



City of Covina

Memorandum of Understanding Police Supervisors of Covina

July 1, 2024 - June 30, 2028

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

Effective: July 1, 2024

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ARTICLE 1. PREAMBLE

This agreement has been prepared in accordance with California law and Section 15 of Resolution 2783 of the City of Covina. The City of Covina, hereinafter referred to as the “City” and the Police Supervisors of Covina (PSC), hereinafter referred to as “PSC” 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 Supervisors of Covina as the exclusive representative for certain fulltime sworn and non-sworn employees in the Covina Police Department holding the classifications listed below, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

A. NON-SWORN

- Police Records Supervisor
- Public Safety Communications Supervisor

B. SWORN

- Police Sergeant

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.

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 PSC 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.

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

ARTICLE 3. EMPLOYEE DEFINITIONS

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

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

EMPLOYEE, MANAGEMENT:

1. Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the City Manager and department heads; and/or
2. Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (e.g., "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.

It is understood that the position of Police Sergeant is a position classification which is covered by this memorandum of understanding and is not considered exempted from the unit on grounds of his or her being a confidential, management or supervisory employee as defined earlier in this Article (3.0).

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ARTICLE 4. SCOPE AND PREVAILING RIGHTS

4.1. BASIC AGREEMENT

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

4.2. PAST PRACTICE

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 4.4 - Management Rights.

4.3. DISCRIMINATION

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

The parties agree not to discriminate against any employee because of membership or non-membership activity on behalf of the Police Supervisors of Covina.

4.4. 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 work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.

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- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions or subdivisions thereof.
- g. Determine services to be rendered and frequency thereof.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion or transfer of employees.
- n. Determine the size and characteristics of the work force.
- 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 classification.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of any emergency or other unusual situations.
- cc. Prescribe a uniform dress to be worn by designated employees.

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

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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.

4.5. EMPLOYEE RIGHTS

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

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented by the Police Supervisors of Covina at the time of the signing of this Memorandum of Understanding which are not included in this 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 items not expressly identified in the MOU but rather are established as prior practices, to be applicable they must not be in conflict with the Management Rights section of this Article.

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 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 any way whatsoever except by mutual consent of said parties in writing.

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,

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whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

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

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

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

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

ARTICLE 7. TERM

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

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

ARTICLE 8. PROBATIONARY PERIOD

The probationary period for all new employees and promotional employees is one (1) year.

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 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 Sergeant – Three percent (3.0%)

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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 PSC 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	Glendora
Azusa	Monrovia
Brea	Monterey Park
Chino	Pomona

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

D. Y-RATING

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

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

9.2. SALARY ADJUSTMENT AND RANGES

- Effective the first day of the pay period that includes July 1, 2024, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment A of this MOU (Police Supervisors of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2025, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment B of this MOU (Police Supervisors of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2026, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment C of this MOU (Police Supervisors of Covina Salary Schedule).
- Effective the first day of the pay period that includes July 1, 2027, the base salaries and related salary ranges for classifications covered by this MOU will increase by three percent (3%) as reflected in Attachment D of this MOU (Police Supervisors of Covina 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 to the greater of Step 1 of the salary range in the higher classification or receive an increase to the step in the new salary range that is at least five percent (5%) above the combination of base salary, education (including POST pay) incentive pay, and special assignment pay, excluding acting pay.

If an employee does not receive special assignment pay, holiday pay will be included in the calculation to determine salary on promotion. At no time shall both special assignment pay and holiday pay be included in the calculation.

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The increase shall not exceed Step 5. This section applies to members of this unit (PSC) as of the date of approval of this MOU by the City Council who promote to a classification with a higher top step salary.

9.4. ADVANCEMENT THROUGH SALARY RANGE

A. POLICE SERGEANTS

The following salary plan of merit increases shall apply to all sworn Police Sergeant employees upon initial employment/promotion:

- Step 1 Upon appointment
- Step 2 Upon six (6) months' successful completion of employment at Step 1 and receipt of at least a "meets expectations" rating on the performance evaluation for that respective six (6) month period.
- Step 3 Upon twelve (12) months' successful completion of employment at Step 2 and receipt of at least a "meets expectations" rating on the performance evaluation for that respective twelve (12) month period.
- Step 4 Upon twelve (12) months' successful completion of employment at Step 3 and receipt of at least a "meets expectations" rating on the performance evaluation for that respective twelve (12) month period.
- Step 5 Upon twelve (12) months' successful completion of employment at Step 4 and receipt of at least a "meets expectation" rating on the performance evaluation for that respective twelve (12) month period.
- Step 6 Following seven (7) years employment with the City of Covina and upon twelve (12) months' successful completion of employment at Step 5 and receipt of at least a "meets expectations" rating on the performance evaluation for that respective twelve (12) month period.
- Step 7 Following nine (9) years employment with the City of Covina and upon twelve (12) months' successful completion of employment at Step 6 and receipt of at least a "meets expectations" rating on the performance evaluation for that respective twelve (12) month period.
- Step 8 Following eleven (11) years employment with the City of Covina and upon twelve (12) months' successful completion of employment at Step 7 and receipt of at least a "meets expectation" rating on the 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.

B. NON-SWORN EMPLOYEES

Unless otherwise authorized by the City Manager in writing, all employees covered by these provisions may advance through the base monthly pay steps, Step 1 through Step 5, subject to the following:

Step 1 Upon initial employment

Step 2 Upon twelve (12) months of successful completion of paid service at Step 1 and receipt of at least a “meets expectations” rating on the performance evaluation for that respective twelve (12) month period.

Step 3 Upon twelve (12) months of successful completion of paid service at Step 2 and receipt of at least a “meets expectations” rating on the performance evaluation for that respective twelve (12) month period.

Step 4 Upon twelve (12) months of successful completion of paid service at Step 3 and receipt of at least a “meets expectations” rating on the performance evaluation for that respective twelve (12) month period.

Step 5 Upon twelve (12) months of successful completion of paid service at Step 4 and receipt of at least a “meets expectations” rating on the performance evaluation for that respective twelve (12) month period.

Longevity Pay Step

Step 6 Upon twenty-four (24) months of successful completion of paid service at Step 5 and at least a “Meets Expectations” rating on their most recent evaluation for that respective twenty-four (24) month period.

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Step 7 Upon twenty-four (24) months of successful completion of paid service at Step 6 and at least a “Meets Expectations” rating on their most recent evaluation for that respective twenty-four (24) month period.

Step 8 Upon twenty-four (24) months of successful completion of paid service at Step 7 and at least “Meets Expectations” rating on their most recent evaluation for that respective twenty-four (24) month period.

