article 4.3 - Management Rights Reserved.

4.2 DISCRIMINATION

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

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

4.3 MANAGEMENT RIGHTS RESERVED

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

- a. Manage the City.
- b. Establish and schedule working hours.
- c. Establish, modify, or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the workforce, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof.
- g. Determine services to be rendered and frequency thereof.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- 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.

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- m. Determine selection, promotion or transfer of employees.
- n. Determine the size and characteristics of the workforce.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary to execute the City's 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.

4.4 EMPLOYEE RIGHTS

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

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by PMG at the time of the signing of this MOU which are not included in this MOU shall remain in full force, unchanged and unaffected in any matter during the term of the MOU unless changed by mutual consent. However, for such prior

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practices to be applicable they must not be in conflict with Article 4.3 - Management Rights Reserved.

ARTICLE 5. SAVINGS CLAUSE

5.1 STATE AND FEDERAL OBLIGATIONS

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

5.2 SEVERABILITY CLAUSE

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

5.3 BINDING ON THE PARTIES

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

ARTICLE 6. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

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

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

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

ARTICLE 7. TERM AND RENEWAL

Upon ratification and execution by the City Council, this MOU shall 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.

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

ARTICLE 8. PROBATIONARY PERIOD

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

ARTICLE 9. SALARY AND COMPENSATION

9.1 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 Captain – Six percent (6.0%)
- Police Lieutenant – Four percent (4.0%)

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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.
- 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	Monrovia
Azusa	Montebello
Chino	Monterey Park
Glendora	Pomona
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, to determine the market rate, a market average of agencies will be applied to calculate Total Compensation in FY 2027 and FY 2028.

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D. Y-RATING

The City may, at its discretion and based on the results of a related compensation analysis, Y-Rate employee 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/her previously attained rate. The job classification shall be subject to applicable cost of living adjustments (COLAs).

9.2 SALARY ADJUSTMENTS 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 Management Group 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 Management Group 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 Management Group 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 Management Group Salary Schedule).

9.3 SALARY UPON PROMOTION

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

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

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

9.4 ADVANCEMENT THROUGH SALARY RANGES

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

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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.

9.5 LONGEVITY PAY

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

Longevity pay is paid to the employee biweekly effective the employee’s fulltime anniversary date following receipt of the Personnel Action Form (PAF) by Human Resources.

The department must submit a PAF for each applicable increase for processing. Employees are eligible for longevity pay per the schedule below effective the next available paycheck following the employee’s hire date anniversary into a fulltime continuous and regular position.

Years of Continuous Fulltime Service	Total % of Base Rate of Pay
15 years of service	2%
20 years of service	3%
25 years of service	4%

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 10. WORKDAYS AND HOURS

10.1 WORK SCHEDULES

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

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A. FIVE-FORTY (5/40) SCHEDULE

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

B. NINE-EIGHTY (9/80) SCHEDULE

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

C. FOUR-TEN (4/10) SCHEDULE

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

D. HYBRID SCHEDULE

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

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

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

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

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

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

The Payback Coordinator should assign personnel to a shift that requires a fill or shift that would benefit from more adequate staffing levels (i.e., schedule personnel on the day of traffic court or when a shift is scheduled at minimums). The Payback Coordinator should

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take into consideration the shift to which personnel are assigned and should attempt to accommodate their schedules when assigning payback days to be worked, however, shift accommodation is not guaranteed.

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

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

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

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

10.2 MEAL PERIODS

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

ARTICLE 11. HOURS WORKED IN EXCESS OF REGULAR SCHEDULE

11.1 COURT STANDBY TIME

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

Three (3) hours standby allowed for both morning and afternoon sessions at straight time rate of pay if employee is kept on call; if an employee appears in court in response to a subpoena, he/she is compensated at time and one-half (1 1/2) and is given a minimum of two (2) hours or actual time, if greater.

