



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

**AND**

**CITY OF WEST COVINA NON-SWORN SAFETY  
SUPPORT EMPLOYEES' UNION  
REPRESENTED BY THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS LOCAL NO. 1932**

**JULY 1, 2021 THROUGH JUNE 30, 2024**

## ARTICLE ONE

### RIGHTS AND RESPONSIBILITIES

#### I. **PARTIES TO MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (herein referred to as MOU or Agreement interchangeably) has been prepared pursuant to the terms of the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and the West Covina Personnel Rules, as amended, which is hereby incorporated by reference. This Agreement has been executed by representatives of the City of West Covina (hereinafter referred to as "City") on behalf of the City; and Teamsters Local 1932 Representatives of the International Brotherhood of Teamsters Local Union No. 1932 (hereinafter referred to as "Union"), representing the Non-Sworn Safety Support Unit Employees.

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of City business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

#### II. **GENDER**

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

#### III. **RECOGNITION**

##### **A. Teamsters Local 1932 Recognized Employee Organization — Non-Sworn Safety Support Unit Employees**

Pursuant to the provisions of the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and the City of West Covina Personnel Rules, as amended, the City recognizes Teamsters Local 1932 (Union) as the exclusive recognized employee organization on behalf of all full-time salaried non-management and non-mid-management Non-Sworn Safety Support Unit employees of the City of West Covina.

##### **B. Exclusions**

Those classifications and positions excluded include employees designated as confidential, executive, management, and mid-management.

##### **C. Classifications Recognized**

Specific classifications recognized by the City of West Covina being represented by Teamsters Local 1932 are listed in Appendix "A" of this agreement.

#### **IV. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

##### **A. Union and Employee Rights**

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

##### **B. Payroll Deduction**

- (a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. The City agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not the City. Local 1932 is responsible for informing the City of the amount of dues deductions for employees.
- (b) The City shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.
- (c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide the City with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. The City shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify the City of such change.
- (d) Dues withheld by the City shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.
- (e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the City to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the City for any claims made by the employee for dues deductions made in reliance on that information.

- (f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves City employment, promotes to another unit, etc.), 3) then later returns to a Teamster's Local 1932 bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.
- (g) Teamsters' indemnity and liability obligation is more fully set forth as follows:

The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on Union's representations and certifications regarding valid written employee's dues deduction authorizations.
- (h) The City shall provide via email to the Union a list every 120 days, or upon request, of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

**C. Union Benefit Plans - Dues**

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

**D. Union Representation Responsibilities**

The Union agrees and shall assume its responsibilities as recognized designated representative to represent all unit employees without discrimination, interference, restraint, or coercion, and to comply with exclusive representation responsibilities as set forth in the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and Personnel Rules, as amended.

**E. Union Release Time — Time Off For Meeting and Confering**

- 1. The City and Union recognize that it is of benefit both to the City and Union that representatives designated by the Union to serve as the Union negotiating committee be granted leave from duty with full pay during scheduled working hours to participate in meet and confer sessions as requested by the City.
- 2. The Union negotiating committee shall be allowed release time as approved by management in order to prepare for meet and confer sessions required for subsequent new Memorandums of Understanding.

3. Individual negotiating committee members shall give management as much advance notice as possible about the dates, times, and duration of the requested release time.
4. Unless otherwise agreed to by both parties, the negotiating terms for the Union shall not exceed three (3) members each.
5. Full pay, as stated, shall mean the employee's current base salary, fringe benefits, and any assignment pay.
6. Each party shall provide the other a list of representatives at least two weeks prior to the date set for meeting and conferring unless both parties agree such notice is impractical.

**F. Release Time-Grievances**

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

**G. Release Time - Union Activities**

1. The City shall provide Union representatives with a reasonable amount of time to address Union business without loss of pay or benefits. Before using this time, the Union representatives must notify the immediate supervisor that the employee will be conducting Union business and advise the supervisor of where the employee can be reached in case of an emergency.
2. In addition, the City shall grant release time for all Employees to conduct one special meeting each quarter. The City will also allow the Union use of City facilities and equipment for said Union meetings.
3. The City shall grant release time (2 hours plus travel time) to allow Primary Steward to attend training at Teamsters Local 1932.

**H. Bulletin Boards**

1. The City may permit the Union to use certain designated bulletin boards approved by management located at City facilities to post Union related information.
2. The Union agree to continually self-monitor all information posted on bulletin boards to ensure they are maintained in an orderly manner. All materials posted should be dated and contained in an orderly manner.
3. No item(s) that can reasonably be interpreted as inflammatory, libelous, obscene, or slanderous may be posted on bulletin boards.

**V. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**A. Management Rights**

The City continues to reserve, retain, and is vested with, solely and exclusively, all rights of management, regardless of the frequency of use, which have not been expressly abridged by specific provisions of the Memorandum of Understanding or by law, to manage the City for the citizens of West Covina, as such rights existed prior to the execution of the Memorandum of Understanding. The City continues to reserve and retain solely and exclusively all rights of management, including those City rights set forth in the City of West Covina Municipal Code, Article V-Employee, Division 2-Employee Organizations, Sections 2-212 through 2-228, and Personnel Rules, as amended, and including but not limited to the following rights:

1. To manage the City and to determine policies and procedures and the right to manage the affairs of the City.
2. To take into consideration the existence or non-existence of facts which are the basis of the management decision.
3. To determine the necessity, organization, and implementation and termination of any service or activity conducted by the City or other governmental jurisdictions, and to expand or diminish services.
4. To determine nature, manner, means, type, time, quantity, quality, technology, standards, level, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine quality, quantity, and types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, equipment and apparatus, means, operations to be performed, organizational structure, size, and composition of the work force and allocate and assign work by which the City operations and services are to be conducted.
8. To plan, determine, and manage City budget which includes, but is not limited to, changes in the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including the right to contract for or subcontract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City as to work hours and changes to work hours, schedules, including call back, standby, and overtime, and assignments except as otherwise listed by this agreement.
10. To lay off employees of the City from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive or not cost effective as determined by the City.
11. To establish and modify goals and objectives related to productivity and performance programs and standards, including, but not limited to, quality and quantity, and require compliance thereto.