If an employee who has already achieved a Longevity and Performance Step Increase receives a “Needs Improvement” or “Unsatisfactory” rating on an evaluation he/she is to remain at his/her current pay step and is not eligible to advance to the next higher step until successful completion of twelve (12) months of paid service and the required rating level for the appropriate step on his/her current evaluation.

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 full pay period starting on or after July 1, 2021, Sworn and Non-Sworn members 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.

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Years of Continuous Fulltime Service	Total % of Base Rate of Pay
10 years of service	1%
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. HOURS OF WORK

10.1. WORK PERIODS AND WORK SCHEDULES

Due to the seven (7) days per week, twenty-four (24) hours per day operation of the Police Department, working hours for Police Sergeant and non-safety supervisory employees will vary.

A. WORK PERIODS.

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

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

B. WORK SCHEDULES

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

1. The 4/10 schedule (four ten-hour days per work week). Non-sworn employees working the 4/10 have a FLSA work week designated as beginning at 12:00 a.m. on Saturday through 11:59 p.m. Friday.
2. The 3/12.5 schedule (three twelve- and one-half-hour days each week and one ten-hour day in the twenty-eight-day work period). Only sworn Police Sergeants may be assigned this schedule.

C. PATROL SCHEDULING

Police Sergeants working in Patrol may be assigned to the 4/10 or 3/12.5-hour work schedule. The FLSA work period for Sergeants is 28 days.

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Sergeants working the 3-12.5 shifts will be required to work a 10-hour payback shift once during each 28 day pay cycle. Payback days for all sworn personnel assigned to the 3-12.5 shifts will be scheduled according to the following protocol:

1. A Lieutenant will be designated as the “Payback Coordinator” to manage and oversee the payback scheduling process.
2. Paybacks will be scheduled to mitigate overtime associated with training and/or routine patrol operations. Personnel on the 3-12.5 shifts will be assigned to work their paybacks in Patrol on the days scheduled for the 4-10 Sergeants to attend training or to cover vacancies created by other forms of leave. Personnel from 3-12.5 shifts may also be assigned to attend training as their assigned payback day.
3. Personnel will be assigned a payback shift by the Payback Coordinator and notified of the assigned payback shift via department email and/or voicemail.
4. The Payback Coordinator will maintain a document identifying all scheduled payback shifts. This document will be maintained in an open and visible location in the Watch Commander’s Office.
5. The Payback Coordinator should assign personnel to a shift that requires a fill or a shift that would benefit from more adequate staffing levels (i.e., schedule personnel on the day of traffic court or when a shift is scheduled at minimums). The Payback Coordinator should take into consideration the shift to which personnel are assigned and should attempt to accommodate their schedules when assigning payback days to be worked, however, shift accommodation is not guaranteed.
6. Personnel who have completed a payback shift shall report overtime for up to twelve (12) hours using Scheduler Software.
7. It is the responsibility of the Payback Coordinator to ensure that all payback shifts are scheduled and the affected employees are advised of their payback requirements.
8. Personnel may not use Comp Time or Vacation Time in lieu of working their payback shift. The Payback Coordinator will ensure that the employee’s paybacks do not interfere with employees’ master vacation schedule.

Employees may be assigned to work either a 4/10 or 3/12.5 work schedule. Although employees receive overtime for working hours outside of their regular work hours (i.e., any hours worked in addition to their regular schedule) all of the

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employees in the unit are subject to the 28-day FLSA work period in accordance with Section 7(k) of the FLSA.

Employees working a 4/10 schedule work four (4) ten hour shifts on consecutive days. Employees working the 3/12.5 schedule work three (3) 12.5 hour shifts on consecutive days. Over a four-week period (28 days) they will also work one ten-hour payback shift which will be assigned by their supervisor.

Shift scheduling and/or modifications are a Management Right. In the event of unforeseen circumstances Police Management reserves its right to adjust scheduling for the benefit of the department. The only sworn classification in the PSC unit is Police Sergeant and the work schedule is currently a 4/10 work schedule. If the Chief of Police determines that employees need to work a three (3) 12.5-hour work schedule, the parties will discuss the impacts of that change prior to implementation.

10.2. ASSIGNMENT OF FLEXIBLE HOURS

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

10.3. SHIFT SELECTION

Probationary employees can be assigned to a work schedule/shift based on availability and needs of the department. Following the probationary period, employees will participate in the departments' shift selection process which is based on seniority (i.e. length of service in the classification, i.e. Police Sergeant).

Police Sergeants in the unit have the right to trade shifts with their colleagues, subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a trade. However, denials are not subject to being grieved.
3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her timesheet.

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4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. Traded shifts should fall in the same calendar year. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back.
5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee whose shift it was shall have his/her Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant B's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

ARTICLE 11. MEAL AND REST PERIODS

11.1. MEAL PERIODS

Paid meal periods of up to one-half (1/2) hour are provided to employees in PSC. Employees receive a paid meal period because they are required to be working or available to respond immediately to calls for service during their meal period. The amount of time for a meal period and procedure for taking a meal period shall be determined by the Chief of Police or his/her designee.

11.2. REST PERIODS

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

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

11.3. OVERTIME, COURT STANDBY, AND COMPENSATORY TIME OFF (CTO)

A. SWORN EMPLOYEE OVERTIME

1. Unless pre-approval to work overtime cannot be obtained because of workload demand, overtime is subject to pre-approval by the employees' supervisor.

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2. The City shall pay overtime (MOU overtime) at the rate of time and one-half for all hours compensated (time worked and paid leave) in excess of regularly scheduled hours per work week.
3. **REGULAR RATE OF PAY:** For the purpose of computing overtime, the employee's regular rate of pay shall be used for the calculation of overtime under the Fair Labor Standards Act and includes the following components, if applicable, in addition to base salary:
 - a. Educational Incentive
 - b. Bilingual Pay
 - c. Special Assignment Pay
 - d. Longevity Pay
 - e. Medical Opt-Out Pay

11.4. NON-SWORN EMPLOYEE OVERTIME

The classification of Public Safety Communications Supervisor (Dispatch Supervisor) is occasionally required to perform the duties of a Public Safety Dispatcher. When the Dispatch Supervisor is required to perform the duties of a Public Safety Dispatcher outside of his/her normal work schedule, the Chief of Police may authorize overtime for actual hours worked in this capacity. The overtime pay rate shall be time and a half (x1.5) at the top step of the Public Safety Dispatch classification, plus an additional five percent (5%).

