

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE REPRESENTATIVES OF
MANAGEMENT FOR THE CITY OF WEST COVINA
AND
WEST COVINA POLICE MANAGEMENT ASSOCIATION**

**EFFECTIVE
JULY 1, 2014 THROUGH JUNE 30, 2015**

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

PREAMBLE

In the interest of maintaining harmonious and stable relationships between the City of West Covina (hereinafter City) and employees represented by the West Covina Police Management Association, (hereinafter referred to as the "Association"), representatives of management for the City and representatives of the Association have met and conferred in good faith regarding wages, hours, fringe benefits, and other terms and conditions of employment for employees represented by the Association.

The representatives have reached an understanding as to recommendations to be made to the City Council for the City of West Covina and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will implement this agreement and provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment for the members of the Association effective July 1, 2014, (except as otherwise stated herein) and continuing through the term of the MOU through June 30, 2015.

THEREFORE, the representatives of the City and the Association agree as follows:

SECTION 1. SALARY PREAMBLE

In an effort to maintain competitive salaries, the City and the Association will cooperatively join in the process of developing new programs, determining new revenue sources, and ways of delivering services in a more cost effective manner. Participation by the employees shall play a significant role in achievement of productivity and program goals resulting in agreed upon periodic adjustments to salary.

SECTION 2. SALARY SCHEDULE

A. Effective Date of Step Increases and Extra Compensation

Effective the first day of the pay period, all increases and extra compensation shall be made effective at the start of the next regular pay period.

SECTION 3. SENIOR OFFICER PAY

In recognition of continuous sworn service, the City shall provide additional compensation for years of service as follows:

10 years of service:	2% of base salary
15 years of service:	3% of base salary
20 years of service:	4.5% of base salary
25 + years of service:	7% of base salary

In order to receive that aforementioned additional monthly compensation the Employee must demonstrate that the years of service were as a sworn police officer.

SECTION 4. PERS RETIREMENT BENEFITS

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

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. 3% at age 50 (West Covina Employees Hired Prior to December 19, 2012)

Unit members hired by the City of West Covina prior to December 19, 2012, shall participate in the PERS 3% at age 50 PERS retirement benefit plan. The City shall pay 100% of the PERS employer cost. Each employee shall pay the full employee cost of nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 50 formula shall be computed using the One-year Final Compensation Option (PERS Section 20024.2).

3% at age 55 (Classic PERS Members)

Unit members hired between December 19, 2012 and January 1, 2013, or having reciprocity with another PERS agency ("classic member") shall participate in the 3% 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 nine percent (9%). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3% at age 55 formula shall be computed based upon the average of their highest annual compensation earned over a three (3) year period (Government Code Section 20037).

2.7% at age 57 (New PERS Members)

Unit members classified as "new safety members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2.7% at age 57 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.

C. Additional Retirement Benefits:

In addition, the following benefits will remain in place for unit members, unless deemed ineligible by PERS under the Public Employees' Pension Reform Act of 2013.

- **4th Level Survivor Benefits**
Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.
- **Military Buy Back**

Military service credit as public service credit pursuant to Government Code Section 21024.

- **Post-Retirement Survivor Continuance**
Post-Retirement Survivor Continuance benefit pursuant to Government Code Sections 21263 and 21263.1.
- **Pre-Retirement Optional Settlement 2 Death Benefit**
Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.
- **Pre-Retirement Death Benefit After Remarriage of Survivor**
Pre-Retirement Death Benefit After Remarriage of Survivor pursuant to Government Code Section 21551.
- **Other PERS Benefits**
Any other PERS Benefit Programs that are provided to the West Covina Police Officers Association shall be provided to the Police Management Association.

SECTION 5. PARS SUPPLEMENTAL RETIREMENT PLAN

The City will replace the Employer Paid Member Contribution (EPMC) gross up amount that has been historically reported to CalPERS with a PARS Supplemental retirement plan. This supplemental plan will make the employees whole in consideration for the loss of the incremental stipend amount due to the "West Covina Plan" method of calculation no longer being allowable under CalPERS regulations.

The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on .89% of PERSable compensation. At the time of retirement, the employee can make a one-time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the .89% of compensation was disallowed by CalPERS in determining their retirement stipend.

Effective July 1, 2012, employees must be employed as a Police Management employee with the City of West Covina for a minimum of three (3) years to be eligible to receive this benefit.

The City retains the responsibility to fund this plan with actuarially determined contributions.

SECTION 6. DEFERRED COMPENSATION

Members of this association do not receive any deferred compensation benefit.

