MEMORANDUM OF UNDERSTANDING

BETWEEN THE REPRESENTATIVES OF MANAGEMENT FOR THE CITY OF WEST COVINA

AND

CONFIDENTIAL EMPLOYEES' ASSOCIATION

JULY 1, 2014 THROUGH JUNE 30, 2015

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ARTICLE ONE
RIGHTS AND RESPONSIBILITIES

I. PARTIES TO MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City Manager; and the Representatives of the West Covina Confidential Employees Association, (hereinafter referred to as "Confidential Employees' Association or WCCEA", representing the Confidential Employees; and pursuant to Government Code 3500, as amended, et seq., and hereby satisfies the City's duty to meet and confer with the Association during the life of this Agreement.

II. GENDER

The terms "they" and "their" may be used in this agreement as substitutes for the terms "his", "hers", "his/her", "he", "she", or other terms which would indicate masculine or feminine gender.

III. RECOGNITION

A. WCCEA Recognized Employee Organization - Confidential Employees

Pursuant to the provisions of the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and the West Covina Personnel Rules, as amended, the City recognizes the West Covina Confidential Employees Association, representing the Confidential Employees.

B. Exclusions

Those classifications and positions excluded include employees designated as executive, management, public safety, or hourly.

C. Classifications Recognized

Specific classifications recognized by the City of West Covina being represented by the West Covina Confidential Association are listed in Appendix "A".

IV. AGENCY SHOP

The City and Adams & Associates have a mutual agreement regarding the implementation and administration of Agency Shop for all Confidential Unit Employees. The details of this agreement are set forth in Appendix "B" of this Memorandum of Understanding.

V. ASSOCIATIONS AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Association and Employee Rights

The City and the Association shall comply with the provisions of Government Code section 3500, et seq., as amended, or any subsequent State law governing meet and confer rights of employee organizations. The parties further agree that during the term of this Memorandum of Understanding, each party shall retain those rights respectively vested by local, state and federal law, which cannot otherwise be waived by this Agreement.

B. Payroll Deduction

1. The City shall, during the term of this Agreement, deduct monies for membership dues on a semi-monthly basis (over 24 pay periods) from unit employees whose classification and position are recognized to be represented by the Association and who voluntarily authorize the deduction in writing, or on forms approved by the City.

2. The City shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing thirty (30) days after receiving the request.

3. The City shall remit to the recognized employee organization the monies from authorized deductions made in accordance with procedures set forth by the City.

4. In the event the employee shall not be entitled to any pay for the first pay period of any month, such deduction shall be made from the wages of such employee earned in the next succeeding pay period in said month. If such employee shall not be entitled to any pay during the succeeding pay period in said month, the City shall not make dues deduction thereafter in respect to the dues of said employee for said month.

C. Indemnification

The Association shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

D. Association Benefit Plans - Dues

The City will allow employees to add an amount of money, to pay for Association sponsored benefits plans, to the lump sum semi-monthly (24 pay periods) deduction for Association dues.

E. Association Representation Responsibilities

The Association agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended.

F. Association Release Time – Time Off For Meeting and Conferring

1. The City and Association recognize that it is of benefit both to the City and Association that representatives designated by the Association to serve as the Association negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.

2. The Association negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memoranda of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.

4. Unless otherwise agreed to by both parties, the negotiating teams for the Association shall not exceed three (3) members each.

5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assigned merit pay.

6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

G. Release Time-Grievances

Representatives of the Association shall be granted reasonable release time from their assigned work as approved by management to provide representation services such as grievance matters.

H. Bulletin Boards

1. The City may permit the Association to use certain designated bulletin boards approved by Management located at City facilities to post Association-related information including reasonable use of e-mail or fax.

2. The Association agrees to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and maintained in an orderly manner.

3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

VI. MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Management Rights

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Employee Organizations, Art. V, Sec. 2-205 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.

2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.

3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.

4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.

5. To determine methods of financing.

6. To determine quality, quantity, and types of equipment or technology to be used.

7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.

8. To plan, determine, and manage the City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.

9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to

work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.

10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.

11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.

13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.

14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.

15. To determine policies, procedures, and standards for selection, training, and promotion of employees.

16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.

17. To maintain order and efficiency in its facilities and operations.

18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.

19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.

20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.

21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.

22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

B. Authority of Third Party Neutral

All management rights, powers, authority, and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with City. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

C. Impact of Management Rights

The City agrees to meet with the Association, except in emergencies as defined elsewhere in this Agreement, over the exercise of a management right which significantly and directly impacts upon the wages, hours, and terms and conditions of employment of unit employees, unless remedies for the impact consequences of the exercise of a management right upon unit employees are provided for in this Agreement, Personnel Rules, Administrative Policies, or Departmental Rules.

VII. NO STRIKE/JOB ACTION PROVISION

In addition to all no strike/job action provisions and penalties in the West Covina Municipal Code or Personnel Rules, the following provisions shall apply.

A. Prohibited Conduct

The Association, its officers, agents, representatives, and/or members when on duty, agree they will not call, cause, engage, or condone any strike, walkout, sit down, work stoppage, slowdown, sickout, blue flu, pretended illness, or engage or honor any other form or types of job action by unit employees or by any other employees of the City or employees of any other employer by withholding or refusing to perform services or honor any type or form of picket line of any union or employee organization.

B. Employee Termination

Any employee who participates in any conduct prohibited in Section A above shall be considered an unauthorized absence and shall be subject to discharge or other disciplinary action by the City, regardless of whether the Association carries out in good faith its responsibilities set forth below.

C. Association Responsibilities

1. In the event that the Association, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A, Prohibited Conduct, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.

2. If the Association performs all of the responsibilities in good faith set forth in C (1) above, its officers, agents, and representatives shall not be liable

for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.

ARTICLE TWO
SALARY AND COMPENSATION

I. SALARY SCHEDULE

There are no salary adjustments associated with this agreement.