11.5. COURT STANDBY TIME

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

- Three (3) hours of court standby is allowed for both morning and afternoon sessions at straight time rate 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 (1.5) rate of pay for time in court with 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-hour notice. Acceptable notification will include person-to-person contact, email and/or message left at employee's residence or other telephone number on file with department. Departmental documentation of

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attempts to contact the employee more than 24 hours in advance will be accepted as notification.

- In the event the employee's work shift starts prior to the completion of the court standby or appearance in court, at the onset of the employee's shift, the employee will cease to be compensated at time and one half (1.5) rate of pay and shall be compensated at regular base pay.

11.6. COMPENSATORY TIME OFF

Subject to the approval of the Chief of Police or his/her designee, in lieu of receiving cash payment for overtime, Police Sergeants may elect the option of accruing Compensatory Time Off (CTO) at the rate of time and one-half (1.5), subject to a maximum accrual of forty (40) hours.

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

Upon separation from City service, an employee shall be compensated for all accrued CTO at their regular rate of pay.

11.7. CALL-BACK DUTY

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

11.8. ACTING PAY

When a fulltime, budgeted position becomes vacant as a result of either a permanent separation or the extended absence of an employee, another employee may be assigned by the Chief of Police to work in a higher classification on an acting temporary basis. When the

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employee has completed five (5) consecutive acting workdays, the employee shall be entitled to acting pay beginning on the sixth (6) workday.

Such acting pay shall be paid at a minimum of five (5%) above the employee's regular base pay, and applicable special assignment pays including Vocational/Education pays (which does not include holiday pay) or at Step 1 of the assigned salary range for the class, whichever is greater.

11.9. SPECIAL ASSIGNMENT PAY – POLICE SERGEANTS

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

1. Training Sergeant - Seven and one-half percent (7.5%)
2. Detective Sergeant - Ten percent (10%)
3. Administrative Sergeant - Seven and one-half percent (7.5%)

11.10. BILINGUAL PAY

Employees shall receive \$150.00 per month (paid biweekly) for possessing the ability to speak and understand a second language. The City, in conjunction with an outside testing source, will administer an appropriate examination and certify such employee's language abilities. Employees are eligible to apply for bilingual pay six (6) months after hire date.

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

The City reserves the right, as the needs of the City dictate, to certify as many employees as it sees fit and also reserves the right to determine from what departments and classifications these employees are selected.

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

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11.11. EDUCATION INCENTIVE PAY

A. AVAILABILITY

Education Incentive Pay shall be available to Police Sergeants upon promotion if the employee is already receiving this pay prior to promotion.

New employees upon initial probation, are not eligible for Education Incentive Pay until successfully completing their probationary period as a Police Sergeant and providing the appropriate written request as specified in this section. Applicable Education Incentive Pay shall be awarded to an employee effective the beginning of the pay period following receipt of eligibility by Human Resources.

The purpose is to compensate personnel who have attained desired educational goals and/or who have attained an aggregate of experience and training as verified through the award of Peace Officer Standards and Training certificates. Further, effective July 1, 2013, in order to qualify for the Education Incentive Pay, the degree(s) (as set forth in 10.9(C)) must be earned by a college or university that is accredited by the Western Association of Schools and Colleges, or a similar regional accrediting association as determined by Human Resources. Degrees obtained via online institutions who are not accredited by any regional accrediting association will not qualify for Education Incentive.

B. AMOUNTS AND STANDARDS

To be eligible for Educational Incentive Pay, employees shall notify the Chief of Police, in writing, within thirty (30) days of knowledge of eligibility for Education Incentive Pay.

For Education Incentive Pay that includes attainment of a POST Supervisory Certificate, the employee shall include with his/her written notice, evidence of the POST Supervisory Certificate. To receive the Education Incentive Pay, the employee must provide a copy of the State issued POST Supervisory Certificate. Upon receipt of the POST certification, the City will pay Education Incentive Pay retroactively, for a maximum of six (6) months from the date of certificate issuance.

Employees are eligible for one level of pay. Education Incentive Pay in the amounts set forth shall be awarded to an employee effective the date beginning the pay period following receipt of eligibility by Human Resources.

Effective the first full pay period starting on or after July 1, 2021, education and vocation incentive pay shall be provided monthly as a percentage of the employee's base rate of pay as described below.

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Effective the first day of the pay period that includes July 1, 2024, all POST Certificate Incentive Pay shall increase by two percent (2.0%). For example, the education incentive pay for a Possessing an Associate of Arts degree; and Attainment of a POST Supervisory Certificate shall increase to six percent (6.0%).

1. Police Sergeant

a. An amount of three percent (3%) for:

- Possessing an Associate of Arts degree

b. An amount of six percent (6%) for:

- Possessing an Associate of Arts degree; and Attainment of a POST Supervisory Certificate

The parties agree that for any employee receiving pay prior to July 18, 2017 in subsections “a” or “b” above for having successfully completed job related course work, he/she may continue to receive such pay.

For all employees eligible for pay under subsection “a” or “b” after July 18, 2017, they must possess the appropriate degree as provided for in each subsection.

c. An amount of five percent (5%) for:

- Possessing a Baccalaureate (BA/BS) degree in a job-related area

d. An amount of eight percent (8%) for:

- Possessing a Baccalaureate (BA/BS) degree in a job-related area; and Attainment of a POST Supervisory Certificate

e. An amount of ten (10%) for:

- Possessing a Master’s Degree (MA/MS) in a job-related area; and Attainment of a POST Supervisory Certificate

2. Non-sworn Employees

a. Employees who have earned a job-related advanced degree (MA, MS, MPA) accredited by the Western Association of Schools and Colleges and as specified in the job description may receive an additional two percent (2%) of base salary with the approval of Human Resources and a current (within 12 months) satisfactory (“Meets Requirements” or above) evaluation on file. Approval of

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Human Resources should be secured in advance of starting a program to ensure eligibility upon completion of degree program.

- b. Employees who are not required to have a degree as a condition of employment and who have earned a job-related undergraduate degree (AA, AS, BA, BS) accredited by the Western Association of Schools and Colleges or similar accrediting association and as specified in the job description may receive an additional one percent (1%) of base salary with the approval of Human Resources and a current (within 12 months) satisfactory (“Meets Requirements” or above) evaluation on file. Approval of the Chief of Police should be secured in advance of starting a program to ensure eligibility upon completion of degree program.
- c. An amount equal to seven percent (7%) of base salary for:
 - POST Advanced Dispatcher Certificate
 - POST Records Supervisor Certificate

A copy of the appropriate POST Certificate and/ or Degree, and a Personnel Action Form (PAF) must be submitted to Human Resources for review and processing.

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).

