

**MEMORANDUM OF UNDERSTANDING**

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

**EFFECTIVE  
JULY 1, 2014 THROUGH JUNE 30, 2016**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE REPRESENTATIVES OF  
MANAGEMENT FOR THE CITY OF WEST COVINA  
AND WEST COVINA FIRE MANAGEMENT ASSOCIATION**

**PREAMBLE**

In the interest of maintaining harmonious and stable relationships with the City of West Covina (hereinafter City) and employees represented by the West Covina Fire 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 provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment contained in these joint recommendations.

**I. RECOGNITION/REPRESENTATION UNIT**

The City hereby recognizes the West Covina Fire Management Association 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 Assistant Fire Chiefs 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.

**II. 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 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.

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.

**III. 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.

**ARTICLE 1: SALARIES AND COMPENSATION**

**I. SALARY ADMINISTRATION**

Fire Management salaries shall be administered pursuant to the following:

- A. Specific Information in Personnel Rules  
Specific detailed information dealing with such subject as salary anniversary dates, increases within the salary range, salary on appointments and other related types of salary administration issues are set forth in the City Personnel Rules.
- B. Effective Date of Step Increases and Extra Compensation  
All step increases and extra compensation shall be made effective at the start of the next regular pay period, except as otherwise approved by management.

**II. FIRE SERVICE LONGEVITY PAY**

All sworn Fire Management personnel with continuous years of sworn service with the City of West Covina shall be provided additional compensation for such continuous service in accordance with the following:

- 10 years of service: 2.0% of base salary
- 15 years of service: 3.0% of base salary
- 20 years of service: 4.5% of base salary
- 25 years of service: 7.0% of base salary

All sworn fire personnel hired prior to July 1, 2015 and covered by this agreement shall be allowed to include in their longevity pay calculation up to 5 years of sworn service earned in other full-time paid fire suppression positions with a comparable fire agency. A maximum of 5 years of service from comparable fire agencies shall be allowed.

Longevity pay for fire personnel hired on or after July 1, 2015 shall be based on years of full-time sworn fire service earned with the West Covina Fire Department. The calculation for longevity pay shall not include years of sworn fire service earned with other fire agencies.

See **Appendix A-1** for the corresponding salary schedule.

**III. FIRE OFFICER CERTIFICATION PAY**

- A. State Fire Officer Certification  
Employees shall receive four percent (4%) above base salary for maintaining State Fire Officer Certification.
- B. Executive Fire Officer Program Incentive  
Unit members shall receive \$100/month upon successful completion of the National Fire Academy's Executive Fire Officer Program. This is a PERS-able item.

**IV. FIRE MARSHAL DIFFERENTIAL PAY**

The Fire Management employee assigned to work as the Fire Marshal shall be provided 5% additional compensation.

## **V. EDUCATIONAL INCENTIVES**

Fire Management Employees shall be eligible for the following educational incentives in the month following the month in which the degree and/or credential is obtained:

- \$168/month: Associate of Arts Degree or equivalent (60 semester or 90 quarter units)
- \$335/month: Associate of Arts Degree or equivalent plus State Firefighter II Certificate
- \$268/month: Bachelor's Degree
- \$435/month: Bachelor's Degree plus State Firefighter II Certificate
- \$368/month: Master's Degree
- \$535/month: Master's Degree plus State Firefighter II Certificate

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.

## **VI. BILINGUAL SKILLS 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.

## **VII. UNIFORM ALLOWANCE**

The City shall provide a uniform allowance of one thousand dollars (\$1,000) 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.

## **VIII. DEFERRED COMPENSATION**

Deferred compensation benefits shall be offered to Fire Management employees as follows:

- A. The City shall contribute for each Fire Management unit employee, one hundred and fifty dollars (\$150.00) per month to a deferred compensation plan.
- B. The employees shall select the deferred compensation plan from a list of plans provided by the City.