II. SALARIES ROUNDED OFF

All salaries shall be rounded to the nearest whole dollar.

III. SALARY ADMINISTRATION

A. Specific Information in Personnel Rules

Specific detailed information dealing with such subjects as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.

B. Effective Date of Step Increases and Extra Compensation

All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

C. Right to Raise Salaries, Other Compensation and Benefits

The City reserves the right to raise salaries, and other compensation, and benefits during the term of this agreement. The City shall meet and consult with the Association prior to implementing increased compensation and benefits.

D. Base Salary

Base salary shall mean only the assigned salary to any unit classification exclusive of any other type of form of compensation.

E. Extra Pay/Compensation

Extra pay shall be defined as compensation above the unit employee's base salary for special assignments, differentials, and bonuses.

F. Y-Rating

1. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City, at the City's sole discretion.

2. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.

3. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.

4. Those unit employees on job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

IV. Deferred Compensation

A. The City shall contribute for each confidential unit employee one hundred ($100.00) per month to a deferred compensation plan.

B. The employee may select the deferred compensation plan from a list of plans provided by the City.

C. Employees may apply the City's contribution as they determine to be applied to medical, dental or life insurance premiums.

V. Bilingual Allowance – Confidential Employees

A. Eligibility

1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.

2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that the need for an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.

3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

B. Compensation

1. Eligible employees assigned to bilingual allowance receive extra compensation of one hundred dollars ($100.00) per month above their salary base.

2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

C. Limitations

1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina. Currently, these languages are Chinese (Mandarin and Cantonese), Spanish, Tagalog, and Vietnamese. Should the eligible languages change, employees currently receiving bilingual pay for a language no longer identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections, will continue to receive bilingual pay. However, no additional employees will be paid for use of that language.

2. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

VI. Acting Pay Assignment

A. Eligibility

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.

2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or if the position is vacant. Such acting appointment shall not exceed twelve (12) months, unless extension is approved by the City Manager. Acting appointments shall be made from existing promotional lists, if available.

3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

B. Compensation

1. Employees

All Unit employees serving in an acting status, will be paid five percent (5%) above their base salary after the completion of the thirtieth (30^{th}) calendar day of such appointment until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.

2. Limitations Appointments to Higher Level Positions

Acting appointments to higher level positions do not require the assignment of another employee to cover the duties of the employee so assigned.

VII. Limitation on Assignments

Assignments to extra pay positions are temporary, not a separate classification and do not have permanent status and are not subject to selection procedures, appeals, grievances or seniority. Assignments are not a property right and have no due process rights.

VIII. PERS Retirement Benefits

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits:

A. Unused Sick Leave

Unused accumulated sick leave may be converted to additional service credit at the time of retirement pursuant to PERS Section 20862.8.

B. PERS RETIREMENT FORMULAS

2.5% at age 55 (West Covina Employees Hired Prior to January 1, 2011)

Unit members classified as miscellaneous employees by PERS shall participate in the 2.5% at age 55 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of eight percent (8%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2.5% at age 55 formula shall be computed using the One-Year Final Compensation Option.

2% at age 60 ("Classic" PERS Members)

Unit members classified as miscellaneous employees by PERS hired between January 1, 2011, and January 1, 2013, or having reciprocity with another PERS agency ("classic member") shall participate in the 2% at age 60 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

Retirement benefits for Unit members classified as miscellaneous employees under the 2% at age 60 formula shall be computed using the One-Year Final Compensation Option.

2% at age 62 (New PERS Members)

All Unit members classified as "new members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2% at age 62 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three **(3)** year period. New members will be required to pay the appropriate share of their pension costs and other provisions, as required by the Public Employees' Pension Reform Act of 2013. Contributions shall be made on a pre-tax basis.

D. 4th Level Survivor Benefits

Fourth Level of 1959 Survivor Benefits PERS Section 21574 for employees covered by this agreement.

E. Military Buy Back

Military service credit as public service credit under PERS section 21024.

ARTICLE THREE
WORK PERIODS/SCHEDULES/OVERTIME/COMPENSATORY TIME

I. HOURS OF WORK POLICY

It is the policy of the City that the hours of work, as negotiated by unit employees or determined by the City Council for non-represented employees, shall constitute a week's work for all full-time employees, except that work days and work weeks of a different number of hours may be established in order to meet the varying needs of the different City departments.

II. WORK PERIODS

A. 7-Day Work Period

The work hours for unit employees shall be a fixed and regularly recurring period of 168 consecutive hours consisting of seven (7) consecutive 24-hour periods.

B. Work Schedules – Unit Employees

1. It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.

2. The City Manager maintains the final authority to determine work schedules as required.

C. 5/8 and 4/10 Work Schedules

5/8 and 4/10 work schedule shall consist of a 7-day work period of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

D. 9/80 Work Schedule

9/80 work schedule shall consist of a 7-day work period of 40 hours as follows:

1. Work week begins on Monday at 12:00 p.m. and ends the following Monday at 11:59 a.m. except as modified by management.

2. Work week begins on Friday at 12:00 p.m. and ends the following Friday at 11:59 a.m., except as modified by management.

E. 7-Day Work Period – Fixed and Regularly Recurring

The work periods shall be fixed and regularly recurring 7-day work periods as set forth in the aforementioned.

F. 28-Day Work Period – Fixed and Regularly Recurring

Employees assigned to 3/12 work schedule shall work a fixed and regularly recurring 28-day work period of 168 hours.

III. TIME WORKED

A. Maximum Time Worked – 7-Day Work Period

The maximum time worked per each 7-day work period which is paid at the straight time rate of pay shall be forty (40) hours inclusive of breaks and exclusive of time not considered work time.

B. 36-Hour Work Plan

Monthly salary rates for Unit Employees assigned to 3/12 work schedule are based on a 36-hour work plan with the condition that at the end of each month the employee will owe the City sixteen (16) hours of work time to be reconciled in the following manner and order:

1. Scheduled pay back work day(s).

2. Reduction in time and one-half pay.

3. If the employee is unable to reconcile the sixteen (16) hours as stated above, and the employee has four (4) or more hours that remain to be reconciled he/she may work an additional day to reconcile the time.

