

MEMORANDUM OF UNDERSTANDING

BETWEEN

REPRESENTATIVES OF

MANAGEMENT FOR THE CITY OF WEST COVINA

AND

**WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F.,
LOCAL 3226**

JULY 1, 2012 THROUGH JUNE 30, 2014

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF
MANAGEMENT FOR THE CITY OF WEST COVINA
AND WEST COVINA FIREFIGHTERS' ASSOCIATION
LOCAL #3226, I.A.F.F., AFL-CIO-CLC**

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 Firefighters' 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 provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained in these joint recommendations.

SECTION 1. RECOGNITION/REPRESENTATION UNIT

The City hereby recognizes the West Covina Firefighters' Association Local #3226, I.A.F.F., for the term of the Memorandum of Understanding, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit which consists of Firefighters, Firefighter/Paramedics, Engineers, and Captains, subject to the right of an employee to represent himself/herself. The recognition requirements of Rule XVI, Section 16.3 of the Personnel Rules, City of West Covina, are waived for the term of this Memorandum.

It is further agreed that during the term of this Memorandum of Understanding, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

SECTION 2. SCOPE AND PREVAILING RIGHTS

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

A. Employee and Employer Rights

The parties hereto agree that except as stated herein, this agreement does not in any manner abridge, modify or restrict the rights and prerogatives of

the employees and the City as set forth in the West Covina Municipal Code. It is understood that these rights and prerogatives of the City include but are not limited to determinations as to levels of service, manning requirements, work schedules, overtime assignments and approval, number and location of work stations, nature of work performed, contracting for any work for operations, employee performance standards, including but not limited to quality and quantity standards 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 Association regarding the impact of such management decisions on matters within the scope of representation.

B. Maintenance of Benefits

All rights and privileges and working conditions within the scope of representation in effect at the time of the signing of the agreement and not changed herein, in addition to all rights, privileges and working conditions provided for in the current Memorandum of Understanding, shall remain in full force and effect during the term of this agreement unless changed subsequent to completion of required meet and confer process.

C. Contracting

Should the City consider contracting out any bargaining unit work, it shall notify the Association of its intent for such work and meet and confer in good faith prior to the implementation if it impacts wages, benefits or conditions of employment. Absent such impacts, management shall be provided discretion in entering into agreements with other agencies.

SECTION 3. TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in full force and effect from the date of approval by the City Council through midnight June 30, 2014. Terms and conditions of the Memorandum of Understanding shall continue, unless changed, by completion of the meet and confer process.

SECTION 4. STATE AND FEDERAL OBLIGATIONS, SEPARABILITY

A. State and Federal Obligations

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

B. Separability

If any provision of this Memorandum or the application of this Memorandum should be rendered or declared invalid by any court action or by reason of any existing, pending, or subsequently enacted legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect, and the parties shall meet and confer with regard to replacement or modification of the invalidated portions and the impact of the invalidation on the bargaining unit.

SECTION 5. SALARY ADJUSTMENTS

A. Preamble

In an effort to achieve salaries, which are competitive in the market, the City and the Association agree to work cooperatively to determine sources of additional revenue, areas of cost savings, and new methods of providing quality services to the community. Participation by the employees shall play a significant role in achieving departmental goals and maintaining a high level of productivity.

B. Salary Administration – 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.

SECTION 6. FLSA CREDIT

When an employee represented by the Association, during said employee's regular working hours, is engaged in jury duty (up to seven work days), special assignment and/or level I and level II training, the hours worked shall be considered as compensatory time worked under the Fair Labor and Standards Act. Special Assignments shall be those that benefit the department and/or the City and are authorized by the Fire Chief and shall include, but not be limited to, the following:

- A. Public Education
- B. Committee Assignments
- C. Video Team
- D. Negotiations

Leave time, with the exception of sick leave, considered compensable under FLSA shall include:

- A. Vacation Leave
- B. Comp Time Used
- C. Holiday Leave

SECTION 7. RETIREMENT

Public Employees' Retirement System - The City's contract with the State of California Public Employees' Retirement System shall provide the following:

- A. Fourth Level of 1959 Survivor Benefits (Section 21574)
- B. Credit for unused sick leave. (Section 20862.8)
- C. Three percent (3%) at age fifty (50) formula. (Section 21362.2)
- D. The retirement formula for all new hires shall be the three percent (3%) at age fifty-five (55) formula. (Government Code Section 21363.1)
- E. One-half (1/2) pay continuance. (Section 21263) (Post Retirement Survivor)
- F. One year final Compensation. (Section 21367.53)
- G. As soon as practicable in September 2014, retirement benefits for all new employees hired on or after the effective date of the PERS contract amendment shall be computed using the Three Year Average Final Compensation Option pursuant to Government Code Section 20037.
- H. Retiree death benefit \$600 dollars. (Section 21367.53)
- I. PERS member contribution. Effective the first day of the pay period beginning on or after July 1, 2012, the Employee shall pay the normal members contribution (9% of salary) required under the Public Employees' Retirement System.
- J. Military service credit as public service. (Section 21024)
- K. Continuation of Pre-Retirement Death Benefits After Remarriage Of Survivor. (Section 21551)
- L. Pre-Retirement Optional Settlement 2 Death Benefit. (Section 21548)

SECTION 8. CAFETERIA PLAN

Effective July 1, 2012, 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 (PEHMCA) the City will contribute the statutory minimum amount (\$115 in 2013 and a yet undetermined amount for 2014) for the provision of medical insurance. In addition, the City will contribute an additional amounts for current bargaining unit members into a cafeteria plan in accordance with IRS Code section 125. Those additional amounts will

be as follows:

- 1) **Health Insurance:** 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. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.

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.

- 2) **Dental Insurance:** In addition to the above amount, the cafeteria amount shall also include up to \$30.00 monthly for dental insurance. If the dental insurance plan chosen by the member is less than \$30.00, 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 \$30.00, per month, the amount shall be \$30.00
- 3) **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. 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 9. RETIREE HEALTH SAVINGS PLAN (RHS)

- A. Employees will contribute \$50 per month to the RHS Plan.
- B. The RHS Plan will be subject to regulatory and provider regulations.

SECTION 10. RETIREE 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 (\$115 in 2013 and a yet undetermined amount for 2014) 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 Fire 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. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance

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. 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 Fire 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 money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. 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. 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. 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. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

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

2) Tier 2 Employees: Employees hired on or after July 1, 2012 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 11. RETIREE LIFE INSURANCE

The City shall authorize the classes represented by the Association, who retire from the City to purchase life insurance through the City's plan, if permissible. The City shall contribute up to sixty-six dollars (\$66) per year to offset the premium for the minimum ten thousand dollar (\$10,000) policy for each such employee for the remainder of their retirement.

SECTION 12. PERS EMPLOYEE CONTRIBUTION

The Employee shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System.

SECTION 13. SUPPLEMENTAL RETIREMENT PLAN

The City will provide to those employees in the Firefighters' unit who concurrently retire from the City and Cal PERS, a supplemental retirement plan that will provide a benefit based on 0.89% of PERSable compensation.

1. The age and years of service factors utilized by PERS will be multiplied by 0.89% of their single highest year PERSable compensation to determine this benefit value.
2. This benefit will be paid monthly and will include a 2% cost of living adjustment each year during the life of the retiree.
3. At the time of retirement, employees can make a one-time election to receive either the ongoing monthly stipends or a lump sum payment based on the

present value of those annual stipends. Ongoing stipends that have an actuarially determined net present value of less than \$5,000 will automatically receive the lump sum distribution.

4. Employees must have at least one year of full-time employment with the City of West Covina to qualify for this benefit. Employees must be vested in CalPERS (minimum of 5 years) to qualify for this benefit.
5. Employees hired on or after July 1, 2012, will not receive the benefits provided in this Section.

SECTION 14. UNIFORM ALLOWANCE

The City shall provide a uniform allowance of \$750 per year to each employee. The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) as Uniform Allowance for the purchase, rental and/or maintenance of the required uniforms.