**IX. PROMOTION PAY (CAPTAIN TO ASSISTANT FIRE CHIEF)**

Employees promoted from Captain to Assistant Fire Chief shall receive a salary that, when combined with special pays, results in a minimum increase of ten percent (10%) above the total amount of salary and special pays they received in the Captain position. The calculation of this increase will exclude deferred compensation, overtime pay, and FLSA pay.

## ARTICLE 2: FRINGE BENEFITS

### I. ADMINISTRATION AND FUNDING OF FRINGE BENEFITS

Fringe benefits shall be administered pursuant to the following:

A. Administration

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

B. Selection and Funding

For the administration of fringe benefit programs involving insurance, the City reserves the right to select any insurance carrier, self-insure, or use other methods of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.

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

### II. CAFETERIA PLAN

Unless otherwise noted, effective July 1, 2014, 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 PEHMCA statutory minimum amount for the provision of medical insurance. 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. Those additional amounts will be as follows:

A. 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 per month. Under either of these scenarios, the 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 in subsequent items B and C.

B. Dental Insurance

In addition to the above amount, the cafeteria amount shall also include up to \$62.23 per month for dental insurance for the member and eligible dependents. If the monthly premium for the dental insurance plan chosen by the member is less than \$62.23, the amount the City pays shall be equal

to the dental insurance chosen. If the dental insurance plan chosen is equal to or more than \$62.23 per month, the amount the City pays shall be \$62.23.

C. Vision Insurance

In addition to the above amounts for medical and dental insurance, the cafeteria amount shall also include up to \$40.04 per month for vision insurance for the member and eligible dependents. If the monthly premium for the vision insurance plan chosen by the member is less than \$40.04, the amount the City pays shall be equal to the vision insurance chosen. If the vision insurance plan chosen is equal to or more than \$40.04 per month, the amount the City pays shall be \$40.02.

**III. RETIREE HEALTH SAVINGS PLAN (RHS)**

Employees will contribute \$50 per month to the RHS plan. The RHS plan will be subject to regulatory and provider regulations.

**IV. RETIREE HEALTH**

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 PEHMCA 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:

A. Tier 1 Employees

1. 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.
2. Effective January 1, 2013, if the retiree chooses a plan that is less than \$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.
3. 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.

B. 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.

**V. RETIREE DENTAL**

Upon retirement from the City, unit employees may purchase retiree dental insurance at their own cost. The City shall bear no cost or make any monetary contribution to the retiree’s dental insurance premium.

**VI. SECTION 125 PLAN**

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

It is understood by the parties that participation in the plan is voluntary for Fire Management Employees and the City will not be obligated to contribute to pay any employee costs for employees to participate in the plan.

**VII. LIFE INSURANCE**

The City shall provide all Fire Management Employees a term life insurance policy in the amount of \$100,000 while employed, and \$100,000 AD&D while on duty, and a post-retirement death benefit of \$10,000.

**VIII. TUITION REIMBURSEMENT PROGRAM**

The City shall provide tuition reimbursement for the cost of tuition and books for job-related courses that earn college credit and lead to a degree or certification. The provisions of the program are as follows:

A. Maximum Reimbursement

Fire Management Employees' maximum annual tuition reimbursement (including books) shall be one thousand one hundred and thirty dollars (\$1,130.00) per fiscal year.

B. Administrative Policy

The specific details and provisions of the Tuition Reimbursement Program are set forth in the City’s Administrative Policy for tuition reimbursement, approved on March 10, 2008, and as amended thereafter.

**IX. PERS RETIREMENT BENEFITS**

Retirement benefits shall be provided in accordance with the contract between the City and the California Public Employees’ Retirement System (CalPERS). Benefits shall be provided as follows:

A. Tier 1 Retirement Formula

For employees hired on or before July 1, 2012, the retirement formula shall be three percent (3%) at age fifty (50). The retirement formula shall be based on the one-year final compensation option pursuant to Government Code 21367.53. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

B. Tier 2 Retirement Formula (Classic CalPERS Members)

For employees hired after July 1, 2012 and who are determined to be classic CalPERS members, the retirement formula shall be three percent (3%) at age fifty-five (55). The retirement formula shall be based on the one-year final compensation option pursuant to Government Code 21367.53. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

C. Tier 3 Retirement Formula (New CalPERS Members)

For employees hired on or after January 1, 2013 and who are determined to be new CalPERS members, the retirement formula shall be two and seven-tenths percent (2.7%) at age fifty-seven (57). The retirement formula shall be based on the three-year average final compensation option pursuant to Government Code Section 20037. Each employee shall pay the full, statutorily required employee contribution to the CalPERS system. The employee contribution shall be made on a pre-tax basis.