4. If the employee does not wish to work an additional day or has less than four (4) hours to reconcile at the end of the month, he/she may use vacation or compensatory time to reconcile the time owed the City.

IV. TIME NOT CONSIDERED AS WORK TIME – CONFIDENTIAL UNIT EMPLOYEES

Activities Not Work Time

The following activities shall not be considered time worked, except as provided for in this Agreement.

A. Non-paid meal breaks.

B. Leave of absence taken without pay.

C. Travel time to work and returning home in either personal or City vehicle.

D. Time in off-duty training assignments (homework, study time, meal time, sleep time, etc.).

E. Off-duty travel to training sites and returning home.

F. Off-duty time putting on and taking off uniforms.

G. Off-duty time for personal preparation and clean-up.

H. Off-duty time spent in the maintenance of City vehicles or equipment.

I. Time worked for which unit employees have already been paid at one and one half (1-½) time their regular rate of pay within assigned 40-hour work period.

J. Off-duty time spent on court standby time.

K. Any time not authorized as work time.

L. Any time spent by employees in accomplishing voluntary Employee Assistance Program (EAP).

V. CHANGE IN WORKING HOURS

Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be approved by management.

VI. BREAKS – REST PERIODS

A. Two 15-Minute Breaks – Rest Periods

1. Number of Breaks

Unit employees may receive two break-rest periods for each scheduled workday actually worked, and a break-rest period of 15 minutes for each four consecutive hours of overtime worked as approved by management.

2. Non-accumulative

Rest periods are not accumulative and shall not be added to any meal times, vacation, or any form of authorized absence from work, unless authorized by management.

3. Not Used at Beginning and End of Work Shift

These breaks may not be used at the beginning or the end of work shift unless authorized by management.

B. Benefit and Not a Right

Break-rest periods are a benefit and not a right, and time must be earned as any other benefit.

C. Rest Period Procedure

1. Scheduled Not to Impair Service

Rest periods are scheduled or rescheduled by management as job requirements dictate.

2. Length of Rest Period

The rest period shall consist of fifteen minutes cessation of work and will include time involved in going to and coming from a rest area.

D. OVERTIME - ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Overtime Policy

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary for employees who are non-exempt (see Appendix A) and eligible for overtime and not administrative leave as approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

2. Employees Covered by FLSA 7 (b) Exemption

For employees covered by the 7(b) exemption exception to the Fair Labor Standards Act on the 3/12 work schedule, work performed in excess of the normal daily work shift will be paid at the straight time rate of pay, until the employee has reconciled the hours owed to the City per this Agreement. Once the employee has reconciled the hours owed to the City per this Agreement, the remaining overtime work is paid at time and one-half.

3. Overtime Authorization

a. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.

b. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.

c. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

E. ELECT TO USE COMPENSATORY TIME – ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Approval

Upon the approval of his/her supervisor, an employee may elect to receive compensatory time off in lieu of pay for overtime hours worked. Such compensatory time off shall be credited to the employee's account on a time and one-half basis, i.e., one and one-half hours for each overtime hour worked.

2. Once Comp Time is Approved No Request for Cash Payment

Once compensatory time off is selected and approved by management, the employee may not request cash payment. Upon separation, an employee shall be paid for accumulated, unused compensatory time.

3. Use of Compensatory Time

Accumulated compensatory time may be utilized as paid leave on a straight time hour for hour basis at the mutual convenience of management and employees without such options being tied to sick leave usage. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.

F. TIME WORK INCREMENTS – ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Increments – Less Than One Hour

a. All authorized time worked which is beyond the unit employee's work shift schedule, which is less than one-hour increments shall be compensated in the following manner:

Time	Time Worked
0 – 10 minutes	0
11 – 20 minutes	¼ hour
21 – 30 minutes	½ hour
31 – 50 minutes	¾ hour
51 – 60 minutes	1 hour

b. Incidental Overtime – Not Compensable

Incidental overtime is not compensable, and may not be credited as overtime. Incidental overtime is defined as overtime of less than ten minutes in any one day, which is non-recurrent in nature.

2. Increments Over One Hour

Any time work increments which are over one hour shall be compensated in the same procedure as mentioned herein.

G. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT - ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

1. Eligibility

Confidential unit employees may choose, in lieu of overtime payment, to have overtime hours worked converted to a compensatory time bank.

2. Accumulation

a. Total Hours Comp Time – Eligible Confidential Unit Employees

Eligible Confidential unit employees may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

b. Compensatory Time at Termination

All accumulated compensatory time which has not been utilized prior to a unit employee's employment termination from the City shall be paid off on a straight time basis at the employee's current hourly rate of pay.

c. Compensatory Time - Change in Classification

Any unit employee who changes classification and who has accumulated any hours of compensatory time shall have all their accumulated compensatory hours paid off at their current hourly rate of pay.

3. EMERGENCY OVERTIME REQUIREMENT

The City reserves the right to require Confidential Unit employees to work overtime in an emergency as determined by management.