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

When an employee is subpoenaed or otherwise lawfully required to appear, during off-duty hours, in court, at deposition or before a DMV Hearing in the performance of the

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employee's duties, the employee will be compensated, at a minimum of three (3) hours, at time and one-half (1 1/2) including travel from the Covina Police Station and back. In the event the employee's work shift starts prior to the completion of the three (3) hours, at the onset of the employee's shift: The employee will cease to be compensated at time and one-half (1 1/2) and shall be compensated at straight time.

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

11.2 SUPPLEMENTAL COMPENSATION

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

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

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

Whenever the Police Lieutenant must attend mandatory training.

The calculation of overtime for supplemental compensation is time and one-half (1 1/2) the employee's base rate of pay plus education incentive pay, bilingual pay, and cash-in-lieu/opt out payments. The supplemental compensation overtime calculation does not include any item not listed herein, including holiday-in-lieu pay.

11.3 USE OF COMPENSATORY TIME

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

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

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

11.4 PAYOUT OF COMPENSATORY TIME UPON PROMOTION

Employees who are promoted into the PMG will be paid out any compensatory time he/she may have earned up to the date of promotion. Compensatory time will be paid within 30

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days after the effective date of the promotion and will be paid at the hourly base rate of pay of the classification the employee held prior to the promotion.

ARTICLE 12. ADDITIONAL COMPENSATION

12.1 ACTING PAY

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

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

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

12.2 BILINGUAL PAY

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

For newly hired employees, to apply for bilingual pay, the employee must complete and submit the Request for Bilingual Pay form to his/her supervisor for approval, which must be sent to Human Resources. The effective date for eligible pay is the date Human Resources receives the passing results. The City reserves the right, as the needs of the City dictate, to determine appropriate languages, to certify as many employees as it sees fit and to determine from what departments and classifications these employees are selected. Upon promotion, the Chief of Police has discretion to continue bilingual pay.

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

12.3 EDUCATION INCENTIVE PAY

Effective the first day of the pay period that includes July 1, 2024, employees are eligible for education incentive pay as follows:

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- a. An amount of six percent (6%) per month (paid biweekly) for possessing a Baccalaureate (BA/BS) degree in a job-related area.
- b. An amount of eight percent (8%) per month (paid biweekly) for possessing a Master's Degree (MA/MS) in a job-related area.

Employees may receive one level of pay; the above amounts are not cumulative. To qualify for the Education Incentive Pay, the degree(s) must be earned from a college or university that is accredited by the Western Association of Schools and Colleges, or a similar regional accrediting association. Degrees obtained via online institutions who are not accredited by any regional accrediting association will not qualify for Education Incentive Pay. Employees must submit a copy of the qualifying degree or official transcripts, verifying the qualifying degrees has been earned, or other acceptable verification the qualifying degree has been earned with a memo requesting the special pay to Human Resources for review and approval.

A. Eligible Degrees:

Eligible job-related degree areas will include the following:

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

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

Education pay shall be treated as compensation subject to applicable taxes and deductions. The parties agree that special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(2).

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12.4 SHIFT DIFFERENTIAL PAY

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

		FY 25
Watch 3	1600-0200	2%
Watch 1	2130-0730	2%

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).

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).

ARTICLE 13. OUTSIDE EMPLOYMENT

Outside employment shall be permitted only with the express prior written approval of the employee’s Department Head and Human Resources by submitting the Outside Employment Authorization form. An employee with existing outside employment who has not already been submitted for approval 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;
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 day(s) off or other approved time off. An employee may request to use his/her leave accruals.

Employees shall not conduct outside employment while on City time or by using city facilities, equipment, supplies or resources. A denial of outside employment is not subject to the grievance process or any appeal procedure.

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ARTICLE 14. LEAVE TIME

14.1 ADMINISTRATIVE LEAVE

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

All unit members will receive seventy (70) hours of paid administrative leave with the pay period that includes July 1 of each calendar year. Administrative leave hours must be used by June 30th of each year. Earned but unused administrative leave shall be forfeited in the pay period that includes June 30th of each year.

The accrual value of this administrative leave will be earned at the rate of 5.833 hours per month. New employees shall be pro-rated 5.833 hours per month, effective the first of the month after the employee's hire date. For example, an employee who starts on January 15 will be provided 29.165 administrative leave hours on February 1.