SECTION 15. FIRE SERVICE SENIORITY PAY

In recognition of sworn service the City shall provide all sworn fire personnel covered by this agreement 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

All sworn fire personnel covered by this agreement shall include years of service from other full time paid fire suppression positions with a comparable fire agency in determining eligibility. A maximum of 5 years from comparable fire agencies shall be allowed.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(1) as Longevity Pay.

SECTION 16. EDUCATIONAL INCENTIVE

Employees represented by the Association shall be eligible for the following educational incentives in the month following the month in which the degree is obtained. If incentive pay is based on units a grade of "C" or above must be achieved, courses taken on a pass/fail grading system are acceptable as long as the eligible employee passes the course. If education pay is based on a completed degree the GPA is not considered.

Associate of Arts Degree or equivalent (60 semester or 90 quarter units):
Firefighter \$135 per month

Fire Engineer	\$145 per month
Fire Captain	\$168 per month

Associate of Arts Degree or equivalent (60 semester or 90 quarter units) plus State Firefighter II Certificate:

Firefighter	\$270 per month
Fire Engineer	\$290 per month
Fire Captain	\$335 per month

Bachelor's Degree	:
Firefighter	\$235 per month
Fire Engineer	\$245 per month
Fire Captain	\$268 per month

Bachelor's Degree plus State Firefighter II Certificate:

Firefighter	\$370 per month
Fire Engineer	\$390 per month
Fire Captain	\$435 per month

Master's Degree:

Firefighter	\$335 per month
Fire Engineer	\$345 per month
Fire Captain	\$368 per month

Master's Degree plus State Firefighter II Certificate:

Firefighter	\$470 per month
Fire Engineer	\$490 per month
Fire Captain	\$535 per month

In order for an employee to be eligible for an educational incentive pay increase for their Bachelor's or Master's Degree, said degree must be from an accredited institution and be in a field that supports the employee's job related responsibilities or has value to the organization (Department and/or City). An employee's Associates of Arts Degrees or equivalent college units will qualify the employee for educational incentive pay if the degree or college units are meeting general education requirements, support job related responsibilities or have value to the organization. Employees currently receiving educational pay for their degrees will continue to receive educational incentive pay under the new educational incentive pay program, subject only to proof that their degree is from an accredited institution.

The parties agree that to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) as Educational Incentive.

SECTION 17. TUITION REIMBURSEMENT PROGRAM

- A.** Unit employee's maximum tuition reimbursement (including books) shall be six hundred and eighty six dollars (\$686) per fiscal year.
- B.** The specific details of the Tuition Reimbursement Program is set forth in Administrative Policy approved on August 13, 1992, and amended thereafter.

SECTION 18. BILINGUAL PAY

Employees with bilingual skills shall receive one hundred dollars (\$100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Fire Chief and have been certified by Human Resources. The Fire Chief shall determine the language skills necessary to effectively conduct fire business and activities with the citizens of the community, subject to approval of the City Manager. Human Resources shall certify, through testing, that the employee has a basic fundamental conversational skill level. Only one (1) allowance will be paid to an employee regardless of the number of certified languages.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as Bilingual Premium.

SECTION 19. SPECIAL PAY

A. Emergency Medical Technician Pay

- 1. Engineers and Captains shall receive four percent (4%) above base salary for maintaining a current and valid EMT-P certification.
- 2. All classifications in this unit not receiving pay for maintaining his/her EMT-P certification, shall receive two percent (2%) above base salary for maintaining his/her current and valid EMT-I certificate.
The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as an educational premium.

B. Fire Investigator Pay

- 1. Certified Level I, Fire Investigators shall receive one hundred dollars (\$100) per month.
- 2. Certified Level II, Fire Investigators shall receive two hundred and fifty dollars (\$250) per month.
- 3. The Fire Chief shall determine the number of positions eligible for

Fire Investigator Pay.

The parties agree that this is special compensation and shall be reported as such, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(4) as a fire investigator premium.

SECTION 20. MILEAGE AND EXPENSE REIMBURSEMENT

The City shall reimburse for mileage and expenses incurred during the course of City business consistent with the provisions of the City-wide Travel and Expense Reimbursement Policy. The mileage reimbursement rate shall be the rate set forth by the IRS.