4. DEFINITIONS – Call Back, Stand-By, On-Call, and Court Stand-By "On-Call"

a. Call-Back

i. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.

ii. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.

b. Stand-By

i. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.

ii. Unit employees on a stand-by assignment shall be required to return to work immediately as directed by management.

iii. Unit employees on on-call status may be required to return to work immediately as directed by management.

c. Stand-By Pay

i. Employees required to serve on stand-by for a period of one week (7 calendar days) will be compensated with ten (10) hours of compensatory time.

ii. Employees required to serve on stand-by for less than seven (7) calendar days will be compensated on a prorated basis at the rate of 1.43 hours per day served. This compensatory time shall be used in the same pay period during which it was earned, or at a future time as determined by management.

iii. The maximum amount of stand-by compensatory time that may be accumulated by an employee shall be twenty (20) hours. Upon request, and showing of extraordinary circumstances, the maximum accumulation may be increased to thirty (30) hours with approval of the Department Head. There is no ability to cash out stand-by compensatory time.

d. Court Standby "On-Call"

Court stand-by "on-call" is when a unit employee is subpoenaed and placed on stand-by "on-call" time on job-related matters during their assigned off duty non-work time.

e. CALL-BACK COMPENSATION

i. If a Confidential Unit employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of two (2) hours pay at the rate of time-and-one-half.

ii. Such employee shall be compensated at the applicable rate for all time worked in excess of two (2) hours, which includes necessary travel time from the employee's home to the job site and return.

iii. The minimum provided for herein shall not be paid more than twice during any one calendar day.

f. COURT TIME PAY – ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

Eligible Confidential Unit employees who spend time in court as required beyond the regularly scheduled shift will be paid at a time-and-one-half rate with a two (2) hour minimum guarantee.

ARTICLE FOUR
FRINGE BENEFITS

I. FRINGE BENEFITS ADMINISTRATION PROVISION

A. Administration

The City reserves the right to select, administer, or fund any fringe benefits programs involving insurance that now exist or may exist in the future.

B. Selection and funding

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

C. Changes

The City shall meet with the Associations prior to any change of insurance carrier or method funding coverage for any fringe benefits listed in this article.

II. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all Unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for medical insurance. In addition, the City will contribute an additional amount for current Unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. Any West Covina employee, hired before June 30, 2012, who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars ($600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

2. All employees hired on or after July 1, 2012, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars

($300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or $600, whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.

5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.

6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

B. Dental Insurance

In addition to the above amount for medical insurance, the cafeteria amount shall also include up to sixty-two dollars and twenty-three cents ($62.23) monthly for dental insurance for the member and eligible dependents. If the dental insurance plan selected by the member is less than sixty-two dollars and twenty-three cents ($62.23), the amount shall be the cost of the dental insurance plan selected. If the dental insurance plan selected by the member is equal to or more than sixty-two dollars and twenty-three cents ($62.23) per month, the amount shall be sixty-two dollars and twenty-three cents ($62.23).

C. Vision Insurance

The City shall pay for a Vision Plan for employees only. Employees may enroll eligible dependents in the plan, at the employee's cost.

III. RETIREE HEALTH BENEFIT – CITY'S MONTHLY CONTRIBUTION

A. City Contribution Amount

Provided that employees represented by the Associations have participated in the Public Employees' Medical and Hospital Care Act (PERS Health Plan) with the City, the City will contribute an amount equal to the PEMCHA statutory minimum towards the payment of premiums for retiree health insurance under the Program.

B. **If City No Longer in PERS Health Plan**

Should the City withdraw from the PERS Health Plan during the term of this agreement, the City and Associations shall meet to determine what the monthly contributions toward the new medical health plan would be and when it would be effective.

IV. RETIREE DENTAL INSURANCE BENEFIT

Employees that retire directly from City employment shall be able to participate in a City Retiree Dental Insurance Plan based on retiree rates. This Plan shall include coverage for the retiree and eligible family members. The City shall not contribute to the monthly premium.

VI. EMPLOYEE HEALTH BENEFITS COMMITTEE

Should a new health benefit plan be selected by the City (medical and/or dental) the City agrees to meet and confer over how the City's current medical and dental insurance monthly premium contribution shall be applied to any new health benefit plan.

VII. RETIREE HEALTH SAVINGS PLAN

**** The RHS Plan is subject to regulatory and provider regulations ****

A. Employee Contribution $25 per month minimum

B. Employer Contribution $100 per month

C.. Employer Lump Sum RHS Contribution

1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.

2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit

3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan).

4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62nd birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62nd birthday to retire before losing any lump sum entitlement.

5. Employees working beyond the sunset provisions under D above will have their lump sum amount reduced by $900 each year after the 10 year/age 62 provision until they retire.

6. **AMOUNT OF BENEFIT**

*Employee's Years of Service as of 7/1/07	Amount of Lump Sum Payment
5 – 9 years	$200 per year
More than 9 years – 14 years	$400 per year
More than 14 years – 19 years	$600 per year
More than 19 years	$800 per year

(maximum benefit $25,000)
*Break In Service cannot exceed one year to qualify for continuous service credit. (Part-time hours do not count toward service credit)

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan will be eliminated for all unit employees.

8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan will be eligible to receive lump sum contributions to their RHS account as follows:

   a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars ($300) annually each July for a period of six (6) years.

   b. An employee must be an active employee of the City as of July 1st of each year to receive that year's lump sum contribution.

   c. The maximum amount contributed under this provision shall be one thousand eight hundred dollars ($1,800).

   d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

VIII. SECTION 125 PLAN

A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, vision, and dependent care expenses.

B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs for those who participate in the Plan.

IX. STATE DISABILITY INSURANCE – CONFIDENTIAL UNIT EMPLOYEES

A. The City agrees to make available to Confidential Unit employees, at the employee's expense, SDI as provided through the State of California.

X. LIFE INSURANCE

A. Term Policy - Confidential Unit Employees

Within 30 days of approval of this agreement, the City will provide group term life insurance in an amount equal to the employee's annual salary or $50,000, whichever is greater

B. Retired Employee Life Insurance

The City shall provide all City employees who retire from the City after the date of adoption of this Agreement a term life insurance policy in the amount of five hundred dollars ($500).

XI. LONG TERM DISABILITY INSURANCE

A. Benefit

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum benefit of five thousand dollars ($5,000) per month. Coverage becomes effective on the later of: 1) one hundred eighty (180) days from date of injury; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

B. More Specific Information

More specific information is set forth in the City of West Covina's Group Long Term Disability Plan booklet, available in the City's Human Resources Department.