C. ELIGIBLE DEGREES

The education incentive pay is amended such that the AA, BA and Graduate degrees can be obtained in a non-job-related degree area and remain eligible for supplemental pay under these program guidelines.

Eligible job-related degree areas will include the following:

1. Criminal Justice/Safety
2. Police Science
3. Business Administration and related business majors
4. Public Administration
5. Political Science
6. Management

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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.

ARTICLE 12. 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.

ARTICLE 13. LEAVE TIME

13.1. ADMINISTRATIVE LEAVE FOR NON-SWORN EMPLOYEES

Administrative leave is provided to Exempt employees (Police Records Supervisor and Public Safety Communications Supervisor) in lieu of overtime or compensatory time off for hours worked. These exempt employees will be advanced fifty-four (54) hours of paid administrative leave with the pay period that includes January 1 of each calendar year.

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Administrative leave hours must be used by December 31. Earned and unused administrative leave will be forfeited in the pay period that includes December 31. The accrual value of administrative leave will be at the rate of 2.08 hours per pay period.

The scheduling and use of administrative leave are subject to approval of the Chief of Police or designee.

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

13.2. FIXED HOLIDAYS DEFINED

A. SERGEANTS

In lieu of Fixed Holidays, Sergeants shall receive fourteen (14) hours of Holiday Pay monthly as outlined in Section 12.3.

B. NON-SWORN

The following thirteen (13) holidays shall be established as fixed holidays for non-sworn employees:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Third Monday in February (Presidents' Day)
5. Last Monday in May (Memorial Day)
6. Juneteenth
7. Independence Day
8. Labor Day
9. Second Monday of October (Indigenous People's Day)
10. Veterans' Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Day

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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.

When a Non-Sworn Fixed Holiday Falls on a Weekend/Regular Day Off:

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

When a holiday falls on a regularly scheduled workday, the holiday will be observed on that day. If the holiday falls on a regularly scheduled day off, the employee will receive holiday hours commensurate with the employee's regularly scheduled daily work hours (e.g. if an employee is assigned to a 10-hour shift, he/she would receive 10 hours of floating holiday leave).

13.3. FLOATING HOLIDAYS

A. SERGEANTS

In addition to holiday pay, in lieu of fixed holidays, as per Section 12.4 below, Sergeants assigned to the Detective Bureau, Administrative/Professional Standards, and Crime Prevention shall receive thirty (30) floating holiday hours annually. Floating holiday hours are received the first full pay period after January 1 of each calendar year.

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

A Sergeant who is assigned out of the Detective Bureau, Administrative/Professional Standards, and Crime Prevention 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 Sergeants assigned to the Detective Bureau, Administrative/Professional Standards, and Crime Prevention expired as of June 30, 2024 and will not be provided going forward. Employees shall keep any earned and

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unused Floating Holiday hours as of June 30, 2024 up to the maximum cap for Floating Holiday leave hours. No additional Floating Holiday hours will be accrued after July 1, 2024.

B. NON-SWORN

In addition to fixed holidays, non-sworn employees working in non-shift assignments receive three (3) floating holidays annually in the pay period that includes January 1st of each calendar year.

Employees hired/promoted during the calendar year will receive a prorated amount of floating holiday hours based on their regular work schedule and the remaining number of months in the year (e.g. an employee that works a 4/10 shift would receive 2.5 hours of floating holiday leave per month for remaining number of full months in the year).

Floating holiday hours are based on the number of hours an employee is assigned per day (e.g. if an employee is assigned to a 10-hour shift, he/she would receive thirty (30) hours of floating holiday leave).

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

C. FLOATING HOLIDAYS USE AND MAXIMUM ACCRUAL

For all employees in this unit who receive floating holiday hours, the maximum accrual shall not exceed fifty (50) hours. Employees that have floating holiday time at the time the annual floating holiday leave is granted may receive a partial allotment of floating holiday time, as the bank may not exceed fifty (50) hours.

Employees shall receive prior written permission from the employee's supervisor when requesting floating holidays. Such request may be granted after due consideration of the employee's needs; however, department service and staffing levels will have primary weight in the decision.

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

D. HOLIDAY PAY FOR SERGEANTS IN LIEU OF TIME OFF FOR FIXED HOLIDAYS

In lieu of fixed or floating holidays, Police Sergeants shall receive the following:

1. Sergeants shall be compensated with fourteen (14) hours per month of holiday pay at their regular rate of pay paid on the last paycheck of each month.

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2. A Sergeant working his/her regularly assigned shift on a designated holiday will be compensated at his/her regular rate of pay.
3. A Sergeant called back to work on a holiday shall be compensated at time and one-half (1.5) for all hours worked on the holiday.

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 accrued leave balances. Leave requests are subject to supervisor approval as per Section 12.7 Vacation Leave, A. Vacation Scheduling – Sworn.

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

**E. HOLIDAY PAY FOR PUBLIC SAFETY COMMUNICATIONS SUPERVISOR
IN LIEU OF TIME OFF FOR FIXED AND FLOATING HOLIDAYS**

The Public Safety Communications Supervisor is provided with the option of taking time off for the thirteen (13) fixed holidays and three (3) floating holidays or being compensated for fourteen (14) hours of holiday pay every month.

The Public Safety Communications Supervisor shall make an irrevocable election of his/her holiday pay option annually on or before December 15 of each calendar year and a Personnel Action Form (PAF) must be submitted by the Department to Human Resources prior to December 31st of each year. If a PAF is not submitted by the deadline, the previous selection will remain in effect until the next year's election period. If compensation in lieu of fixed and floating holidays is chosen, the pay will be paid on the last paycheck of each month.

If the Public Safety Communications Supervisor works on a designated holiday, he/she shall be compensated at his/her regular rate of pay.

If the Public Safety Communications Supervisor chooses to be compensated for fourteen (14) hours of holiday pay every month, and separates from employment with the City or a new Public Safety Communications Supervisor is hired, this pay will be prorated by the number of hours worked in that month.

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13.4. SICK LEAVE, FAMILY SICK, BEREAVEMENT LEAVE

A. SERGEANT SICK LEAVE ACCRUAL & MAXIMUM

Police Sergeants shall receive one hundred twenty (120) hours per year of paid sick leave (accrued on a biweekly basis) with a maximum accumulation of 1,200 hours. Upon reaching the maximum accrual, employees cease to earn sick leave until the use of sick leave falls below the maximum accrual.

For employees who had more than 1,000 hours of accrued sick leave on August 15, 2017, the City moved those hours above 1,000 hours and placed those hours in a separate bank for each employee. Those hours will be part of the hours the employee can convert to service credit per Government Code section 20965, as provided for in Section 13.6 D. Payout of Accumulated Sick Leave upon Retirement from Employment.