SECTION 21. MINIMUM STAFFING POLICY

The City will maintain a minimum staffing of Companies and Units as follows:

- A. Three-person engine companies (1 Captain, 1 Engineer, 1 Firefighter/ Paramedic)
- B. One (1) four-person truck company (1 Captain, 1 Engineer, 1 Firefighter and 1 Firefighter/Paramedic or 1 Captain, 1 Engineer, and 2 Firefighter/Paramedics). The City reserves the right to change the herein minimum staffing level as set forth in this subsection "B".
- C. Three (3) two-person paramedic rescue ambulances (2 Firefighters/Paramedics).

SECTION 22. ACTING TEMPORARY AND RANK FOR RANK COVERAGE

Acting temporary and rank for rank coverage provisions shall be used only in the event of short time, temporary absences, i.e. Company Officer training meetings.

SECTION 23. JURY DUTY

Personnel Rules X, Section 10.27, Jury Duty, Witness Leave shall be changed according to the following: Number 3: The City will grant an employee required to serve on jury duty or to report for examination to serve on jury duty one time for a maximum of 160 hours paid leave for such purposes during any three consecutive years of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City.

SECTION 24. USE OF FACILITIES

Official Association meetings involving Association members may be held in City facilities upon prior approval of City management and the meetings shall be private.

SECTION 25. SICK LEAVE

Use of leave for reasons of illness or injury shall be administered in accordance with City Personnel Rule X, Section 10.21, except as noted by exception as follows:

A. Allowance/Accumulation

Fire Department employees working on the platoon system shall accrue sick leave under the same conditions as general City employees and at the same rate using the 1:1.5 ratio factors.

B. Sick Leave Notification

Employees shall make notification to the appropriate on duty Captain between 1700 hours and 0700 hours prior to a scheduled shift day. Sick leave call in before 1700 hours on a day prior to an employee's scheduled work date must be made by the employee by telephone to the on-duty Assistant Fire Chief. When calling in sick, call your station first. If your station is not in quarters, then call Station 2.

C. Physician Documentation

To qualify for sick leave pay, an employee shall report any illness or disability to their on duty Captain or Assistant Fire Chief as indicated in Section B. If an employee is required to use sick leave for a period exceeding two (2) consecutive 24-hour shift days, a physician's statement **may** be required to confirm the employee's absence from work and/or their ability to continue work. Such statement shall describe the reason for the absence and, if appropriate, an expected date for the return of the employee to work. A physician's report may also be required to verify any absence of an employee due to an illness or disability of the employee's immediate family.

Proof of medical treatment may be required after absence due to illness or injury for periods extending three (3) non-consecutive shifts per calendar year. If documentation is to be required it will be requested before or during the time of the second normal shift day that the employee would have been working. If absence has been due to an off duty injury that prohibits return to full duty, the City reserves the right to require an evaluation by the City's occupational physician at the City's expense.

D. Sick Leave Recuperation

Sick leave is provided for the purpose of recuperating from illness or injury. Participation in other work or recreational activities is not considered appropriate use of sick leave time. Employees may be contacted at any time while on sick leave to secure an update on health status unless on extended sick leave or where regular contact is deemed impractical or unnecessary due to a physician's statement or other approved documentation.

E. Immediate Family

No more than three shifts for fire platoon employees 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 three shifts for fire platoon employees of sick leave within any calendar year may be granted to an employee for each absence due to death of his/her immediate family. The phrase "immediate family" is construed to mean the grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, or sister.

F. Sick Leave Annual Payoff Program

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

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is eighty (80) hours.
3. Each employee must carry over to a sick leave "bank" a minimum of sixty four (64) current year unused hours in December, and may request cash payment for any hours above sixty four (64) current year unused hours or may add it to the sick leave bank.
4. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
5. If sixty four (64) 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. To qualify for this program, employees shall not be allowed to change sick leave to other forms of paid leave.

G. Sick Leave on Termination

Employees upon termination of continuous service, other than by

discharge, shall be paid for 50 percent of all sick leave accrued between 480 hours and 1200 hours. The maximum total payoff would be the equivalent of 360 hours at full pay.