D. Additional CalPERS Retirement Benefits (All Employees)

The contract between the City and CalPERS shall provide the following benefits to all Fire Management employees:

1. Fourth Level of 1959 Survivor Benefits pursuant to Government Code 21574.
2. Service Credit for unused sick leave pursuant to Government Code 20862.8.
3. One-half (1/2) pay continuance pursuant to Government Code 21263. (Post Retirement Survivor)
4. Retiree death benefit of \$600 dollars pursuant to Government Code 21367.53.
5. Military service credit as public service pursuant to Government Code 21024.
6. Continuation of Pre-Retirement Death Benefits after Remarriage of Survivor pursuant to Government Code 21551.
7. Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code 21548.

**X. 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 total PERS eligible 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.

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

New employees hired on or after July 1, 2012, will not be eligible to participate in the benefits provided in this Section.

**XI. MILAGE 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.

**XII. MISUSE OF BENEFITS**

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

## ARTICLE 3: WORK PERIODS & SCHEDULES

### I. HOURS OF WORK POLICY

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

### II. WORK PERIODS

#### A. 48/96 Work Schedule – Shift Duty

1. The 48/96-work schedule is a three-platoon system in which employees work two (2) consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours, and have ninety-six (96) consecutive hours off.

A typical work schedule is as follows: X = work day, and O = day off.

For example, a schedule may read as XXOOOOXXOOOOXXOOOO and so forth.

2. The 48 hour cycle is in reality two (2) 24-hour shifts. Therefore, sick leave and annual leave will be used in 24-hour increments (i.e., to take off one cycle will take two (2) 24-hour shifts).
3. In the event one shift is scheduled to work both December 24th and December 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work December 24th. The shift originally scheduled to work on December 24th will be reassigned to work December 23rd.

#### B. 4/10 Work Schedule – Non-Shift Duty

The Fire Management employee assigned to work as the Fire Marshal shall be assigned a 4/10 work schedule which will consist of a seven (7) day work period of forty (40) hours that begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m., except as modified by management.

#### C. Overtime

Overtime will only be paid for overtime worked while on shift duty. Overtime will not be paid for time spent tending to work-related functions that fall outside of the normal work shift (i.e. non-shift work).

The non-shift Fire Management employee assigned to Fire Marshal duties will only be paid for overtime if backfilling shift work. In such instances, the computation of the overtime rate will be based on the fifty-six (56) hour pay scale and it will not include the 5% Fire Marshal Differential Pay.

### III. ANNUAL SHIFT TRANSFER BID SYSTEM

Shift assignments shall be open for bid according to the following provisions:

1. All Assistant Chiefs assigned to shift work shall have the option of bidding for a shift transfer, which if approved, shall be effective in January of each year.
2. All annual shift transfer requests shall be submitted to the City via the Fire Chief no later than 1700 hours on December 1<sup>st</sup>. Bids submitted after the deadline shall not be considered.

3. If more than one Fire Management member submits a bid for the same shift, seniority in rank will be used to determine which member will be awarded the requested shift.
4. In addition to the annual shift transfer request system, any two Assistant Chiefs assigned to shift work may mutually request to switch shifts at any time during the year with the approval of the Fire Chief.

## ARTICLE 4: LEAVE POLICIES

### I. TIME OFF BENEFITS FOR SHIFT EMPLOYEES

Leave benefits for fire safety employees working a twenty-four (24) hour shift shall be calculated on the basis of one-and-one half times the hourly benefit granted to employees working a ten (10) hour day.