The scheduling and use of administrative leave is subject to approval of the Chief of Police or his/her designee.

Upon separation of employment, all earned but unused administrative leave hours will be paid to the employee at his/her then current base hourly rate of pay.

14.2 FIXED AND FLOATING HOLIDAYS

A. HOLIDAYS DEFINED

For the management classifications listed under the "Recognition," section herein, the following fourteen (14) days shall be established as holidays (hour for hour).

*** See "Floating Holidays" Section C below.**

- | | |
|----------------------------------|--|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King's Birthday | 9. Indigenous Peoples' Day* |
| 3. Lincoln's Birthday* | 10. Veterans' Day |
| 4. Presidents' Day | 11. Thanksgiving Day |
| 5. Memorial Day | 12. Friday following Thanksgiving |
| 6. Juneteenth Day | 13. Christmas Day |
| 7. Independence Day | 14. One Additional day of Floating Holiday,
provided hour-for-hour* |

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Employees must be paid for the regularly scheduled workdays both immediately prior to and immediately following a holiday in order to receive pay for that holiday.

B. HOLIDAY PAY IN LIEU OF FIXED HOLIDAYS

Effective July 1, 2024, in lieu of fixed holiday(s), Lieutenants shall be compensated with fourteen (14) hours per month of holiday pay at their regular rate of pay.

Employees working a designated holiday shall be compensated at their regular rate of pay.

Captains are given a day off with pay for each designated holiday.

When a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on Saturday, the preceding Friday shall be observed in lieu thereof. For Captains, when a holiday falls on a scheduled Friday off, an additional hour-for-hour of Floating Holiday time is accrued and must be used within the year as designated below.

In order to take the holiday off, the employee must submit a leave request in advance as per departmental procedure for requesting time off and must use his/her appropriate leave balances. Leave requests are subject to supervisor approval.

The parties agree that Holiday Pay In Lieu of Fixed Holidays is additional compensation for employees who are normally required to work on an approved holiday because they work in positions that require scheduled staffing without regard to holidays and Holiday Pay In Lieu of Fixed Holidays shall, to the extent legally permissible, be reported as special compensation pursuant to Title 2 CCR, Section 571(a)(5). Holiday Pay in Lieu of Fixed Holidays does not affect Special Pays.

C. FLOATING HOLIDAYS

i. POLICE CAPTAIN

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

ii. POLICE LIEUTENANT

In addition to holiday pay in lieu of fixed holidays, as per Section 14.2A above, Lieutenants assigned to the Detective Bureau shall receive thirty (30) floating

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holiday hours annually. Floating holiday hours are received the first full pay period after January 1.

If a shift Lieutenant is assigned to the Detective Bureau during the year, he/she will receive a prorated amount of floating holiday hours equal to two-and-one-half (2.5) hours per months for the remainder of the calendar year beginning the first day of the month following assignment date.

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

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

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

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

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

D. CAPTAINS REQUIRED TO WORK A HOLIDAY

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

If such worked floating holiday is not used by the conclusion of the calendar year, the employee shall be paid in lieu thereof at one-and-one-half (1.5) times his/her regular hourly pay rate on the second pay date of the new calendar year. The employee is required to

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notify his/her timekeeper and Payroll by December 31 of each year if he/she will not be using his/her worked floating holiday hours by December 31.

E. ACCRUAL OF FLOATING HOLIDAYS — NEW EMPLOYEES

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

14.3 SICK LEAVE

A. EARNING AND ACCRUAL OF SICK LEAVE

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

B. SICK LEAVE UPON PROMOTION

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

C. PAYOUT OF ACCRUED SICK LEAVE

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

D. PAYOUT OF ACCRUED SICK LEAVE UPON SEPARATION OR RETIREMENT

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

Upon separation of employment, fifty percent (50%) of accrued sick leave shall be paid out to the employee at his/her base hourly rate of pay unless otherwise provided by state law. The maximum accrued sick leave that can be cashed out is eight hundred (800) hours. For example, an employee with 800 hours accrued would receive 50% of his/her accruals, or 400 hours cashed out.