SECTION 26. BEREAVEMENT LEAVE

Personnel Rules X, Section 10.25, as they relate to fire unit members, shall be amended according to the following: Three shifts of said leave per occurrence will be available to a fire platoon shift employee in the event of the death of said employee's grandparent, parent, spouse, in-laws, child, stepchild, grandchild, brother, or sister. If additional bereavement leave is necessary, a department head must approve it. This leave is supplemental to the current sick leave program.

SECTION 27. HOLIDAYS

Holidays shall be granted on the basis of one holiday (12 hours) per month with no specific date designated to all classifications represented by this Memorandum. On an annual basis, employees can elect to take said time as follows:

- A. Holiday Pay = 12 hours (per month)
- B. Holiday Leave Time (Comp) = 8 hours (per month)

Election must be made by December 1st of the previous calendar year. See attached Appendix 1 Holiday Leave Time/Holiday Pay Request Form. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check.

SECTION 28. MINIMUM CALLBACK

Approved overtime for Fire Department employees entitled to it shall include only hours worked when employees are requested or required to return to work by their department from off duty, provided however, that such employees shall receive a minimum of three hours pay for hours worked of three hours or less.

SECTION 29. REQUIRED HOLD OVER AND CALLBACK

The City reaffirms its right to require - on a mandatory basis - the hold over of employees or to the calling of employees back to work during their off-duty time when conditions necessitate, as determined by the Department Head.

SECTION 30. EDUCATIONAL LEAVE

When assigned by the Fire Chief, employees may be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade the individual's skills and professional ability.

Training activities are to be organized in the following categories for the purpose of administration and Compensation:

LEVEL I - Activities that the Department requires individuals to attend and are necessary for the employee to do his/her job.

The Department will pay registration, per diem, mileage, lodging, and coverage for the individual's position consistent with the appropriate City policy. Overtime will be paid if the individual is off duty while attending. If the individual is on duty they shall return to scheduled duty after the activity is over. When individuals attend multi-day programs that are out of the local area they will be covered on scheduled workdays and given overtime for the amount of actual hours conducting Department related activities. One 24 hour shift of work missed equals two nine (9) hour days of training.

LEVEL II - Activities either published by the Department or those that are initiated by the employee without being suggested by the Department.

Attendance requires approval of the Fire Chief. Administered the same as Level I with the exception that the individual will not receive overtime pay and if related to Association business only coverage is provided.

LEVEL III - Classes and work-related seminars that the individual requests and college-level courses that the individual attends.

The Department will reimburse tuition or registration fees similar to those for the Tuition Reimbursement Program in the case of classes or seminars that are not eligible for reimbursement under the City's Tuition Reimbursement Program with the approval of the Fire Chief.

SECTION 31. TRANSFER AND BID SYSTEM

Introduction: The following Transfer and Bid System program will remain in effect during the term of this MOU. If problems occur during the term of the MOU, the City and the Association will meet to look at alternative approaches to resolve those problems. If the problems cannot be worked out to the satisfaction of both parties, the City will revert back to its previously effective Transfer and Rotation programs.

- A. There shall be two types of transfers:
 - 1. Employee Requested
 - 2. City Initiated

- B. Open Position Transfer:
 - 1. When a station assignment has been vacated it may be filled through the open position transfer process, which takes into consideration employee requests.
 - 2. Notice of vacancies shall be posted on City bulletin boards.
 - 3. Any employee desiring to fill a vacant position must submit a request, in writing, to the City within seven (7) calendar days of posting of the notice.
 - 4. If more than one employee requests to be transferred to an open position, seniority in rank shall be considered.
 - 5. The City shall have the prerogative to grant or deny a request for transfer.

 - 6. The transfer request will be approved or denied, in writing, within fourteen (14) calendar days of posting.

- C. Mutual Agreement Transfers:
 - 1. Employees of equal rank may request transfers.
 - 2. Requests for transfers shall be submitted, in writing, through regular channels to the City.
 - 3. The City may either grant or deny the request for transfer.
 - 4. The request, approved or disapproved, shall be returned to the employee within fourteen (14) calendar days of receipt of the request.