### II. HOLIDAYS

#### A. Assistant Fire Chiefs (Shift Employees)

Holidays shall be granted to all shift employees on the basis of one holiday (12 hours) per month with no specific date. If an employee terminates prior to the effective date of the traditional holiday, the holiday pay will be deducted from the final check. On an annual calendar year basis, employees can elect to take said time as follows:

1. Holiday Pay = 12 hours (per month)
2. Holiday Leave Time (Comp) = 8 hours/per month (non-PERSable)

Election must be made by December 1<sup>st</sup> of the previous calendar year. See attached Appendix A-2, Holiday Leave Time/Holiday Pay Request Form.

#### B. Assistant Fire Chief / Fire Marshal (Non-Shift Employees)

The City shall recognize the following days as official paid holidays for Fire Management employees assigned to non-shift work (i.e., Fire Marshal duties):

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

\*If the City closes from December 25<sup>th</sup> through January 1<sup>st</sup>, these holidays will not apply to the paid time off and holiday in-lieu provisions of this section.

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

#### C. Holiday In-Lieu Bank

For both shift and non-shift Fire Management employees, holiday leave accruals shall be capped at the same amount the Fire Fighters Association (FFA) agrees to in its FY 14-16 Memorandum of Understanding with the City.

### III. VACATION

It is the policy of the City that when possible, Fire Management Employee vacations shall be taken annually in the year earned. The time during the year at which a Fire Management Employee may take vacation shall be determined by the Fire Chief, with due regard for the wishes of the Fire Management

Employee and particular regard for the service needs of the City.

A. Vacation Leave Earned and Accumulated - Assistant Fire Chiefs (Shift Employees)

Usable after 6 months of employment, eligible Assistant Fire Chiefs (shift employees) shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1-60	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 time.

B. Vacation Leave Earned and Accumulated (Non-Shift Employees)

Usable after 6 months of employment, employees assigned to non-shift work shall earn and accumulate to a maximum vacation leave as follows:

Months of Service	Hours Accumulated Per Pay Period	Hours Accumulated Per Month	Maximum Accruals
1-12	3.08	6.67	240
13-108	4.62	10.00	280
109-120	4.92	10.67	288
121-132	5.23	11.33	296
133-144	5.54	12.00	304
145-156	5.85	12.67	312
157-167	6.15	13.33	320
168-179	6.46	14.00	328
180-191	6.77	14.67	336
192+	7.08	15.34	344

C. Limitation - Vacation Leave Accrual

Fire Management Employees shall not be allowed to accrue vacation leave beyond the stated maximums. Exceptions to vacation leave accrual limits shall be made under the following conditions:

1. Fire Management Employees called into duty under work urgency orders by management shall not lose earned vacation leave. Work urgency is defined as the department's need to have the Fire Management Employee at work to perform duty assignments for a specified period of time.
2. Fire Management Employees that have reached the maximum amount of unused vacation leave, and who are unable to take vacation leave due to work urgency, industrial injury,

extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

D. Vacation Leave Cash-Out at Termination

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

E. Vacation Leave Cash-Out for Shift Employees

Vacation leave cash-outs for Assistant Fire Chiefs regularly assigned to shift work shall be made in accordance with the following provisions:

1. Assistant Fire Chiefs with less than five (5) years City service may receive payment in lieu of up to one hundred twenty (120) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.
2. Assistant Fire Chiefs with five (5) or more years of City service may receive payment in lieu of up to one hundred eighty (180) hours accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon approval of the Fire Chief.

F. Vacation Leave Cash-Out for Non-Shift Employees (Fire Marshal)

Vacation leave cash-outs for Assistant Fire Chiefs regularly assigned to non-shift work shall be made in accordance with the following provisions:

1. Assistant Fire Chiefs with less than five (5) years of service may receive payment in lieu of up to eighty (80) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.
2. Assistant Fire Chiefs with five (5) or more years of service may receive payment in lieu of up to one-hundred twenty (120) hours of accumulated vacation time in any one calendar year upon filing a written request with the Finance Department five (5) business days prior to requested date of issuance of the check, upon the approval of the Fire Chief.