B. SERGEANT SICK LEAVE UPON PROMOTION

Employees who promote into PMG from PSC shall keep any accrued sick leave hours earned at time of promotion.

C. NON-SWORN SICK LEAVE ACCRUAL & MAXIMUM

Non-Sworn employees shall receive one hundred twenty (120) hours per year of paid sick leave (accrued on a biweekly basis) with a maximum accumulation of 1,200 hours. Upon reaching the maximum accrual, employees cease to earn sick leave until the use of sick leave falls below the maximum accrual.

D. PAYOUT OF ACCUMULATED SICK LEAVE UPON RETIREMENT FROM EMPLOYMENT

a) Sergeant

- A Sergeant who retires (service or disability) from the City may be paid up to fifty percent (50%) of his/her accrued sick leave (at his/her request) up to the maximum of fifty percent (50%) of 1,200 hours = 600 hours; and/or
- Convert twenty-five percent (25%) of his/her accrued sick leave (at his/her written request) up to the maximum of twenty-five percent (25%) of 1200 hours = 300 hours to a retiree Health Savings Account (subject to IRS regulations/limitations).

The provisions above apply only to Police Sergeants who were continuously employed as of July 1, 2017 including Police Sergeants who were employed on that date who promoted into the PSC bargaining unit.

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Employees with a hire date with the City after July 1, 2017, including employees who promote from another bargaining unit into PSC, will not be entitled to cash out of sick leave at retirement.

Accrued sick leave for such employees will be reported to CalPERS per the city's option to convert sick leave to service credit per Government Code section 20965.

b) Non-Sworn

A non-sworn employee who retires from City employment may be paid up to fifty-five percent (55%) of his/her accrued sick leave (at his/her request) up to the maximum of fifty-five percent (55%) of 1200 hours = 660 hours.

This provision applies only to employees of the City who were employed as of July 1, 2017 including employees who were employed on that date who promoted into the PSC bargaining unit.

Employees with a hire date with the City after July 1, 2017, including employees who promote from another bargaining unit into PSC, will not be entitled to cash out of sick leave at retirement.

Accrued sick leave for such employees will be reported to CalPERS per the city's option to convert sick leave to service credit per Government Code section 20965.

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 his/her supervisor to notify the City of the absence at least sixty (60) minutes preceding the time he/she is scheduled to report (unless there is an unexpected emergency which prevents the employee from calling) 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 days, 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.
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.

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5. For death in family: Up to five (5) days of accrued sick leave (on each separate occasion) may be used in the event of a death to a member of the employee's immediate family (father, mother, brother, sister, spouse, children, step-children, grandmother, grandfather, in-laws, registered domestic partners) occurs.
6. Family Medical Leave Act: Employees may use sick leave to the extent permitted by the CFRA/FMLA for serious health condition as defined by the FMLA/CFRA. Employees shall request such leave in accordance with the City FMLA/CFRA policy.
7. Each calendar year, an employee can use ten (10) hours per year of sick leave for household or personal leave.

13.5. VACATION LEAVE

A. VACATION SCHEDULING - SWORN

Police Sergeants receive vacation leave as provided below.

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

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

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

Vacations are to be selected and established on the basis of seniority or service according to rank. The master vacation schedule is determined by appointment to the rank of Sergeant, irrespective of the length of service in a particular division or assignment.

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

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An employee displaced by these options may make another vacation selection, following the same procedure as outlined above.

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

The vacation schedule will insure that:

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

Any changes in the finalized master vacation schedule caused by conflicts of reassigned employees will be submitted in writing to the Chief of Police for updating the schedule. The Chief of Police and/or designee may authorize more than the designated number of persons to be on vacation at the same time if the best interests of the division are not adversely affected. The Chief of Police may authorize exceeding any of the above limits upon special request and upon a finding that exceeding the limits is in the best interest of the Department.

B. VACATION ACCRUAL - SWORN

Upon completion of the specified years of service, Police Sergeants shall accrue on a biweekly basis:

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

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C. VACATION ACCRUAL - NON-SWORN

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 months to 59 months	108 hours
60 months to 119 months	164 hours
120 months to 179 months	192 hours
180 months to 239 months	208 hours
240 months and beyond	224 hours

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

D. VACATION ACCRUAL MAXIMUM

The maximum vacation leave accrual shall be five hundred (500) hours. There shall be no further accrual of hours until an employee has reduced his/her accrual below 500 hours.

E. VACATION PAYOUT PRIOR TO SEPARATION

- a. Effective July 1 2024, Employees may request a pay out of a total of one hundred (100) hours of vacation leave per calendar year, paid at their base hourly rate of pay, provided that that the same number of hours being cashed out have been used by the employee during the preceding twelve (12) months.
- b. Newly appointed Sergeants may request a payout of a total of one hundred twenty (120) hours of vacation leave per calendar year, paid at his/her base hourly rate of pay. Such request must be made in writing to the Chief of Police and sent to Human Resources for final approval and processing within the first thirty (30) calendar days following appointment. Hours will be paid on the first practicable paycheck date. Cash out of these hours are inclusive of the annual cash out of vacation hours listed above.
- c. On or before the pay period which includes December 15 of each calendar year, employees may make an irrevocable election to cash out accrued vacation leave as set forth in 1b and 1c above, which will be earned in the following calendar year.

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Employees can elect to receive the cash out in the pay period which includes May 15 and/or the pay period which includes October 15 for those vacation leave benefits that have been earned during that portion of the year.

- d. Employees who have an “unforeseen emergency” (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Administrative Services for a payoff of accrued vacation leave. This exception could apply to circumstances in which the employee did not originally elect the vacation cash out prior to the December 15 deadline, or circumstances in which the employee is seeking more than the original cash out election due to severe financial hardship.

F. VACATION PAYOUT UPON SEPARATION

Upon separation from the City’s service, all earned and unused vacation time will be compensated at the employee’s then current base hourly rate of pay.

Vacation payouts are treated as taxable income.

G. EMERGENCIES

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

H. VACATION REQUESTS

Each employee shall designate his/her “primary” vacation request at the beginning of each calendar year by seniority. Any employee may take additional vacation time during the year provided it does not conflict with another employee’s “primary” vacation. No employee shall be allowed to take more than five (5) consecutive weeks of vacation at any one time except by the written permission of the Chief of Police. Vacation selection shall be administered in accordance with this MOU.