SECTION 7. CAFETERIA PLAN

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

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for the provision of medical insurance (\$122 per month for

2015). In addition, the City will contribute an additional amount for current bargaining unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

1. An amount that when added to the PEHMCA statutory minimum amount is up to the Kaiser Full Family premium rate. If an employee chooses a plan that is less than Kaiser Full Family premium rate (e.g., Blue Shield two party), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay for Blue shield two-party premium rate. If an employee chooses a plan that is more than Kaiser Full Family premium rate (e.g., PERS Care Family), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay Kaiser Full Family premium rate. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.
2. An employee who selects a single party plan with a monthly premium of less than \$600, will receive the difference between the amount of that premium and \$600 in cash. An employee who does not take the City's health insurance and can demonstrate that he/she has health insurance from another source will receive \$600.00 per month. Under either of these two scenarios, that amount can be received as cash, placed in the employee's deferred compensation account or used to purchase dental or vision insurance above the amounts provided through the cafeteria plan as described below.

B. Dental Insurance

In addition to the above amount for medical, the cafeteria amount shall also include up to \$53.28 monthly for dental insurance for member and eligible dependents. If the dental insurance plan chosen by the member is less than \$53.28, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than \$53.28 per month, the amount shall be \$53.28.

C. Vision Insurance

In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to \$40.04 monthly for vision insurance for member and eligible dependents. If the vision insurance plan chosen by the member is less than \$40.04, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than \$40.04 per month, the amount shall be \$40.04.

SECTION 8. RETIREE HEALTH BENEFIT

A. Health Insurance

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount for the provision of retiree medical insurance for all retirees in the bargaining unit.

In addition to the provision of the statutory minimum amount for all retirees, to comply

with PEHMCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

1. Tier 1 Employees:

For employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Police Department, when they retire from the City, each month the City will contribute up to nine hundred thirty-one dollars and twenty six cents (\$931.26) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

If the retiree chooses a plan that is less \$931.26, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum. If the retiree chooses a plan that is \$931.26 or more, the amount the City will contribute into the HRA per month will be \$931.26 minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, for employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Police Department, when they retire from the City, each month the City will contribute up to one thousand four dollars and eighty cents (\$1,004.80) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, if the retiree chooses a plan that is less \$1,004.80, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is \$1,004.80 or more, the amount the City will contribute into the HRA per month will be \$1,004.80 minus the PERS statutory minimum for that year.

Employees hired prior to July 1, 2012 with less than five years sworn service with the West Covina Police Department are not eligible for the retiree longevity stipend.

The term "employee", as it relates to Tier 1 health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 employees.

2. Tier 2 Employees:

Employees hired on or after July 1, 2012 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

SECTION 9. LIFE INSURANCE

A. Policies

1. The City shall provide all unit employees a term life insurance policy in the amount of \$100,000 and an additional insurance benefit of \$100,000 life insurance if killed in the line of duty.

B. Retired Employee Term Life Insurance

1. The City shall provide all unit employees who retire from the City a term life insurance in the amount of ten thousand (\$10,000) dollars.
2. It is understood there shall be no reduction in benefits based on age.

SECTION 10. UNIFORM ALLOWANCE

A. Purpose

The City shall provide an annual uniform and maintenance allowance for all unit employees. The uniform allowance is for the purpose of maintaining and cleaning required uniforms due to normal wear and to purchase and maintain non-safety equipment as required by Police Management.

B. Allowance and Payment

1. The annual uniform and maintenance allowance shall be one thousand dollars (\$1,000) per year and the annual payment will be made in January of each calendar year.
2. If a unit employee receiving such payment terminates during the course of that year, the uniform allowance will be prorated for those months served and the unearned balance will be deducted from the final paycheck for that employee.

SECTION 11. EDUCATION INCENTIVE

Unit employees shall be eligible for the following educational incentives following the month in which the degree or certificate is obtained.

- A. **Associate of Arts Degree or equivalent (60 semester or 90 quarter units):**
All eligible employees will receive 2% of base salary.
- B. **Advance POST:**
All eligible employees will receive 2% of base salary.
- C. **Associate of Arts Degree or equivalent plus Advanced POST Certificate:**
All eligible employees will receive 4% of base salary.
- D. **Bachelor's Degree:**
All eligible employees will receive 4% of base salary.
- E. **Bachelor's Degree plus Advanced POST Certificate:**
All eligible employees will receive 6% of base salary.
- F. **Master's Degree:**
All eligible employees will receive 4% of base salary.
- G. **Master's Degree plus Advanced POST Certificate:**
All eligible employees will receive 8% of base salary.