G. Advance Payment for Vacation (Shift Employees)

Any Fire Management Employee regularly assigned shift duty who is authorized to take sixty (60) 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 following conditions shall apply:

1. The application for advanced payment must be approved by the Fire Chief and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested.
2. In cases of extreme emergency where the Fire Management 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 Fire Chief and Finance Director.

H. Advance Payment for Vacation (Fire Marshal)

Any Fire Management Employee regularly assigned Fire Marshal duties who is authorized to take forty (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 following conditions shall apply:

1. The application for advanced payment must be approved by the Fire Chief and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested.
2. In cases of extreme emergency where the Fire Management 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 Fire Chief and Finance Director.

I. Vacation Leave - Reinstated/Reemployed Fire Management Employees

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

J. One Time Deposit of 24 Hours of Vacation/Comp Time

Fire Management employees shall be given a one-time deposit of twenty-four (24) hours of vacation time to be used as compensation. All twenty-four (24) hours must be cashed-out in December 2015. This one-time deposit is not allowed to be used for time off.

#### IV. SICK LEAVE

A. Allowance/Accumulation for Shift Employees

Fire Management employees regularly assigned to shift duty shall accrue sick leave under the same conditions as general city employees and at the same rate using the 1: 1.5 ratio factor.

B. Allowance/Accumulation for Non-Shift Employees (Fire Marshal)

Following completion of thirty (30) calendar days of continuous full-time service, Fire Management employees regularly assigned to non-shift duties shall be credited with eight (8) hours of sick leave. 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 8 hours of credit for sick leave with pay.

C. Sick Leave Benefit

Sick leave shall be administered pursuant to the following conditions:

1. Sick leave is a benefit and not a right and is to be utilized by Fire Management Employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.
2. Sick leave may be used by new Fire Management Employees after thirty (30) calendar days of employment.

D. Sick Leave Earned

Sick leave shall be earned in accordance with the following:

1. Shift employees shall accrue twelve (12) hours per month; Non-Shift employees shall accrue eight (8) hours per month.

2. Unused sick leave may be accumulated without limit.

E. Reinstatement of Sick Leave

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

F. Sick Leave Annual Cash-Out Program (Shift Employees)

The Sick Leave Annual Cash-Out Program for Fire Management employees regularly assigned to shift duty shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular Fire Management Employee.
2. Qualified sick leave shall only be cashed out at the employee's hourly rate.
3. The maximum amount of sick leave allowed to be cashed-out per calendar year (i.e., January 1 – December 31) shall be eighty (80) hours.
4. Mandatory sick leave carry-over. On a calendar year basis, each Fire Management employee must carry over a minimum of sixty-four (64) hours of unused sick leave from December to January. Shift employees may request cash payment for any unused hours above the sixty-four (64) hour minimum during this time. Unused hours above the sixty-four (64) hour minimum in December of each calendar year may also be carried over to the January sick leave bank (i.e., the following calendar year's sick leave bank).
5. Sick leave used by a Fire Management Employee during each calendar year will be charged against the Fire Management Employee's current year earnings.
6. If sixty-four (64) hours of unused sick leave are not available in December of each calendar year, the number of unused hours must be carried over to the sick leave bank for the following calendar year.
7. To qualify for this program, Fire Management Employees shall not be allowed to charge sick leave to other forms of paid leave.

G. Sick Leave Annual Cash-Out Program (Non-Shift Employees)

The Sick Leave Annual Payoff Program for Fire Management employees regularly assigned to non-shift work shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular Fire Management Employee.
2. Qualified sick leave shall only be cashed out at the employee's hourly rate.
3. The maximum amount of sick leave allowed to be cashed-out per calendar year (i.e., January 1 – December 31) shall be forty (40) hours.
4. Mandatory sick leave carry-over. On a calendar year basis, each non-shift Fire Management employee must carry over a minimum of fifty-six (56) hours of unused sick leave from December to January. Non-Shift employees may request cash payment for any unused hours above the fifty-six (56) hour minimum during this time. Unused hours above

the fifty-six (56) hour minimum in December of each calendar year may also be carried over to the January sick leave bank (i.e., the following calendar year's sick leave bank).