XII. UNIFORM REQUIREMENTS

Unit employees who are required to wear uniforms or who are provided uniform allowance must wear uniform on duty unless permission to do otherwise has been received from the immediate supervisor. Employees who are on duty and do not comply with uniform requirements shall be subject to disciplinary action.

XIII. TUITION REIMBURSEMENT PROGRAM

A. Maximum Reimbursement – Confidential Employees

Confidential unit employees' maximum tuition reimbursement (including books) shall be one thousand one hundred and thirty dollars ($1,130.00) per fiscal year.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program are set forth in Administrative Policy approved on August 13, 1992, and as amended thereafter.

XIV. MILEAGE REIMBURSEMENT – PRIVATE VEHICLE

A. Using Private Vehicles for Approved City Business

The City shall pay mileage reimbursement for City employees using private vehicles for authorized City business approved by management.

B. Mileage Reimbursement Rate

The mileage reimbursement rate shall be the rate set forth by the IRS.

C. Administrative Policy

The specific details of the mileage reimbursement policy is set forth in Administrative Policy approved on February 8, 2003, and as amended thereafter.

XV. MISUSE OF BENEFITS

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit to which they would not otherwise be entitled shall be subject to: a) denial of requested benefits; and/or b) disciplinary action up to and including termination.

ARTICLE FIVE
LEAVE POLICIES

I. HOLIDAYS

A. Official Fixed Holidays

1. The City shall recognize the following days as official City fixed holidays.

   President's Day
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day

2. Fixed Holidays – Full Shift Leave With Pay

   Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation, floating holiday leave, or compensatory time.

3. City Hall and most City departments will be permanently closed from Christmas Day through New Year's Day. The Christmas Day and New Year's Day holidays will be part of this closure and thus have been removed from the list of fixed holidays, with the exception of New Year's Day when it falls on a Sunday. In this case New Year's Day will be observed on the following Monday. Christmas Eve will only be recognized as a Holiday when it falls on a Monday through Thursday in any given year.

4. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 25th through January 1st. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.

5. Any employee required to work between December 25th and January 1st on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of forty (40) hours.

6. Holiday in-lieu pay shall be limited to a maximum of twenty (20) hours per fiscal year. Any holiday in-lieu time in excess of twenty (20) hours must be taken as compensatory time off.

11. Should the City eliminate the above compensated holiday closure from December 25th through January 1st, the following fixed holidays shall be recognized.

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (unless Christmas falls on a Saturday, Sunday, or Monday)
Christmas Day

B. <u>Floating Holiday Leave</u>

1. In addition to the City's fixed holidays, Confidential Unit employees shall be eligible to use up to thirty-six (36) hours of Floating Holiday leave per each calendar year as approved by management.

2. Floating Holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.

3. Floating Holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

4. If an employee is unable to use Floating Holiday leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the City Manager can authorize to carry over unused holiday leave balance for a period not to exceed six (6) months per fiscal year.

5. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.

6. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.385 hours per pay period of full-time employment.

C. **Floating Holiday Leave – Reinstated Employees**

Reinstated employees shall receive floating holiday leave credit for all prior service in the current year in ascertaining the number of hours usable and when they may be used.

D. **Floating Holiday Leave – Terminating Employees**

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 1.385 hours per pay period of full-time employment in the current calendar year.

2, If the terminating employee has taken more floating holiday leave time than he is entitled to, the amount of time taken in excess shall be deducted from vacation, sick leave pay-off, or salary when final payroll checks are computed.

E. **Limitations on Holiday Leave**

1. The holiday cash out option shall be limited to a maximum of two (2) days per fiscal year.

2. Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis.

3. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

F. **Paid Status Eligibility**

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday. "Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty, and injured on duty.

G. **Observation of Friday and Sunday Holidays**

1. For those employees whose normal workweek is Monday through Thursday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.

2. When a holiday falls on a Friday, the preceding Thursday shall be deemed to be the holiday in lieu of the day observed.

H. **Holidays Occurring on Regular Scheduled Day Off**

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to up to ten (10) hours leave time for the holiday based on the employee's regular work schedule. This time can be taken as up to

ten (10) hours "holiday in lieu" leave time, compensatory time, or pay at straight time at the employee's hourly rate of pay, at the discretion of the employee.

I. Holiday Scheduling

The City reserves the right to require employees to work on fixed holidays.

II. VACATION

A. Vacation Policy

It is the policy of the City that where possible employee vacations be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by management, with due regard for the wishes of the employee and particular regard for the service needs of the City.

B. Vacation Leave Earned and Accumulated

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 – 60*	3.08	6.67	240
61 – 108	4.62	10.00	280
109 – 120	4.92	10.67	288
121 – 132	5.23	11.33	296
133 – 144	5.54	12.00	304
145 – 156	5.85	12.67	312
157 +	6.15	13.33	320

* At completion of 60 months add 40 hours

C. Limitation – Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.

3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Accrual for Holidays

When a fixed holiday falls within a scheduled vacation period, absence on that day shall be charged to holiday hours. An employee must be on paid status on the day before and after the holiday to be compensated for the holiday.

E. Payment for Unused Vacation Leave Time at Termination

Any employee, who has been in continuous full-time service of the City for a period of six (6) full months or more, who is terminating his/her employment, shall be paid for accrued vacation leave time as of the effective date of termination.

F. Payment for Unused Vacation

1. Eligibility

   Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year, except as otherwise provided herein.

2. Confidential Unit Employees

   a. Confidential Unit employees with less than five (5) years City service, exempt or non-exempt, may receive payment in lieu of up to forty (40) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

   b. Confidential Unit employees with five (5) or more years of City service, exempt or non-exempt, may receive payment in lieu of up to eighty (80) hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) days prior to requested date of issuance of the check, upon approval of their department head.

   c. Employees must have a minimum of one hundred sixty (160) hours of accumulated vacation hours to buy back vacation leave.

   d. Vacation buy back may only occur twice during any fiscal year.

G. Vacation Leave – Reinstated/Reemployed Employees

Any employee who is reinstated or reemployed under the provisions of these rules shall accrue vacation at the same rate as prior to his/her termination.