SECTION 12. TUITION REIMBURSEMENT

A. Maximum Reimbursement

Unit employees' tuition reimbursement (including books) shall be paid up to the equivalent of yearly costs for seven (7) units of the California State University Los Angeles (CSULA) cost.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program is set forth in the City's Administrative Policy approved on August 13, 1992, and amended thereafter.

SECTION 13. HOURS OF WORK

Daily hours of work or shifts of employees within departments shall be assigned by the Chief of Police as required to meet the operational requirements of the department. The City has established different work schedules to correspond with FLSA guidelines as follows:

- A. Lieutenants assigned to the Patrol Division shall work a 28-day work period (7(k) exemption to the FLSA) on a 3/12.50 work schedule. Salary is based upon a 37.5-hour workweek with the condition that at the end of the month the employee will owe the City 10 hours to be reconciled in the form of a scheduled payback.
- B. All other non-patrol police management employees are assigned to a 4/10 work schedule that begins on Saturday at 12:00 A.M. and ends on Friday at 11:59 P.M.

SECTION 14. OVERTIME

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by the department head, payment will be time and one-half for all hours worked in excess of the normal daily work shift for Police Lieutenants only. Vacation, sick leave, holidays, jury duty and compensatory time off shall be considered hours worked.

SECTION 15. COMPENSATORY TIME

Subject to approval of the Chief of Police, all overtime worked by Lieutenants may be credited as compensatory time at time and one half. In the absence of approval of the Chief of Police, the maximum amount of compensatory time which may be accumulated by any one employee shall be one hundred (120) hours. Upon request and after approval of the Chief of Police the one hundred twenty (120) hours accumulation may be increased

SECTION 16. VACATION

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

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

Months of Service	Hours Earned Per Pay Period	Hours Earned Per Month	Maximum Accruals
1 – 60*	3.08	6.67	320
61 – 108	4.62	10.00	360
109 – 120	4.92	10.67	368
121 – 132	5.23	11.33	376
133 – 144	5.54	12.00	384
145 – 156	5.85	12.67	392
157 +	6.15	13.33	400

*After completion of 60 months of service, forty (40) additional hours vacation shall be granted.

A. 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.

B. Vacation Accrual for Holidays

If a holiday falls within a scheduled vacation period, eight additional hours of vacation shall be granted.

C. Payment for Unused Vacation

1. 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 time on the effective date of termination.
2. 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 40 hours in any one calendar year, except as otherwise provided herein.

D. Advance Payment of Vacation

Any employee who is authorized to take 40 or more hours of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The application must be approved by the employee's Department Head and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested. In cases of extreme emergency where the employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved by, the Department Head, and Finance Director.

E. Payment-in-lieu of Vacation

Employees with less than five years of City service may receive payment in lieu of up to 80 hours of accumulated vacation time in any calendar year upon filing a written request with the Finance Department at least five days prior to requested date of issuance of the check, upon approval of department head. Employees with five or more years of service may receive payment in lieu of up to 120 hours.

SECTION 17. POLICE MANAGEMENT AND ADMINISTRATIVE LEAVE

- A.** Police Management Leave Time for Lieutenants: Effective January 1 of each year, Lieutenants will receive 36 hours of police management leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused police management leave. Any unused leave will expire at the end of each calendar year.

Lieutenants will also be considered for additional Police Management Leave, based on the member's annual vacation accrual, as may be granted by the Police Chief in his or her

discretion. Such additional leave, if granted, may be up to twenty-five percent (25%) of the employee's annual earned vacation hours as of January 1 of each year.

- B. Administrative Leave for Captains:** Effective January 1 of each year, Captains will receive 84 hours of Administrative Leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused Administrative leave. Any unused leave will expire at the end of each calendar year.

Captains will also be considered for additional Administrative Leave, based on the member's annual vacation accrual, as may be granted by the Police Chief in his or her discretion. Such additional leave, if granted, may be up to twenty-five percent (25%) of the employee's annual earned vacation hours as of January 1 of each year.

SECTION 18. SICK LEAVE

To aid in reducing illness, the parties shall work in unison to educate and emphasize to employee members the importance of proper diet, sleep, exercise and other pertinent practices in maintaining a healthy condition.

A. Allowance/Accumulation

City employees shall accrue 96 hours of sick leave per year. 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 calendar month of service in which the employee has worked or has been paid for more than two-thirds (2/3) of the actual number of working days of such month, he/she shall be allowed eight hours of credit for sick leave with pay. Sick leave may be used by new employees following thirty calendar days of employment. Unused sick leave may be accumulated without limit.

B. Use of Sick Leave

No more than 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, and not more than 48 hours of sick leave within any calendar year may be granted to an employee each absence due to death of his/her immediate family. The phrase "immediate family" is defined as the husband, wife, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, and a grandparent or grandchild, if residing within the home or within the same place of residence of the employee.