5. Sick leave used by a Fire Management Employee during each calendar year will be charged against the Fire Management Employee's current year earnings.
6. If fifty-six (56) hours of unused sick leave are not available in December of each calendar year, the number of unused hours must be carried over to the sick leave bank for the following calendar year.
7. To qualify for this program, Fire Management Employees shall not be allowed to charge sick leave to other forms of paid leave.

H. Sick Leave Cash-Out upon Termination

Upon termination of over three years of full-time salaried City service, other than by discharge, Fire Management Employees shall be paid for one third (1/3) of all sick leave accrued to the time of such termination at current compensation to a maximum of 400 hours.

I. Use of Sick Leave

Fire Management Employees' sick leave can only be granted upon the approval of the Fire Chief in the case of bona fide illness or injury of the Fire Management Employee or in the event of the care or attendance of serious illness of the Fire Management Employee's immediate family. The following conditions may apply:

1. The Fire Chief may require evidence in the form of a physician's certificate, or written statement, as to reason for any Fire Management Employee's absence of three (3) 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.
2. Any Fire Management Employee absent from work, due to illness or accident, may be required by the Fire Chief 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.

J. Use of Sick Leave - Care of Immediate Family

Use of sick leave for the care of immediate family shall be restricted to the following:

1. No more than seventy-two (72) hours for Assistant Fire Chiefs (shift employees), of sick leave within any calendar year may be granted to a Fire Management Employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family," for the use of sick leave, is defined under Bereavement Leave of this Article, as spouse, parent, grandparent, brother, sister, child, stepchild, grandchild, and in-laws.

K. Temporary Disability

A Fire Management Employee who is entitled to temporary disability indemnity under Div. 4, Div. 4.5 of the State Labor Code may elect to take that number of days or portions of days of his/her accumulated sick leave, or his/her accumulated vacation, as when added to his/her disability indemnity will result in payment of his/her full salary. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

L. Sick Leave Limitations

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

1. Disability arising from sickness or injury purposely self-inflicted or caused by any of his/her own willful misconduct.
2. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.
3. Disability or illness arising from compensated employment other than with the City of West Covina.

M. Sick Leave during Vacation

Sick leave shall not be used in lieu of or in addition to vacation leave. However, a Fire Management Employee who becomes seriously ill on an approved vacation may contact the Fire Chief and request that sick leave be granted in lieu of vacation for the period of illness. The Fire Chief has discretion in approving or disapproving such request.

N. Sick Leave during Recognized Holiday

For non-shift Fire Management employees, paid holidays that occur while out on sick leave shall not be charged to the non-shift employee's sick leave bank.

O. Use of Sick Leave to Offset Disability Retirement

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

**V. ADMINISTRATIVE LEAVE**

Beginning on January 1, 2015, all Fire Management employees shall earn a minimum of sixty (60) hours per year of administrative leave. The annual provision of administrative leave shall be effectively deposited in each unit employees' leave bank on January 1<sup>st</sup> of each year.

A. Administrative Leave In-Lieu of Overtime

In-Lieu of overtime, administrative leave shall be provided to unit employees to compensate for non-payable time spent tending to work-related functions that fall outside of the normal scope of duties and work shift. Assistant Fire Chiefs will no longer be paid overtime for attending trainings, meetings, and other work-related functions that fall outside of the normal work shift. The Fire Chief may make exceptions to this overtime rule.

B. Additional Administrative Leave

On an annual basis, additional administrative leave may be granted by the Department Head (Fire Chief). Additional administrative leave shall be calculated at the rate of twenty-five percent (25%) of the employee's annual earned vacation rate as of January 1<sup>st</sup> of each year. The Fire Chief shall determine the warrant of additional administrative leave and such leave is subject to the final approval of the City Manager.