H. Vacation Leave – New Employees

New employees – Upon completion of six (6) consecutive months of full-time service, may be credited with one-half of the annual earnings and may begin using such accrual. Thereafter, employees may use vacation as they complete each month of service.

III. ADMINISTRATIVE LEAVE – ELIGIBLE CONFIDENTIAL UNIT EMPLOYEES

A. Amount of Administrative Leave

Exempt Confidential Unit employees as defined in Appendix A are eligible for up to sixty (60) hours per year of Administrative Leave, pro-rata, based upon date-of-hire or entrance into a Confidential position, effective January 1 of each year. Unit employees eligible for Administrative Leave are not eligible for overtime.

B. Administrative Leave Policy

The specific details of the Administrative Leave Policy is set forth in Administrative Policy approved October 1, 1996, and as amended thereafter by the City Manager.

IV. SICK LEAVE

A. Sick Leave Benefit

Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.

B. Sick Leave Earned

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.

2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working hours of a pay period, he/she shall continue to accrue 3.69 hours of sick leave per pay period.

3. Sick leave may be used by new employees following thirty (30) calendar days of employment.

4. Unused sick leave may be accumulated without limit.

C. Reinstatement of Sick Leave

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.

2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

The employee Sick Leave Annual Payoff Program shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.

2. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.

3. The maximum amount of sick leave hours cashed out each calendar year at the employee's hourly rate is sixty (60) hours.

4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December.

5. Employees who have a minimum of seventy-six (76) hours of unused current year sick leave accrual, will automatically have all hours above seventy-six (76) hours to a maximum of ninety-six (96) hours of the current year's unused sick leave transferred to the employee's RHS account.

6. Employees may opt to receive cash payment for any hours of unused current year sick leave accrual between thirty-six (36) and seventy-six (76) hours or leave these hours in their sick leave bank.

7. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over in the sick leave bank.

8. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

E. Sick Leave Payoff Upon Retirement

Confidential unit employees who have completed over three (3) years of full-time salaried City service, other than by discharge, who retire directly from the City shall be paid for one-half (1/2) of all sick leave accrued to the time of such retirement at current compensation to a maximum of 400 hours. However, fifty percent (50%) of the hours eligible for cash out (maximum 200 hours) must be contributed to the employee's RHS Account.

F. Use of Sick Leave

1. Approval

   a) Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

   b) Employee's may use sick leave for medical, dental, and vision care appointments but are encouraged to schedule such appointments that are non-emergency or routine on regular days off when possible. When using sick leave for non-emergency medical, dental, and vision care appointments employees will provide as much advanced notice as possible to the supervisor and attempt to schedule the appointments at a time so as to be the least disruptive to the work operations i.e. at the beginning or end of the shift.

2. Physician's Certificate on Use of Sick Leave

   Management may require evidence in the form of a physician's certificate, or written statement, as to reason for any employee's absence of two (2) or more consecutive working days for which sick leave was requested. A failure to supply or provide said certificate or written statement shall be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. Physical Examination May be Required

   Any employee absent from work, due to illness or accident, may be required by management to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

G. Use of Sick Leave – Care of Immediate Family

1. No more than forty-eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.

2. The phrase "immediate family," for the use of sick leave, is defined under Bereavement Leave of this Article Five, as spouse, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

H. Temporary Disability

1. A City employee who is entitled to temporary disability indemnity under Division 4, Part 2, Ch 2 of the California Labor Code may elect to take

that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment to him/her of his/her full salary.

2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

I. Sick Leave Limitations

No employee shall be entitled to sick leave with pay while absent from duty on account of the following causes:

1. Disability arising from sickness or injury purposely self-inflicted or caused by any of his/her own willful misconduct.

2. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.

3. Disability or illness arising from compensated employment other than with the City of West Covina.

J. Sick Leave During Vacation

Sick leave shall not be used in lieu of or to extend vacation leave. However, an employee who becomes seriously ill on an approved vacation may contact his/her department head and request that sick leave be granted in lieu of vacation for the period of illness. Management has discretion in approving or disapproving such request.

K. Holiday During Sick Leave

Observed holidays occurring during sick leave shall not be deducted from employee's sick leave time.

L. Use of Sick Leave to Offset Disability Retirement

No employee shall use sick leave days to offset the date of disability retirement. The effective date of disability retirement shall be as soon as practicable after the City's physician has determined that the employee can no longer perform the duties of his/her or an alternate position.

M. One Time Cash Out

Employees may cash out, one time, up to $600 of sick leave/vacation time from their sick leave and/or vacation bank in addition to any existing cash-out options. This benefit expires on June 30, 2015.

V. WORK RELATED DISABILITY LEAVE

A. Injury/Illness Arising Out Of and In The Course of Job Duties

Whenever employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while so disabled, without loss of salary as provided below.

B. Temporary Disability Compensation

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose – for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.

3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

C. Salary Step Increases During Leave

Relative to unit employees, (1) promotion or step increases which would have come due during a disability leave shall take effect upon the day the employee returns to regular duties in accordance with existing rules; (2) holidays occurring during disability shall not be counted as disability leave days, but shall be considered as holidays for which time off has been utilized; and (3) vacation and sick leave benefits shall continue to accrue during periods of industrial disability leaves.

D. Review of Safety Committee

The first three (3) work days of absence of unit employees due to a disability shall be charged to the employee's usable accumulation of sick leave or other time off benefits; provided, however, that the Safety Committee or its sub-committee, upon request of the employee, shall review the circumstances of the injury. If the Safety Committee rules that the employee had no possible opportunity to prevent or reduce the injury through any alternative action, disability time off charged to the employee's time off benefits may be restored. Such restorations shall be limited to causes where no danger could have been anticipated or precautions and actions taken by the employee to prevent or reduce the injury. Appeal of Safety Committee determinations provided for in this section shall be made to the City Manager, whose decision shall be final.