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

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Upon retirement from the City Covina and the Public Employees Retirement System (CalPERS), an employee may elect to:

- A. Report all accrued (earned) sick leave hours to CalPERS, or
- B. Receive a payout of fifty percent (50%) of accrued sick leave at his/her base hourly rate of pay up to a maximum of eight hundred (800) hours, unless otherwise provided by state law (e.g. eight hundred (800) hours would be paid out at fifty percent (50%), or four hundred (400) hours).

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

For Employees Retiring from the City Only:

Effective July 1, 2024, employees may also choose to designate up to ninety percent (90%) of accrued sick leave to be transferred into a retiree health savings account or deferred compensation account (within applicable IRS regulations and limitations) at his/her then current base hourly rate. The maximum accrued sick leave that can be utilized is eight hundred (800) hours. For example, an employee with 800 hours accrued would receive 90% of his/her accruals, or 720 hours. Any remaining hours may be cashed out or utilized for PERS Service Credit subject to the provisions above. The maximum accrued sick leave eligible to be utilized shall not exceed 800 hours cumulatively.

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

E. USE OF SICK LEAVE

1. An employee who is unable to report to work for his/her scheduled shift shall either call or have someone call at least sixty (60) minutes before he/she is scheduled to report (unless there is an unexpected emergency which prevents the employee from calling) to notify the supervisor of the absence. If the supervisor does not answer at the time of the call, a contact phone number shall be left as part of the message regarding the absence.
2. Employees must provide a physician's certification for any sick leave absence that occurs after the employee has used twenty-four (24) hours, or three (3) consecutive workdays, whichever is greater, that involves the illness of the employee or family member.
3. Sick leave shall be deducted from an employee's accrued leave balance on an hour-for-hour basis.

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4. Sick leave may be granted for personal illness or injury; absences for medical, dental, and/or vision care appointments; or to attend to an immediate family member (parent, child, spouse, registered domestic partner, sibling, grandparent, or grandchild as defined in California Labor Code Section 233) who is ill/injured or needs care as permitted by that law.
5. Employees may use up to five (5) days of accrued sick leave (on each separate occasion) in the event of death to a member of the employee's immediate family (father, mother, brother, sister, spouse, registered domestic partner, children, step-children, grandmother, grandfather, mother-in-law, father-in-law).
6. An employee may use sick leave to the extent permitted by the CFRA/FMLA for a serious health condition as defined under the CFRA/FMLA. Employees shall take leave in accordance with the City’s CFRA/FMLA policy.
7. Each calendar year, an employee can use ten (10) hours per year of accrued sick leave for household or personal emergencies.

ARTICLE 15. VACATION LEAVE

15.1 VACATION ACCRUAL

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

Months of Service	Total Annual Accrual
0 month to 59 months	120 hours
60 months to 119 months	176 hours
120 months to 179 months	200 hours
180 months or more	224 hours

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

15.2 VACATION MAXIMUM AND PAYOUT

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

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ARTICLE 16. JURY DUTY

1. Employees shall be granted leave with pay for fifteen (15) days of jury duty service.
2. An employee who is called for jury duty shall be compensated (as though he or she was working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours.
3. If an employee is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including a phone or text message the night before if the employee finds out via a phone recording that he/she must report the next day.
4. An employee on jury duty must either return to work after the jury service is done for the day if there are still four (4) hours left on his/her shift or the employee may call in to his/her supervisor and ask to use his/her available leave time to cover the rest of his/her shift.
5. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change his/her schedule as a result of being called to jury duty.
6. An employee who is scheduled for a swing or graveyard shift on a day he/she is called to jury service will be authorized to change his/her work hours in order to report to jury service under the same provisions of 1-3 above.

ARTICLE 17. HEALTH AND OPTIONAL BENEFIT PROGRAMS

17.1 MEDICAL CONTRIBUTIONS

The City of Covina participates in the CalPERS medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS medical plan, the City contributes the required statutory minimum (per Government Code Section 22892) toward the medical premium in addition to the Flexible Benefit Contributions described in Section 15.2. Amounts are determined by CalPERS and adjusted annually.