**13.6. USE OF SICK LEAVE FOR REIMBURSEMENT OF ELECTRONIC
EQUIPMENT PURCHASES**

Employees are eligible to cash out a portion of accrued/earned sick leave at fifty percent (50%) of value for the purchase of computers, tablets, smart phones, and other eligible computer equipment as per the City’s Electronics Purchase Reimbursement Policy. Reimbursements are first-come/first-served for all employees and subject to City budget limitations. Employees must refer to the City’s Electronic Equipment Purchase Reimbursement Policy for full program details.

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13.7. JURY DUTY

1. Employees shall be granted leave with pay annually, 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 a unit member is required to be absent from work to report for jury duty, the employee will notify his/her supervisor of the absence as soon as possible, including, a 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.
7. An employee who is called to jury duty will not be subject to working his/her full graveyard or swing shift if there is not a minimum of ten (10) hours before or after assigned jury duty. If there is less than 10 hours between the end of a shift and the start of jury duty, an employee will be permitted to leave his/her shift early to allow for a minimum break of 10 hours. If there is less than 10 hours between the end of jury duty and the start of his/her shift, an employee will be able to delay his/her usual start time to ensure a 10 hour break in between. In this event, the employee's usual end time will remain the same. For any additional time taken off before or after jury duty, an employee will be required to utilize paid accrued leave time subject to supervisor approval.

A. NON-WORK-RELATED APPEARANCE

In the case where an action does not pertain to a job-related matter, leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his or her attendance under penalty prescribed by law. The

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employee may also seek approval of use of his/her earned vacation, floating holiday or other applicable leave to cover the required time off.

ARTICLE 14. HEALTH AND OPTIONAL BENEFIT PROGRAMS

14.1. MEDICAL CONTRIBUTIONS

The City of Covina participates in the CalPERS medical program (per the Public Employee Medical and Hospital Care Act – “PEMHCA”). For employees enrolled in a CalPERS 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 13.2. Amounts are determined by CalPERS and adjusted annually.

14.2. FLEXIBLE BENEFIT CONTRIBUTION

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

- Effective the first paycheck date on or after July 1, 2024, employees receive a monthly allowance of \$1,500.
- Effective the first paycheck date on or after July 1, 2025, employees receive a monthly allowance of \$1,575.
- Effective the first paycheck date on or after July 1, 2026, employees receive a monthly allowance of \$1,650.
- Effective the first paycheck date on or after July 1, 2027, employees receive a monthly allowance of \$1,725.

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

- \$750 per month for employees hired into a regular fulltime position with the City before July 1, 2013; and
- \$300 per month for employees hired into a regular fulltime position with the City on or after July 1, 2013.

Cash payments are treated as taxable income.

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).

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The City will administer this provision so that any benefits which are purchased by each employee will be deducted from his/her monthly allowance on a pre-tax basis. Any remaining funds are paid out up to the maximums described above.

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 30 days after the start of the plan year.

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

14.3. DENTAL & VISION PLANS

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

14.4. LIFE INSURANCE

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

14.5. LONG TERM DISABILITY

A. SWORN EMPLOYEES

The City shall pay the premium for a long-term disability plan (currently through CLEA) chosen by the Association. However, any increases in cost for that plan must be agreed to by the City and are subject to the meet and confer process. For detailed information, the employee must contact CLEA directly. CLEA enrollment is processed through the Association.

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B. NON-SWORN

Employees are provided with a long-term disability insurance program (currently through Voya). The City pays the plan premium cost. CLEA is an option available to non-sworn employees. However, the basic benefit provision varies based on the claim. For detailed information, the employee must contact CLEA directly. CLEA enrollment is processed through the Association.

ARTICLE 15. WORKERS' COMPENSATION

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

15.1. NON-SWORN

If an employee not subject to California Labor Code Section 4850 sustains a work-related injury or illness on the job and files a claim for workers' compensation benefits which is accepted, the employee shall be eligible to receive full base salary continuation for the initial period up to thirty (30) calendar days or until the employee returns to work, whichever is earlier. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental life and LTD insurances). This provision shall apply only up through the first thirty (30) calendar days of absence from work for each separate injury or illness, including aggravations thereof.

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

For workers' compensation leave exceeding thirty (30) calendar days, employees may receive temporary disability payments through the workers' compensation program. Once temporary disability payments are exhausted, the employee may be eligible for long term disability benefits.

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

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

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

15.2. SWORN POLICE SERGEANTS

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

ARTICLE 16. OTHER EMPLOYMENT BENEFITS

16.1. UNIFORM ALLOWANCE AND MAINTENANCE

A. ELIGIBILITY AND AMOUNTS

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

1. Effective July 7, 2018 (paid retroactively) all unit members issued a uniform shall receive the following uniform allowance:

- \$1,500 per year (paid at \$57.69 per pay period)

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

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

B. USUAL WEAR AND TEAR

Regarding "usual wear and tear" to uniforms, those uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee, providing prior written consent for such services has been given by the Chief of Police or his/her designee to the requesting employee.

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16.2. SAFETY EQUIPMENT

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

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

- * Gun
- * Holster
- * Sam Browne Belt
- * Baton
- * Handcuffs
- * Raincoats
- * Handcuff Cases
- * Baton Holder
- * Magazine Holder
- * Flashlight
- * Ammunition
- * Body Armor
- * OC spray
- * OC spray holder
- * Riot Helmets, with neck and face protectors
- * Nametag
- * Inner Belt
- * Class A Hat and Hat Piece
- * All other items as mentioned in the Government Code, Section 50081.0

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

16.4. AUTO USAGE

PSC unit members are authorized to utilize an assigned City vehicle for work related purposes including commuting to and from his/her home and work with the approval of the Chief of Police.

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ARTICLE 17. RETIREMENT

17.1. SAFETY EMPLOYEES

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

1. 1959 Survivors Benefit (GC 21583)
 - a. Employee contributes \$2.00 per month.
 - b. Level IV coverage.
2. One (1) year final compensation (single highest year), effective July 1, 1979 (GC 20042).
3. Tier 1: 3% at 50 benefit plan for "classic members", effective July 18, 2000 (GC 21362.2)
4. Tier 2: 3% at 55 benefit plan for new employees ("classic members"), hired on or after January 1, 2011.
5. Unused and unpaid sick leave toward retirement credit purposes. (GC 20965)
6. \$600 payment, Retired Death Benefit. (GC 21622)
7. Employees hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.
8. Safety employees ("classic members") in tier 1 and tier 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 new members is 2.7% per year at age 57. Final compensation for the purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment.
 - b. New 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

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half (½) the total normal cost as identified by CalPERS. The mandatory contribution for new members is subject to adjustment.