VI. BEREAVEMENT LEAVE

Bereavement leave up to forty (40) hours per occurrence will be available to an employee in the event of the death of said employee's immediate family member, which is defined as a grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, sick leave may be used as approved by the Department Head. Evidence of proof may be requested.

VII. MILITARY LEAVE

A. State Military and Veteran's Code

Military leave with pay shall be granted in accordance with Section 395 of the State Military and Veteran's Code.

B. Inactive Military Service

1. Any unit employee who is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the City for a period not less than one year immediately prior to the day on which the absence begins shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service. All service of said public employee in the recognized military service shall be counted as City service.

3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full time officer or employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.

2. The amount of pay each such employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the Unites States for such service and the gross wages that said employee would have received from the City of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.

3. The City shall also provide continued health and dental benefits to the employees' dependents, provided that the dependents were covered for

those benefits prior to the employee being called to active duty. Further, contributions to deferred compensation from the Cafeteria Plan shall not be made during the time of activation.

4. The City shall not pay any wage or benefit provided for in this resolution until and unless the officer or employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

VIII. JURY DUTY

A. Jury Duty Policy

No deductions shall be made from the salary of an employee while on jury duty if he/she has waived or remitted to the City the fee for jury duty paid for hours the employee is scheduled to work. If he/she has not so waived or remitted the jury fee, he/she shall be paid only for the time actually worked in his/her regular position. An employee accepted for jury duty shall immediately notify management in writing whether or not he/she waives or remits his/her jury fee to the City.

B. Jury Fees Returned to the City

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of one hundred sixty (160) hours, paid leave for such purposes during any three (3) consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

IX. FAMILY CARE LEAVE

A. Birth or Adoption

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

B. Family Illness

Leaves due to serious health condition of a child, spouse or parent of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3

of the California Government Code. California law shall prevail unless preempted by federal law.

C. Use of Paid Leave

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee that is in conjunction with the birth of a child. Sick leave may only be used during the disability period or as provided under Personnel Rules. All employees on family care leave are entitled to return to the same or comparable position.

2. More specific details on the Family Medical Leave Policy is set forth in the City's Administrative Policy on the subject (dated 1/3/94 & 4/6/94) and as amended thereafter.

X. SPECIAL LEAVE OF ABSENCE WITH PAY

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six (6) months and subject to such conditions as the City Council may deem advisable. If temporary disability payments are paid to such employee during any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary. The aggregate of all such leave shall not be more than one (1) year.

XI. LEAVES OF ABSENCE WITHOUT PAY

A. Unauthorized Absence – Automatic Termination

Any employee absent from his/her job for more than two (2) working days without prior permission of the department head, shall be considered to have automatically terminated his/her employment with the City, unless such leave is extended as approved by management for mitigating circumstances.

B. Unauthorized Absence – Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

D. Leave of Absence Without Pay - Duration

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.

2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.

3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.

4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.

5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

E. Leave of Absence – Employee Injured on Job

The City Council may grant a leave of absence without pay for an indefinite period of time to any employee who is injured on the job, or has a serious illness even though the employee does not meet the one-year of continuous service requirements.

F. Accrual of Benefits

Leave of absence without pay granted by the City shall not be construed as a break in service of employment, and rights accrued at the time leave is granted shall be retained by the employee; however, vacation credits, sick leave credits, increases in salary and other similar benefits shall not accrue to a person granted such leave during the period of absence. An employee reinstated after leave of absence without pay shall receive the same step in the salary range he/she received when he/she began his/her leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the employee's salary anniversary date shall be set forward one month for each thirty (30) consecutive leave days taken.

XII. FAILURE TO RETURN FROM LEAVE

1. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service of that employee, unless such leave is extended as approved by management for mitigating circumstances.

2. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

ARTICLE SIX
GENERAL PROVISIONS

I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT

Except as specifically provided for in this Agreement or by mutual agreement in writing during the terms of this Agreement, the Association hereby agrees not to seek to negotiate or bargain with respect to any matters pertaining to rates, wages, hours, and terms and conditions of employment covered by this Memorandum of Understanding.

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City. This will include meeting and conferring regarding changes to the existing Layoff Policy.

II. EMERGENCY WAIVER PROVISIONS

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national or local emergency, or similar circumstances as determined by management, the provisions of this Memorandum of Understanding that restrict the City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, the Association shall have the right to meet with the City regarding the impact on employees of the suspension of these provisions in this Memorandum of Understanding.

III. SEVERABILITY PROVISION

A. MOU Remains in Full Force and Effect

Should any article, section, subsection, subdivision, sentence, clause, phrase or provision of this Memorandum of Understanding be found in conflict or inconsistent with such applicable provisions of Federal or State law or otherwise held to be invalid, unenforceable, inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding.

B. Successor Provision

In the event any provision shall have been found to be inoperative, void or invalid as aforementioned, the City and the Associations shall, upon the request of either party, meet and confer in an effort to agree upon a successor provision.

IV. PROVISIONS OF MEMORANDUM

A. Sole and Entire Memorandum of Understanding

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and

shall govern their entire relationship and/or any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

B. Personnel and Departmental Rules

1. It is understood and agreed that there exist within the City, in written form, Personnel and Departmental Rules.

2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereof, shall be in full force and effect.

3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Association regarding such changes.

4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Association as required.

V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING

The provisions of this Memorandum of Understanding can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the designated representatives of the City and the Association.

VI. RATIFICATION AND IMPLEMENTATION

A. ACKNOWLEDGEMENT

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications requested by each Association set forth in this Agreement and adopted by Resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City Council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by each Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Associations and entered into on this 17th day of February 2015.

D. **Term of Memorandum of Understanding**

The term of this Memorandum of Understanding shall be for a period of one (1) year, commencing on July 1, 2014 and terminating June 30, 2015 at 11:59 p.m.