C. Reinstatement of Sick Leave

Upon reemployment, an employee who was terminated due to layoff will have sick leave time reinstated in that amount accumulated at the time of layoff 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 the calendar year that shall begin on the 25th biweekly pay period of each year through the 24th biweekly pay period of the following year for purposes of this provision. The specific dates between these pay periods vary from year to year and shall be provided to the employees in November of each year for the following year.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours.
3. Each employee must carry over to a sick leave "bank" a minimum of 36 current year unused hours per year in December, and may request cash payment for any hours above 36 current year unused hours or may add it to the sick leave bank.
4. The sick leave payoff shall be based upon the pay rate of the employee as of the cut off date of the above defined sick leave calendar year.
5. If 36 hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. Employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.
7. The current payoff programs at termination or retirement, as detailed in the Personnel Rules, remain unchanged.

E. One time Cash Out of Vacation or Sick Leave in 2014/2015 Fiscal Year

Employees may, on a one-time basis, prior to June 30, 2015, cash out up to 100 hours of unused sick leave or vacation time, from their existing sick leave or vacation bank, in addition to other cash out options set forth elsewhere in this agreement.

F. Sick Leave Pay-Off Upon Termination

Employees upon termination of continuous service, other than by discharge, shall be paid for one-third of all sick leave accrued to the time of such termination, to a maximum of 400 hours.

G. Physician's Certificate on Use of Sick Leave

The Department Head may require evidence in the form of a physician's certificate, or written statement, as to adequacy of 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.

H. Physical Examination

Any employee absent from work for a period of three (3) or more consecutive working days, due to illness or accident, may be required 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.

SECTION 19. HOLIDAYS

A. Fixed Holidays

The City will recognize the following days as official City fixed holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

B. Observation of Saturday and Sunday Holidays

For those employees whose normal work week is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day observed.

C. Holiday Accrual on Flex Day Off or Work day

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to straight time compensation for the holiday. This compensation can be taken either as compensatory time or pay, at the discretion of the employee. When a holiday falls on a regularly scheduled work day, employees assigned to Patrol shall accrue eight hours of holiday time in addition to being paid for time worked.

D. Floating Holidays – Police Lieutenant Assigned to Patrol Only

1. Only Police Lieutenants assigned to patrol duty will exchange twenty four (24) hours of floating holiday time for twenty four hours of Holiday Leave Time.
2. The Patrol Lieutenant's holidays shall coincide with sworn shift employee's holidays.
3. This means only Police Lieutenants assigned to patrol duty will have ninety six (96) hours of Holiday Time and sixteen (16) hours of Floating Holiday time.
4. All other police management employees shall continue to have forty hours of Floating Holiday time and seventy two (72) hours of Holiday Time.

E. Personal/Floating Holidays

Employees are entitled to 50 hours per calendar year as personal leave time, which is usable subject to the approval of the department head or designated authority. Personal leave becomes usable on January 1 of each calendar year and must be used by December 31 of the same calendar year. Personal leave may not be carried over into the next calendar year nor may the hourly equivalent be paid in lieu of time off.

SECTION 20. BEREAVEMENT LEAVE

Bereavement - 40 hours of said leave per calendar year will be available to an employee in the event of the death of said employee's grandparent, parent, spouse, child, stepchild, brother, or sister. The program is supplemental to the current sick leave program.

SECTION 21. CALLBACK

When Police Lieutenants are required to return to work, the City agrees to pay a minimum of two hours at time and one-half, and time and one-half on an hour for hour basis for each hour thereafter. Employees required to work on a callback basis may elect to accrue an equivalent amount of compensating time off in lieu of paid time.

SECTION 22. CALL BACK, COURT "ON CALL" AND COURT CALL BACK

Under this section, only Lieutenants are eligible for this benefit.

A. Call-Back – "Non Court Time"

1. 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.
2. 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. Court "On-Call"

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

C. Court Call-Back

1. Court Call-Back Time shall be defined as non-contiguous work hours 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.
2. Court call-back time shall be for time spent pursuant to a subpoena to appear in the performance of the unit employee's duty.

SECTION 23. COMPENSATION – CALL-BACK, COURT "ON-CALL" AND COURT CALL- BACK

Under this section, only Lieutenants are eligible for this benefit.

A. Call-Back Compensation

Unit employee shall be paid at time and one half (1 ½) with a two (2) hour minimum for all-back time, which fall within their normal off duty period.