17.2 FLEXIBLE BENEFIT CONTRIBUTION

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

- Effective the first paycheck date starting on or after July 1, 2024, employees receive a monthly allowance of \$1,500.

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- 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 employees, based on hire 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).

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

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

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

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

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

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

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

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

17.3 DENTAL & VISION PLANS

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

17.4 LIFE INSURANCE

The City shall provide a basic life insurance policy of one-and-one-half (1.5) times employee's salary for each employee covered by this MOU to a maximum of \$350,000.00.

17.5 LONG TERM DISABILITY INSURANCE

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

1. To provide a Long-Term Disability Insurance Policy at no cost to the employees.
2. To provide a policy whose benefit amount is sixty-six-and-two-thirds ($66 \frac{2}{3}$) percent of basic monthly earnings subject to a maximum monthly benefit paid of ten thousand dollars (\$10,000) per month. (Overtime pay, bonuses, and other compensation not received as base wages or salary will not be included as Monthly Earnings.)
3. To provide a policy whose elimination period shall be the greater of ninety (90) consecutive calendar days or the length of accumulated sick leave. Sick leave must be exhausted prior to receiving long term disability payments.
4. The City shall have the right to select the LTD insurance carrier and to change carriers as good business practice and economic necessity dictate.

ARTICLE 18. OTHER EMPLOYMENT BENEFITS

18.1 UNIFORM MAINTENANCE AND ALLOWANCE

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. All unit members shall receive one-thousand-five hundred dollars (\$1,500) per year (paid as a one-time lump sum).

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2. Effective June 1, 2025 and from year to year thereafter, employees shall receive a one-time lump sum payment of \$1,500 with the second paycheck in June of each year.
 - a. To comply with CalPERS regulations, this special compensation will be reported to CalPERS as a retroactive special compensation for each fiscal year.

The parties agree that special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571 (a)(5).

18.2 ONE-TIME BONUS PAYOUT

Effective August 1, 2024, all unit members shall receive a one-time lump sum payout of \$1,500. This one-time payment shall be treated as taxable income.

18.3 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.

18.4 AUTO USAGE

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

18.5 SAFETY EQUIPMENT

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

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

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

ARTICLE 19. RETIREMENT

19.1 CALPERS RETIREMENT BENEFITS

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

1. 1959 Survivors Benefit (GC 21583)
 - a. Employee contributes \$2.00 per month.
 - b. Level IV coverage.
2. One (1) year final compensation (single highest year) effective July 1, 1979. (GC Section 20042)
3. Tier 1: 3% at 50 benefit plan for "classic members", effective July 18, 2000. (GC Section 21362.2)
4. Tier 2: 3% at 55 benefit plan for "classic members"; employees hired on or after January 1, 2011.
5. Credit for unused and unpaid sick leave toward retirement credit purposes. (GC Section 20965)
6. \$600 payment, Retired Death Benefit. (GC Section 21622)
7. Employees hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.

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8. Classic members, in tier 1 and 2 pay the 9% member contribution deducted on a pre-tax basis.
9. Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA) are provided the following retirement benefits:
 - a. The retirement benefit formula for PEPRA members is 2.7% per year at age 57. Final compensation for the purposes of calculating a PEPRA member’s retirement allowance is equal to the member’s highest average PERS compensation for 36 consecutive months of employment.
 - b. PEPRA members are required to pay a portion of the cost for the 2.7% per year at age 57 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution for PEPRA members is one-half (½) the total normal cost as identified by CalPERS. The mandatory contribution for new sworn safety members is subject to adjustment.
10. The City Council adopted Resolution 06-6556 in accordance with and as permitted by IRS Code Section 414(h)(2) to ensure that the employees’ payment of their contribution is made on a pre-tax basis.

19.2 RETIREE MEDICAL

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

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

“Eligible retiree” means any employee who meets the retirement eligibility standards of the Public Employee's Retirement System (PERS), retires through PERS within one (1) week of leaving City of Covina service, retires during the term of this MOU, and is a person who has ten (10) years of cumulative service immediately prior to retirement as a fulltime

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employee with the City of Covina. An employee covered by this MOU and retiring due to job-related disabilities shall be entitled to the same retiree benefits.