10. The City Council has adopted Resolution 06-6556 in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

17.2. MISCELLANEOUS NON-SAFETY EMPLOYEES

Retirement benefits for miscellaneous employees are provided as specified under the City's contract with the California Public Employees' Retirements System (CalPERS) 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) per (GC 20042)
3. 2.5% at 55 benefit plan for "classic members". (GC 21354.4).
4. Employees shall receive the opportunity to buy military service credit for retirement purposes, in accordance with the Government Code, Section 21024.
5. Unused and unpaid Sick Leave toward retirement credit (GC 20965) for non-safety employees.
6. \$600 Retired employee death benefit (GC 21622).
7. Post-Retirement Survivor Allowance (GC 21635)
8. Pre-Retirement Death Benefits to continue after remarriage of survivor (GC 21551)
9. Post-Retirement Survivor Allowance (GC 21624/26/28)
10. 2% Annual Cost-of-Living Allowance Increase (GC 21329)
11. Prior Service Credit (GC 20055)
12. Additional Service Credit (GC 20903)
13. Miscellaneous members contribute eight (8%) percent member contribution toward retirement.
14. "New members" as defined by the Pension Reform Act of 2013 (PEPRA), are provided with the following retirement benefits:
 - a. The retirement benefit formula for new members is 2% per year at age 62. Final compensation for the purposes of calculating a new member's

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retirement allowance is equal to the new member's highest average CalPERS compensation for 36 consecutive months of employment.

- b. New PEPRAs are required to pay a portion of the cost for the 2% per year at age 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRAs. The mandatory contribution is half (½) the total normal cost as identified by CalPERS. The mandatory contribution for new members is subject to adjustment.

17.3. RETIREE MEDICAL

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

Effective July 1, 2024 eligible members of the PSC will have two tiers for retiree medical benefits.

Tier 1

For employees who are members of the PSC unit as of July 1, 2024, the City shall contribute \$636 per month per eligible retiree toward an optional benefit plan until the beginning of the month the retiree reaches Medicare age. Upon reaching Medicare age, an eligible retiree shall receive \$31.20 per month toward optional benefits. Each eligible retiree shall receive this amount in cash. Any monies received in cash will be considered as taxable income.

Tier 2

For employees who first become members of the PSC unit after July 1, 2024, the City shall contribute \$472 per month per eligible retiree toward an optional benefit plan until the beginning of the month the retiree reaches Medicare age. Upon reaching Medicare age, an eligible retiree shall receive \$31.20 per month toward optional benefits. Each eligible retiree shall receive this amount in cash. Any monies received in cash will be considered as taxable income.

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

1. Employee was a fulltime employee with the City and meets eligibility under Tiers 1 or 2;

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2. Employee has ten (10) years of cumulative service as a fulltime employee with the City; or
3. Employee retired due to a job-related injury suffered while employed with the City.

ARTICLE 18. FINANCIAL CRISIS LANGUAGE

The City honors its commitments and contractual obligations with its employees. In difficult and uncertain economic times, the City appreciates the input and collaborative problem-solving efforts of the Police Supervisors of Covina (PSC). In the event of a financial City crisis, the City shall request that the Union agree to meet and confer over potential solutions for the remaining term of the agreement. The City agrees to provide PSC 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 to exercise work force reductions, i.e. layoffs and or demotions. However, this MOU cannot be modified except by mutual consent of the parties.

ARTICLE 19. LAYOFF PROCEDURE

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

19.1. SAFETY PROCEDURE

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

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

19.2. NON-SWORN PROCEDURE

A. LAYOFF PROCEDURE

1. Layoff Order - Lay-off within a classification shall be accomplished on a last appointed, first laid-off order basis. Employees on promotional probation are provided with layoff procedural rights as per this MOU only if they have attained permanent regular status.
2. Seniority - Seniority for the purpose of layoff and the establishment of reemployment lists shall be defined as total cumulative time served in regular

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permanent status within the classification and are in active status upon the effective date of the lay-off. Seniority shall be lost in event of resignation, discharge, retirement, or lay-off for a period of more than two (2) years.

3. Employee layoff during incomplete promotional probationary period - A regular permanent employee in the affected classification shall be returned to the position he/she held prior to promotion in a regular permanent status. If there are two or more probationary employees, the employee promoted last shall be returned to the position previously held.
4. Employee layoff after completing the probationary period in the affected classification - All such employees shall be listed in the order of their seniority. The most junior employee shall be given the opportunity to transfer to any comparable vacant and budgeted position for which the employee is qualified. If such a vacancy does not exist, such employee shall be given the opportunity to exercise his/her seniority to be placed in the most junior position in any lower classification for which he/she is qualified and has seniority, or to accept the lay-off. Employees at the lower level who have less seniority will then be transferred or demoted in the same manner until the lowest levels of classification and the most junior employees with the least amount of seniority are reached. At such time, such employees shall be laid off.
 - a. In the event that the position to be eliminated is not held by the most junior person in that classification, the employee that holds such affected position shall be given the opportunity to replace the most junior employee or to exercise his transfer or seniority rights as set forth above.
5. Reinstatement to former classification - All regular permanent status employees demoted or transferred in lieu of layoff shall be reinstated to their former classification once vacancies occur, or if the positions are restored with priority for reinstatement given to demoted employees.
6. Reemployment list - All laid off regular permanent status employees shall be placed in order of seniority on a reemployment list for two (2) years, and shall retain existing seniority rights for such period.
 - a. When a vacancy occurs for which a reemployment list exists, the City Manager shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the Chief of Police shall appoint such persons to fill the vacancies.
 - b. Anyone on a reemployment list may be reemployed in a position with lower maximum rate of pay, provided the person possesses the skills and

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qualifications for the position as identified by the position classification specification.

- c. Notice of vacancy to an employee on a reemployment list shall be by the most expeditious means in order to fill the vacancy as soon as possible. As a last resort, notice shall be given by Certified Mail to the employee's last known address, and if the employee does not respond within three (3) days from the date of receipt, or if the notice is undeliverable due to address unknown, the employee's name shall be passed over and the next employee on the list shall be notified of the vacancy.
- d. After an employee has been passed over in such a manner, the employee's name shall be removed from the reemployment list after notification to PSC. An eligible employee shall have ten (10) working days from receipt of notice to report to work. An employee who declines the available vacant position shall be removed from the list.

19.3. DEMOTION IN LIEU OF LAYOFF

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

- 1. The employee has the skills and meets the qualifications of the lower paying classification, and
- 2. The operating requirements of the department are maintained.
- 3. Employees demoted in lieu of layoff shall be placed at the top of the seniority list of the lower classification and an employee with the least seniority in such classification shall be laid off or elect to be demoted to a lower paying classification within the department subject to the same provisions contained in paragraphs 1 and 2 until the lowest levels of classification and the most junior employee are reached. At such time, employees shall be laid off.