C. Administrative Leave Policy

The specific details and provisions governing the application of administrative leave are set forth in the City's Administrative Leave Policy, approved on October 1, 1996, and as amended thereafter.

## **VI. WORK-RELATED DISABILITY LEAVE**

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

Whenever Fire Management Employees of the City are disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of their duties, they shall be entitled, regardless of their period of service with the City, to leave of absence while temporarily disabled, without loss of salary, per Labor Code 4850. The period of such disability shall not exceed one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.

### **B. Paid Leave During Disability**

No sworn members of the Fire Department, while on or entitled to industrial disability leave of absence, shall suffer the loss of any vacation, sick leave, or increase in compensation which would have accrued, or to which he/she would have been entitled, if he/she were actually performing his/her duties.

## **VII. BEREAVEMENT LEAVE**

Fire Management employees shall be granted bereavement leave in the event of the death of an immediate family member. Bereavement leave shall be provided according to the following:

1. Fire Management employees regularly assigned to shift work shall be allowed up to seventy-two (72) hours of bereavement leave, per each occurrence.
2. Fire Management employees regularly assigned to non-shift work shall be allowed up to forty (40) hours of bereavement leave, per each occurrence.
3. Immediate family member is defined as a grandparent, parent, spouse, brother, sister, child, stepchild, grandchild, or in-law. Proof of immediate family relationship may be required for approval.

## **VIII. MILITARY LEAVE**

### **A. State Military and Veteran's Code**

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

### **B. Inactive Military Service**

1. Any Fire Management employee that is on inactive duty such as scheduled reserve drill periods, and who has been in the service of the public agency from which leave is taken for a period not less than one year immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence.
2. Pay for such purposes shall not exceed thirty (30) days in any one year of public agency service. All service of said public employee in the recognized military service shall be counted as public agency service.
3. The City may grant a military leave of absence without pay for an indefinite period of time to any Fire Management employee who is called into active military service even though the Fire Management employee does not meet the one (1) year of continuous service requirements.

C. Active Military Service

1. Each full-time Fire Management employee of the City who has been or is called to active military service with the Armed Forces of the United States in connection with the activation of the Military Reserves shall be entitled to military leave with full pay for the period of absence on military service in excess of the period covered by said Rule 10, Section 10.26.
2. The amount of pay each such Fire Management employee shall be entitled to receive from the City for said additional period of military leave shall be the difference between the gross pay and allowances actually received by the officer or employee from the United States for such service and the gross wages that said Fire Management employee would have received from the City Of West Covina if he or she had not been called to active military duty, subject to all necessary and appropriate deductions and withholdings.
3. The City shall also provide continued health and dental benefits to the Fire Management employee's dependents, provided that the dependents were covered for those benefits prior to the Fire Management employee being called to active duty. Further, contributions to deferred compensation from the Medical and Dental Insurance benefit shall not be made during the time of activation.
4. The City shall not pay any wage or benefit provided for in this section until and unless the Fire Management employee who requests such payment provides satisfactory proof and documentation of eligibility to receive payment in accordance with procedures established by the City Manager.

**IX. JURY DUTY**

A. Jury Duty Policy

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

B. Jury Fees Returned to the City

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

A professional fire employee who is subpoenaed or required to appear in court as a witness on job related matters shall be deemed to be on paid leave of absence, while actually in court. Any notification of such appearance shall immediately be reported to the duty Fire Chief. The employee shall remit to the City Treasurer all fees received except mileage.

C. Witness Leave

A Fire Management employee who is subpoenaed or required to appear in court as a witness on job-related matters shall be deemed to be on paid leave of absence while actually in court.

## **X. FAMILY CARE LEAVE**

### **A. Birth or Adoption**

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the Fire Chief, provided such period, including paid leave and leave without pay, shall not exceed four months. Such leave shall not be conditioned on whether the Fire Management Employee is medically disabled but must be directly associated with the birth or adoption of a child. Only those Fire Management Employees with at least one (1) year of continuous City employment shall be eligible.