- D. Annual Bid System:
 - 1. Station assignments shall be open for bid according to the following:
 - a. All classes shall have the option of bidding for transfer to be effective in January of each year.
 - b. Fire Captains shall have the opportunity to bid for transfer each year.
 - c. Fire Engineers shall have the opportunity to bid for transfer each year.
 - d. Firefighters and Paramedics shall have the opportunity to bid for transfer each year.
 - 2. All transfer requests shall be processed in accordance with the following provisions:
 - a. All transfer requests shall be submitted to the City no later than 1700 hours on December 1st of the year preceding the actual transfer.
 - b. If more than one employee bids to the same station,

assignment and seniority in rank shall be considered.

3. The approval or denial of a request for transfer shall not be subject to the grievance or appeal process.

E. City-Initiated Transfers:

The City reserves the right to initiate transfer of personnel to meet the needs of the organization, taking into consideration concerns of employees.

- F.** The decision to transfer, or the denial of a request to transfer, pursuant to all categories of transfer mentioned herein shall not be subject to the grievance procedure or appeal process.

SECTION 32. VACATION

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.

- A.** Vacation time shall be taken in 24 hour periods, except for one 24 hour period that may be taken in four (4) to twelve (12) hour increments, per calendar year utilizing the following procedure:
1. The person requesting the time must find their own relief.
 2. The date and time desired off must be posted on E-mail or notified by telephone so that each of the other shifts will have worked at least one full 24 hour shift.
 3. Persons wanting to work the hours shall respond by E-mail or personal contact to the person requesting the time off.
 4. There shall be a record kept of the hours taken off in four (4) to twelve (12) hour increments and the hours of the people who worked the overtime.
 5. The person with the lowest hours will have the option of working the overtime hours, in the case of a tie it will go to the person with the highest seniority.
 6. It is the responsibility of the person taking the time off to determine who has the lowest hours.
 7. Once the person agrees to work the overtime hours and the hours are logged in Telestaff (if the overtime is 12 hours or greater), the person is responsible to work the time.
 8. The person taking the time off is responsible for notifying their Captain of the requested time so it can be logged on Telestaff.
 9. The hours are logged at the time of notification of the overtime, not at the time of the actual OT.
 10. Hours shall be zeroed out at the end of every year.

11. With an Assistant Fire Chief's approval, an employee may call for a vacation day between 1800 hours the day before and 0700 hours the day of said vacation.

12.

B. Eligible unit employees shall earn and accumulate to a maximum vacation leave paid at the fifty-six (56) hourly rate as follows.

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1 – 60*	4.62	10.00	360
61 – 108	6.93	15.00	420
109 – 120	7.38	16.00	432
121 – 132	7.85	17.00	444
133 – 144	8.31	18.00	456
145 – 156	8.77	19.00	468
157 – 167	9.23	20.00	480
168 – 179	9.69	21.00	492
180 – 191	10.15	22.00	504
192+	10.62	23.00	516

At the completion of 60 months, add 60 hours of vacation leave.

C. Vacation days cannot be canceled after 1800 hours the day before. Limitations on the number of people allowed off on vacation per shift:

- 3 Captains.
- 3 Engineers.
- 1 Firefighter and 3 Firefighter/Paramedics or
- 4 Firefighter/ Paramedics

SECTION 33. OVERTIME

Overtime distribution will be the responsibility of IAFF Local 3226 and will be in accordance with the West Covina Fire Department policy on overtime.

SECTION 34. COMPENSATORY TIME

A. **A.** Unit employees may elect to receive compensatory time off in lieu of pay for overtime hours worked. Employees may elect to receive part compensatory time off and part overtime 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.

B. A maximum of 112.5 shifts (2,700 hours) department-wide will be available to all unit employees to be taken as compensatory time during each calendar year. Taking compensatory time in lieu of pay for overtime

hours worked will be on a first come first serve basis until the 112.5 shifts (2,700 hours) for the calendar year has been exhausted. For purposes of this section the calendar year will begin on the first day of the first pay period beginning on or after January 1 of each year.