PARTIES TO THE AGREEMENT

Confidential Employees Association

John Adams, Chief Negotiator

Confidential Employees' Association

Lydia de Zara, Representative
Confidential Employees Association

City of West Covina

Chris Freeland Deputy City Manager/Acting
Human Resources Director
City Manager/Finance Director

Bob Franco
Administrative Services Manager

APPENDIX "A"

CITY OF WEST COVINA
CONFIDENTIAL EMPLOYEE UNIT

The following are those classifications, which have been recognized by the City to be assigned to the Confidential Employee Unit:

JOB TITLES/CLASSIFICATIONS (EXEMPT – Not Eligible for Overtime)

Accountant
Criminal Justice Research Analyst I, II
Deputy City Clerk
Operations Analyst
Programmer Analyst I
Programmer Analyst II
Reprographics Supervisor
Revenue Services Supervisor
User Support Specialist

JOB TITLES/CLASSIFICATIONS (NON-EXEMPT – Eligible for Overtime)

Accounting Technician
Administrative Aide
Community TV Producer
Senior Administrative Assistant
(formerly Department Administrative Assistant)
Departmental Aide
Human Resources Technician
Purchasing Assistant
Administrative Assistant II
Executive Assistant to City Manager
Software Developer

NOTE: Exempt status will be determined according to FLSA if new positions are added to the Unit during the term of this contract.

Revised 11/2006

APPENDIX "B"
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA AND
THE WEST COVINA CONFIDENTIAL EMPLOYEES ASSOCIATION
REGARDING AGENCY SHOP FOR
WEST COVINA CONFIDENTIAL EMPLOYEES ASSOCIATION

I. PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of West Covina (hereinafter "City") and West Covina Confidential Employees Association (hereinafter "Association") as a mutual agreement regarding the procedures for the administration of any agency shop arrangement entered into by the parties as authorized by Government Code Section 3502.5 (Meyers-Milias-Brown Act).

II. PURPOSE

The City and the Association mutually understand and agree that all affected employees in the Confidential Units have the right to join or not join the Association. It is the purpose of this MOU to establish fair and equitable procedures for the determination of any agency shop arrangements that may be properly approved by the City employees in eligible job classifications in the unit represented by the Association and the City.

III. ASSOCIATION MEMBERS

Current employees in the Confidential Unit who are now Association members shall remain Association members for the period of this Agreement. Employees who are hired after this Agreement is approved by the City Council and who are in a job classification within the representation unit of the Association covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of the Association or pay to the Association a service fee; provided, however that the unit member may authorize payroll deduction for such fee. Excepted from the above are Confidential temporary, seasonal or hourly employees.

IV. DUES DEDUCTION

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

2. The City shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Finance Director in sufficient time to permit normal processing of the change or deduction.

3. The City shall not deduct monies specifically earmarked for any political action committee or any other political activities.

4. The Association shall be fully responsible for expending funds received under this Agreement consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

V. CONDITION OF CONTINUED EMPLOYMENT

1. The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by this Agreement to remain a member in good standing of the Association or to pay a service fee during the term of this Agreement shall constitute, generally, cause for termination.

2. Whenever a Unit member shall be delinquent in the payment of dues or fees, the Association shall give the Unit member written notice thereof and fifteen (15) calendar days to cure the delinquency; a copy of said notice shall be forwarded to the City's Human Resources Director and Finance Director. In the event the Unit member fails to cure said delinquency, the Association shall request, in writing, that the City initiate termination proceedings. The termination proceedings shall be governed by applicable laws and City's Personnel Rules.

VI. CONSCIENTIOUS OBJECTION

No Unit member shall be required to join the Association or to make a service fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with the Association to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following (1) United Way, (2) West Covina Community Services Foundation , or (3) Red Cross.

VII. ASSOCIATION RESPONSIBILITY – "HUDSON NOTICE"

The Association agrees to provide notice and maintain constitutionally acceptable procedures to enable non-member service fee payers to meaningfully challenge the propriety of the use of service fees as provided for in Chicago Teachers Union, Local No. 1, AFT, 311TM AFL-CIO et al. v. Hudson, 106 S.Ct. 1066 (1986). Such notice and procedures shall be provided to non-member service fee payers for each year that the agency shop agreement is in effect.

VIII. FINANCIAL REPORTING REQUIREMENTS OF THE ASSOCIATION

The Association shall keep an adequate itemized record of its financial transactions and shall make available annually to the City and, upon request to the employees who are members of the Association within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

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IX. INDEMNIFICATION

The Association agrees to defend, indemnify and hold harmless the City of West Covina and its officers and employees from any claim, loss, liability, suits or cause of action of any nature whatsoever arising out of the operation of this Agreement. The Associations indemnity and liability obligation is more fully set forth as follows:

1. The Association shall defend, indemnify and hold harmless the City of West Covina and its officers, managers, and employees from any claim, loss, liability, suits, cause of action of any nature or administrative proceeding arising out of the operation of this Agreement. Upon commencement of such legal action, administrative proceeding, or claim, the Association shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the City or its officers and employees because of any application of this Agreement shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of the Association shall not diminish the Associations defense and indemnification obligations under the Agreement.

2. The City, immediately upon receipt of notice of such claim, proceeding or legal action shall inform the Association of such action, provide the Association with all information, documents, and assistance necessary for Association defense or settlement of such action and fully cooperate with the Association in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by the Association.

3. The Association upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. The Association upon final order and judgment of a Court of competent jurisdiction awarding damage or costs to any employee, shall pay all sums owing under such order and judgment.

X. AGREEMENT RESCINDED BY VOTE OF EMPLOYEE

This Agency Shop Agreement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(b).

XI. EFFECT OF LEGISLATIVE OR JUDICIAL REVISION, REVERSAL OR INTERPRETATION

In the event that the agency fee provisions contained in Govt. Code Sec. 3502.5 are reinterpreted, revised or reversed by action of the California Legislature or by Judicial determinations pursuant to legal challenges, this Agreement shall be revised or nullified accordingly in whole or in part.