### **B. Family Illness**

Leaves due to serious health condition of a child, spouse, parent or registered domestic partner of a Fire Management Employee may be granted for a reasonable period of time by the Fire Chief, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any twelve (12) month period. Only those Fire Management Employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the Fire Management Employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, or 12945.2 of the California Government Code. California law shall prevail unless preempted by federal law.

### **C. Use of Paid Leave**

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

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

## **XI. SPECIAL LEAVE OF ABSENCE WITH PAY**

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

## **XII. LEAVES OF ABSENCE WITHOUT PAY**

### **A. Unauthorized Absence - Automatic Termination**

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

B. Unauthorized Absence - Other Disciplinary Action

Any unauthorized absence may be cause for disciplinary action.

C. Authorized Absence

Upon the request of the Fire Management Employee, a leave of absence without pay may be granted by the Council or City Manager to a Fire Management Employee who, immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.

A Fire Management Employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.

D. Leave of Absence without Pay - Duration

Request for leave of absence without pay shall be submitted to the Fire Chief, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work. The approval and duration of leave without pay shall be conditioned on the following:

1. The Fire Chief may approve the requests for leave of absence without pay if requests are for one hundred twenty (120) calendar days or less.
2. The City Manager may approve requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.
3. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year.
4. A physician statement shall be required of any Fire Management employee who requests leave of absence without pay as a result of medical conditions.

E. Leave of Absence - Employee Injured on Job

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

F. Accrual of Benefits

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

### **XIII. FAILURE TO RETURN FROM LEAVE**

Failure of a Fire Management employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination of said Fire Management employee, unless such leave is extended. The City further reserves the right to revoke or cancel any authorized leave for reasons which the City finds to be sufficient.

## **ARTICLE 5: OTHER CONDITIONS**

### **I. DISCIPLINE - FIREFIGHTER BILL OF RIGHTS**

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

### **II. GRIEVANCE PROCEDURE**

Refer to Personnel Rule XV, "Grievance and Complaint Procedure."

### **III. DISABILITY DISCRIMINATION**

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 on a case-by-case basis, 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.

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.

### **IV. WORKERS' COMPENSATION**

The City will recognize applicable current Workers' Compensation Law.

### **V. 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.

### **VI. 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.

### **VII. 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, 2016, the Association shall serve upon the City Manager a written request to meet and confer.

**VIII. REOPENER CLAUSE**

In the event that the City agrees to a more lucrative total compensation package for the Fire Fighters Association, this agreement will be reopened for negotiations with the Fire Management Association.

**IX. 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.

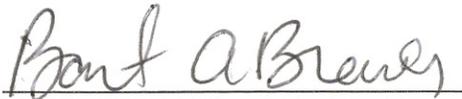
C. Ratification

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 18<sup>th</sup> day of August 2015.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for a period of twenty-four months, commencing on July 1, 2014, and terminating after June 30, 2016.

WEST COVINA FIRE MANAGEMENT  
ASSOCIATION



Bart Brewer, Chief Negotiator



Mike Fountain, President



Brian McDermott, Vice President

CITY OF WEST COVINA



Chris Freeland, Chief Negotiator



Christa Buhagiar, Finance Director



Tom Bokosky, Human Resources Director



## EXHIBIT A: 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 recorded by stenograph 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 Government Code § 11523.

**APPENDIX A-1: SALARY RANGES**

CITY OF WEST COVINA  
FIRE MANAGEMENT ASSOCIATION  
EMPLOYEE CLASSIFICATIONS AND SALARY RANGES

EFFECTIVE JANUARY 1, 2012

Pay Grade	Classification	Salary Range	
		Beginning	Top
FM 275	Assistant Fire Chief	\$ 103,872 annually	\$ 140,268 annually
		\$ 8,656 monthly	\$ 11,689 monthly



**APPENDIX A-2: 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.

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**THIS SELECTION CANNOT BE CHANGED ONCE IT IS MADE**

I ELECT:

- Holiday Pay
- Holiday Leave Time

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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