- D. Unit employees working overtime hours that were created as a result of another unit employee utilizing compensatory time off shall not receive Compensatory time off in lieu of pay for those overtime hours worked.
- E. Unit employees may accumulate up to a total of one hundred and forty-four (144) compensatory hours.
- F. No member of the WFCOA may work more than a **maximum of 48 hours** of Compensatory Overtime prior to **April 30**. On **May 1**, all remaining compensatory hours will be available to all members, within the established guidelines set forth in Section 30 within the Memorandum of Understanding.
- G. Once compensatory time off is selected and approved by management, the employee may not request cash payment for these hours. Upon separation of employment, the employee shall be paid for accumulated compensatory time.
- H. 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. All compensatory time utilized as paid leave by an employee shall be debited from their accrued compensatory time bank.
 - H. All current rules covering the use of vacation time will also apply to the use of compensatory time. It will be the responsibility of the person requesting compensatory time off in lieu of pay for overtime hours worked to inform the Station 2 Captain when accepting the overtime position that the employee is electing to receive compensatory time off in lieu of pay.

SECTION 35. DISCIPLINE – FIREFIGHTER BILL OF RIGHTS

Personnel rules XIV, Section 14.4 is hereby set forth in the attached Exhibit A, and amended thereafter.

SECTION 36. GRIEVANCE PROCEDURE

Refer to Personnel Rule XV, Grievance and Complaint Procedure.

SECTION 37. PAYROLL DEDUCTIONS

It is mutually agreed that the City will, during the term of this agreement, deduct monies and remit to the Association as authorized by employee payroll deduction authorization in the same manner as in effect prior to the effective date of this agreement.

SECTION 38. LAYOFF POLICY AND PROCEDURE

Refer to Personnel Rule XI, Layoff/Reemployment.

SECTION 39. 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 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 40. MISCELLANEOUS LEAVES OF ABSENCE

In conformance with Resolution 1277 and Rule X of the Personnel Rules and Regulations of the City of West Covina, upon the written request of an employee stating the reasons therefore, leaves of absence with or without pay up to a maximum of one year may be granted for such purposes as to attend school, handle personal business, if temporarily incapacitated or for some other satisfactory reason. The granting of a leave of absence entitles an employee to return to his classification before or at the expiration of his leave of absence. Therefore, a leave of absence shall be granted only to an employee who intends to return to his classification with the City.

SECTION 41. WORKERS' COMPENSATION

The City will recognize applicable current Workers' Compensation Law.

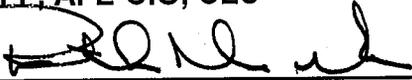
SECTION 42. SAFETY EQUIPMENT

The City agrees to furnish or otherwise provide all safety equipment for each fire safety employee as may be required by law, judicial mandate, or administrative regulation.

SECTION 43. 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 employee members represented by the Association, which would take effect on or after July 1, 2014, the Association shall serve upon the City Manager a written request to meet and confer.

**WEST COVINA FIREFIGHTERS'
ASSOCIATION LOCAL #3226
IAFF, AFL-CIO, CLC**

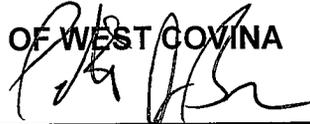


Patrick McGowan,
President



Cory Cisneros, Vice-President

CITY OF WEST COVINA



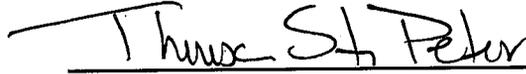
Peter Brown, Manager and Chief
Negotiator



Thomas Bachman, Assistant City
Manager/Finance Director



Chris Freeland
Deputy City Manager



Theresa St. Peter
Interim Human Resources Director

FIREFIGHTER BILL OF RIGHTS PROCEDURE

The following appeals procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act.