B. Court "On-Call" – Compensation

1. For each court day a unit employee is placed on "on-call" by the Courts, the City shall pay the eligible employee one hundred fifty (\$150) dollars per court day, provided such "on-call" occurs beyond the employee's regular assigned work shift.
2. The one hundred and fifty dollars (\$150) payment will be the maximum paid to any sworn unit employee for all "on-call" assignments per court day, except when additional compensation is authorized by the Police Chief.

C. Call-Back Court Time Compensation

1. Time spent in court by a unit employee beyond their regular scheduled work shift will be paid at time and one half (1 ½) of their regular hourly rate of pay with a minimum guarantee of three (3) hours.
2. The minimum guarantee for call-back court time shall be four (4) hours.
3. If the minimum guaranteed hours carries into the unit employee's scheduled work hours, overtime will be paid for the time up to the start of the scheduled work period of the unit employee.

Example: Police Officer Smith is subpoenaed to appear in court at 1200 hours and is scheduled to start work at 1430 hours. Officer Smith would be eligible for overtime compensation of two and one half (2 ½) hours of overtime at time and one half of his regular hourly rate of pay.

SECTION 24. VEHICLE ASSIGNMENT

Police Captains shall be assigned vehicles at the discretion of the Chief of Police.

SECTION 25. DISABILITY DISCRIMINATION

- A.** The City's policy shall be to make such efforts as are consistent with federal and state laws to place physically or mentally disabled employees in such positions that can be made available in the City service where their disabilities will not affect the performance of their duties. This policy will extend to all terms, conditions and privileges of employment.

The Americans with Disabilities Act (ADA) requires accommodation for individuals on a case by case basis. Prior to the City providing an accommodation, which would be contrary to negotiated agreements, the City shall provide written notice of intent to disregard provisions and shall meet and confer over options prior to implementation.

The City has a legal obligation to meet with individual employees as necessary to discuss

possible accommodation before any adjustments are made to working conditions. The Association shall be notified prior to the implementation of proposed accommodations by the City, which affects an employee or group of employees within their respective bargaining unit. Accommodations provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

- B. No employee shall hold any position in a class where such individual poses a risk to the health or safety of the individual or others.

SECTION 26. GRIEVANCE PROCEDURE

Refer to Personnel Rule XV, Grievance and Complaint Procedure, Sections 15.1-15.6.

SECTION 27. EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this MOU does not in any manner abridge, modify or restrict the rights and prerogatives of employees and the City as set forth in Chapter 2 of the West Covina Municipal Code. It is understood that said rights and prerogatives of the City include, but are not limited to, determinations as to the levels of service, manning requirements, work schedules, transfers, overtime assignments and approval, number and location of work stations, nature of work to be performed, contracting for any work or operations, employee performance standards, discipline and discharge, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable, in the performance of City services. It is further agreed that the City agrees to meet and confer with the recognized bargaining representatives regarding the impact of such management decisions on matters within the scope of representation.

SECTION 28. OTHER PROVISIONS NOT COVERED HERE

It is understood that all other items relating to employee salaries and benefits not covered in this MOU, are covered by existing ordinances, resolutions, and policies of the City Council, as well as the Personnel Rules and Regulations presently in effect.

SECTION 29. MASTER MOU

Both the Association and the City agreed that this agreement represents the Master Memorandum of Understanding.

SECTION 30. NOTICE OF FUTURE MEET AND CONFER

If the Association desires to meet and confer with representatives of the City of West Covina concerning improvements or changes in wages, hours, or other conditions of employment for the employees represented by the Association which would take effect on or after July 1, 2015, the Association shall serve upon the City Manager a written request to meet and confer no later than March 1, 2015. Said request shall contain all of the changes in wages, hours, and conditions of employment proposed by the Association to take effect on or after July 1, 2015.

SECTION 31. SEVERABILITY

It is understood and agreed that this MOU is subject to all present and future federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

SECTION 32. 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 represented by the Association set forth in this Agreement and adopted in the form of a 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 the Association.

C. Ratification

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

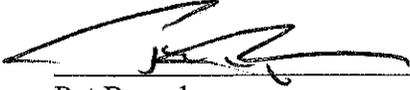
D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for the period commencing on July 1, 2014 and terminating after June 30, 2015.

PARTIES TO THE AGREEMENT

West Covina Police Management Association

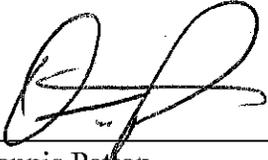
City Of West Covina



Pat Benschop
President
Police Management Association



Chris Freeland
Deputy City Manager/
Acting Human Resources Director



Dennis Patton
Vice President
Police Management Association



Bob Franco
Administrative Services Manager