19.4. 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 (2) years, during which service time in the previous original position will be maintained but not accrued. The recall or re-employment list or lists may be extended for one (1) additional year by the City Manager or his designee.

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

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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.

19.5. 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 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 20. GRIEVANCE PROCEDURE

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

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

Step 1 - Informal Discussion: The grievant shall discuss the grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance, and said grievance shall be considered waived if not so presented to the immediate supervisor within fourteen (14) calendar days following the day the event occurred upon which the grievance is based. The immediate supervisor shall respond in writing within seven (7) calendar days following the meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance at the next step.

Step 2 - Police Captain (First level of Review): If the grievance is not settled at Step 1, the grievant may submit the grievance in writing to his/her Captain within seven (7) calendar days of the receipt of the grievance response at Step 1 or within twenty-one (21) calendar days following the day the event occurred if no written response is

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received. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the Captain shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within fourteen (14) calendar days from the date of the meeting. Failure of the Captain to respond within such time limits shall entitle the grievant to process his/her grievance at the next level of review.

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

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

Step 5 - City Manager or Designee Review (Final Level of Review): If the grievance is not settled at Step 4, the grievant may serve written notice of the grievance to the City Manager, or his/her designee within fourteen (14) calendar days following receipt of the grievance response at Step 4 or twenty-one (21) calendar days following the date of the step 4 meeting if no written response is received. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the City Manager or his/her designee shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, within twenty-one (21) calendar days from the date of the meeting. The

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City Manager's decision, working in conjunction with his/her designee shall be final in all grievances.

ARTICLE 21. ASSOCIATION SECURITY AND BUSINESS

21.1. ASSOCIATION RELEASE TIME

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

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

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

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

21.2. PROFESSIONAL CONDUCT

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

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

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

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

ARTICLE 22. 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.

ARTICLE 23. EXISTING RULES AND PROCEDURES

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

ARTICLE 24. DISCIPLINE

24.1. NON-SWORN

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

Disciplinary actions such as written reprimands, counseling memos, and written warnings are not subject to the pre-action process and may not be appealed. However, an employee may submit a written response to such action, which shall be attached to the reprimand, warning or counseling memo (or other such document) in the employee’s personnel file.

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

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

If the employee chooses to respond in writing, he/she must ensure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, he/she must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline 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. The Skelly meeting is not a hearing. It is an opportunity for the employee and/or his/her representative to respond to the notice of intent to discipline. The employee may be represented at the Skelly meeting by one on-duty PSC representative as well as by an attorney or other representative if he/she chooses.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will be to impose the proposed discipline, to 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

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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 Manager within seven (7) calendar days of receipt of the notice of discipline.

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

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

If an employee desires to appeal a disciplinary action, he/she (or the employee's representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or his/her identified representative within ten (10) calendar days of receipt of the notice of appeal for the purpose of determining whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine his/her availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Human Resources Manager/Risk Manager or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received the representatives of the parties shall alternately strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is chosen, the parties will contact the arbitrator to schedule a hearing.

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

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

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that which was imposed. The City

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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.

24.2. SWORN

Police Officers are entitled to the protections of the California Public Safety Officers' Procedural Bill of Rights Act – Government Code Section 3300 et seq. The parties acknowledge the protections of the Act and agree that nothing in this section is intended to diminish the protections provided to Police Sergeants 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 Sergeant will first be served with a notice of intent to discipline by his/her supervisor, manager or Chief of Police. This document will set forth the grounds for discipline, the facts supporting the grounds and will attach copies of documents upon which the City relied to support the notice. In addition, the notice of intent will advise the employee of his/her right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the decision whether to impose discipline will be made solely on the basis of the notice of intent and the supporting documents and without any response from the employee.

If the employee chooses to respond in writing, he/she must insure his/her response is received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, he/she must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline informing the representative that he/she wishes to have an oral response. The City representative will advise the

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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 be to impose the proposed discipline, to 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 Manager within seven (7) calendar days.

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

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

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

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

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

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

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that which was imposed. The City Manager's decision shall be the final administrative action. In reaching his/her decision, the City Manager shall review the advisory arbitrator's recommendation, 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 1(b)

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

a. Right to Administrative Appeal per this Procedure

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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 five (5) calendar days of receipt by an employee of notification of punitive action as set forth above, the employee shall notify the Human Resources Manager in writing of his/her intent to appeal the punitive action.

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 final and binding.

d. Burden of Proof/Persuasion

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

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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.

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

h. Decision

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

Within ten (10) calendar days of receipt of the advisory decision, the City Manager shall serve the parties with written notice of his/her decision adopting, modifying, or rejecting the hearing officer's recommendations and decision. If the City Manager modifies, or rejects the hearing officer's decision, then he or 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 Procedures Section 1094.5 and 1094.6.

**24.3. PROCEDURES UPON POST SUSPENSION OR REVOCATION OF PEACE
OFFICER CERTIFICATION**

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

1. Suspension or Revocation of Peace Officer Certification

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

a. Pre-Deprivation Procedural Due Process

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

b. Final Notice of Termination or Unpaid Suspension from Employment

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

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

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probationary period, then the peace officer may request an administrative appeal pursuant to Section 18.2(1)(b). An administrative appeal will be heard by either the City Manager or a hearing officer designated by the City Manager. Any decision by a hearing officer shall be advisory to the City Manager. Any such appeal shall be subject to the following.

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

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

- 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
- d. 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

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POST's suspension or revocation of the certificate shall be as described in this policy. Therefore, even if a punitive action that is imposed in connection with administrative misconduct charges is not sustained, a termination or suspension without pay imposed due to POST's suspension or revocation of the officer's certificate shall be upheld if the Department satisfies the burden stated in this policy.

3. Effect of Reinstatement of POST Certification

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

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

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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.
- 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

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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

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.

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ARTICLE 25. SIGNATURES AND EXECUTION

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

POLICE SUPERVISORS OF COVINA

CITY OF COVINA

Michael Colburn 7/2/2024
Michael Colburn Date
Police Sergeant

John King 10/15/2024
John King Date
Mayor

Ramon Marquez 7/2/2024
Ramon Marquez Date
Police Sergeant

Chris Marcarello 7/3/2024
Christopher Marcarello Date
City Manager

Anita Agramonte 7/3/2024
Anita Agramonte Date
Director of Administrative Services

Attest:

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