1. **DEFINITIONS**

a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. The classifications of employees who are firefighters include: Firefighters, Firefighter/Paramedics, Fire Engineers, Fire Captains and Assistant Fire Chiefs.

b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. **APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS**

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension greater than five (5) shifts/days.

a. Notice of Appeal- Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the City Manager or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the City Manager shall be final and binding.

c. Burden of Proof- The employer shall bear the burden of proof at the hearing.

i. If the action being appealed does not involve allegations of misconduct by the employer, the limited purpose of the hearing shall be to provide the officer the opportunity to establish a record of the circumstances surrounding the action. The Department's burden of proof shall be satisfied if the Department establishes by a preponderance of the evidence that the action was reasonable. The Department's burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

ii. However, if the punitive action involves charges of misconduct, the Department shall have the burden of proving by a preponderance of the evidence the facts, which form the basis for the charge and that the punitive action was reasonable under the circumstances.

d. Conduct of Hearing-

i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence, which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

ii. The parties may present opening statements.

iii. The parties may present evidence through documents and testimony.

aa. Witnesses shall testify under oath.

bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05- 11450.50.

cc. Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

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

e. Recording of the Hearing- If the punitive action involves the loss of compensation, then the hearing shall be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

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

g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER FOR MORE THAN FIVE (5) SHIFTS/DAYS

a. In those instances where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

b. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

c. Administrative Law Judge- Pursuant to Government Code § 11512, the City has determined that appeals shall continue to be heard by the Human Resources Commission with the administrative law judge presiding at the hearing, pursuant to Government Code § 11512(b). The administrative law judge shall rule on the admission and exclusion of evidence and advise the Human Resources Commission on matters of law. The Human Resources Commission shall exercise all other powers relating to the conduct of the hearing.

d. Time and Place of Hearing- Pursuant to Government Code § 11508, unless otherwise decided by the Human Resources Commission, a hearing shall be conducted at West Covina City Hall at a time to be determined by the Human Resources Commission.

e. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

f. The Human Resources Commission (known formerly as, and sometimes referred to as, the Personnel Commission) may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the Human Resources Commission shall certify copies of its findings and recommendations to the City Manager, and to the appellant employee. The City Manager, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the City Manager's decision may be had pursuant to

APPENDIX "A-1"

**CITY OF WEST COVINA
FIREFIGHTER'S ASSOCIATION CLASSIFICATIONS**

The following are those classifications, which have been recognized by the City to be assigned to the Firefighter's Association.

JOB TITLES/CLASSIFICATIONS

Firefighter
Firefighter Paramedic
Fire Engineer
Fire Captain

SALARY SCHEDULE "A"

Effective January 1, 2012

CITY OF WEST COVINA
 FIREFIGHTERS' ASSOCIATION
 EMPLOYEE CLASSIFICATIONS AND SALARY RANGES

Pay Range	Classification	Step 1	Step 2	Step 3	Step 4	Step 5
FR010	Firefighter	\$64,440.00	\$ 67,644.00	\$ 71,004.00	\$ 74,580.00	\$ 78,300.00
		\$ 5,370.00	\$ 5,637.00	\$ 5,917.00	\$ 6,215.00	\$ 6,525.00
FR020	Fire Engineer	\$75,084.00	\$ 78,840.00	\$ 82,764.00	\$ 86,904.00	\$ 91,272.00
	Firefighter Paramedic	\$ 6,257.00	\$ 6,570.00	\$ 6,897.00	\$ 7,242.00	\$ 7,606.00
FR030	Fire Captain	\$87,804.00	\$ 92,196.00	\$ 96,804.00	\$ 101,652.00	\$ 106,716.00
		\$ 7,317.00	\$ 7,683.00	\$ 8,067.00	\$ 8,471.00	\$ 8,893.00



HOLIDAY LEAVE TIME/HOLIDAY PAY

- Request Form -

Employee Name:

Date:

Indicate your preference for Holiday Leave time to be either credited to your Holiday Leave Time record as 8 hours per month or payment of 12 hours of Holiday Pay per month. Holiday Pay is paid at straight time, but is subject to PERS.

Return this form to your Payroll Timekeeper no later than December 1st of the prior year to which the leave will be taken.

THIS SELECTION CANNOT BE CHANGED ONCE IT IS MADE

I ELECT:

- Holiday Pay
 Holiday Leave (Comp) Time

Employee Signature

Date

Z: Forms Holiday Comp Time Holiday Pay Request Form – Fire