ARTICLE 20. GRIEVANCE PROCEDURE

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

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

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

ARTICLE 21. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

The City hereby recognizes the Public Safety Officers Procedural Bill of Rights Act, codified in Government Code Sections. 3300-3311, relating to procedural rights accorded to public safety officers subject to investigation or discipline. Police Management Group members are afforded these rights.

ARTICLE 22. DISCIPLINE

22.1 SWORN

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

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

a. Pre-Deprivation Procedural Due Process

Prior to being subject to any such discipline, a Police Lieutenant or Captain will first be served with a notice of intent to discipline by their supervisor, manager or Chief of Police. This document will set forth the grounds for discipline, the facts supporting the grounds and will attach copies of documents upon which the City relied to support the notice. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the decision whether to

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impose discipline will be made solely on the basis of the notice of intent and the supporting documents and without any response from the employee.

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

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

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

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

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

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

If a Police Lieutenant or Captain desires to appeal a disciplinary action for a Reduction in Pay, Suspension, Demotion or Dismissal he/she (or his/her representative) shall submit a written notice of appeal. A representative of

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

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

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

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

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

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

The following administrative appeal process is established pursuant to Government Code Section 3304.5. This procedure shall not apply to disciplinary actions for

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which Lieutenants or Captains are already 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 Section 3303) other than dismissal, demotion, reduction in pay or suspension shall be entitled to receive an administrative appeal under this procedure.

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

b. Notice of Appeal

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

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

c. Hearing Officer

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

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

d. Burden of Proof/Persuasion

If the punitive action involves charges of misconduct, (i.e., allegations that the Lieutenant or Captain has violated one or more laws, regulations, procedures, or rules), the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge

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of misconduct and the burden of persuasion that the punitive action was reasonable under the circumstances.

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

e. Conduct of Hearing

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

The parties may present opening statements.

The parties may present evidence through documents and testimony.

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

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

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

f. Recording of the Hearing

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

g. Representation

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

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

h. Decision

If a hearing officer is appointed by the City Manager, the hearing officer shall issue his/her advisory decision in writing within sixty (60) calendar

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days of the submission of the case by the parties for decision. The written decision shall set forth proposed findings of fact and a proposed decision.

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

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

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

22.2 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

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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.

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

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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.

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

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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 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' 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.

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- 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 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
- 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

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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 23. FINANCIAL CRISIS

23.1 FINANCIAL CRISIS LANGUAGE

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

ARTICLE 24. LAYOFF

24.1 PROCEDURE

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

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

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

24.2 DEMOTION IN LIEU OF LAYOFF

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

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1. The employee has served with the Covina Police Department in the position they are being demoted to in lieu of layoff.
2. The employee has the skills and meets the qualifications of the lower paying classification, and
3. The operating requirements of the department are maintained.

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

24.3 RECALL

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

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

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

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

24.4 SENIORITY

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

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

ARTICLE 25. RESOLUTION OF IMPASSE

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

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

ARTICLE 26. NO STRIKE

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted municipal services, therefore, the parties agree not to conduct strike or lockout activities. Under no conditions or circumstances will the Association or any of its members individually or collectively cause, sanction, honor or engage in any strike, sympathy strike, sit-down, stay-in, sick-out or slow-down, or in any curtailment of work or restriction of production or service.

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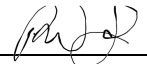
ARTICLE 27. SIGNATURES AND EXECUTION

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

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


POLICE MANAGEMENT GROUP

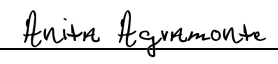
CITY OF COVINA

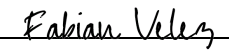
 6/28/2024
Richard Walczak Date
Police Captain

 10/15/2024
John King Date
Mayor

 6/28/2024
Ryan Davis Date
Police Lieutenant

 7/1/2024
Christopher Marcarello Date
City Manager

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

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