12. To direct, supervise, recruit, select, hire, evaluate, promote, transfer, discipline, discharge, terminate, suspend, demote, reprimand, reduce or withhold salary increases and benefits, and otherwise discipline employees for cause.
13. To determine qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications, and to reallocate and reclassify employees.
14. To hire, transfer intra- or inter-division, promote, reduce in rank, demote, reallocate, and terminate employees and take other personnel action for non-disciplinary reasons in accordance with this Agreement and Personnel Rules.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish employee performance standards, including quality, and quantity standards, and to require compliance therewith.
17. To maintain order and efficiency in its facilities and operations.
18. To establish, implement, and/or modify rules and regulations, policies and procedures related to productivity, performance, efficiency, standards of ethics, conduct, safety, health, and order in the City and to require compliance therewith.
19. To restrict the activity of an employee organization on City property and facilities and on City time except as set forth in this agreement.
20. To determine the issues of public policy and the overall goals and objectives of the City's divisions and to take necessary action to achieve the goals and objectives of the City's Departments.
21. To require the performance of other services not specifically stated herein in the event of emergency or disaster as deemed necessary by the City.
22. To take any and all necessary steps and action to carry out the service requirements and to determine the issues of public policy and the overall mission of the City and the mission of the Agency in emergencies or any other time deemed necessary by the City not specified above.

**B. Authority of Third Party Neutral**

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

**VI. NO STRIKE/JOB ACTION PROVISION**

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

**A. Prohibited Conduct**

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

**B. Employee Termination**

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

**C. Union Responsibilities**

1. In the event that the Union, its officers, agents, representatives, and/or members engage in any of the conduct prohibited in A Prohibited Conduct, above, the Union shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and they must immediately cease engaging in conduct prohibited in A, Prohibited Conduct, above, and return to work.
2. If the Union performs all of the responsibilities in good faith set forth in C(1) above, its officers, agents, and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of A, Prohibited Conduct, above.



## ARTICLE TWO

### SALARIES AND COMPENSATION

#### I. SALARY SCHEDULE

- A. Effective the first full pay period following ratification of the MOU and not earlier, the base salary shall increase by 8%; effective the first full pay period following July 1, 2022, the base salary shall increase by 3%; effective the first full pay period following July 1, 2023, the base salary shall increase by 3%. The salary schedule is attached hereto as Appendix "B."

One-time NonPERSable Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable pay of \$3,000.00 (Three Thousand Dollars). Should a group other than a public safety group (Police or Fire) receive a greater one-time non-PERSable pay during the term of the MOU, employees shall receive that same level of one-time pay. The employees will receive the one-time payment on a check separate from their paycheck.

#### B. SALARY ADMINISTRATION

1. 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.

2. 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.

3. Right to Raise Salaries, Other Compensation and Benefits

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

4. Base Salary

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

5. Extra Pay/Compensation

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

6. Y-Rating

- a. When a personnel action, such as a demotion due to layoff, reclassification, or job rehabilitation results in the lowering of the

incumbent unit employee's salary range, the affected incumbent's salary may be "Y-rated" by the City.

- b. "Y-rated" shall mean the maintenance of the incumbent employee's salary rate at the level effective the day preceding the effective date of the personnel action in lieu of placing the employee in a lower salary range.
- c. The employee's base salary shall remain at the same level until the salary range of the new classification equals or exceeds the Y-rated salary.
- d. Those unit employees on a job rehabilitation shall be Y-rated upon written agreement and mutual consent between the affected employee and the City.

## **II. Bilingual Allowance**

### **A. Eligibility**

- 1. The department head shall designate certain unit employees to receive bilingual pay, who have been certified by the Human Resources Department as possessing the skills necessary to communicate effectively in English and a second language with the public in order to conduct the business of the City.
- 2. No more than one unit employee within an office or crew will receive bilingual pay, unless it is determined by the department head that such an exception exists. An exception may occur within an office, wherein unit employees take different lunches and or work flex-schedules.
- 3. Human Resources Department shall certify, through examination, that the employee has a basic fundamental conversational skill level in the second language.

### **B. Compensation**

- 1. Eligible employees assigned to Bilingual Allowance receive extra compensation of one hundred dollars (\$100) per month above their base salary.
- 2. This extra pay compensation shall become effective the first pay period following the receipt of the Bilingual certificate and approval by the Director of Human Resources. This extra compensation shall terminate immediately upon the day the assignment is revoked by the Department Head.

### **C. Limitations**

- 1. Eligible languages will be those languages identified by the Los Angeles County Registrar-Recorder/County Clerk for use in municipal elections held in the City of West Covina or those languages designated by the City Manager as appropriate. Currently, these languages identified by the Los

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

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

### **III. Acting Pay Assignment**

#### **A. Eligibility**

1. Acting pay is intended to compensate those employees assigned to perform a significant portion of a higher level position having a greater degree of responsibility and independence and/or requiring a significantly higher level of expertise.
2. An acting appointment may be made to a higher class or position occupied by a person on temporary leave, disability, or the position is vacant. Such acting appointment made to a higher class or position occupied by a person on temporary leave or disability shall not exceed 12 months, unless extension is approved by the City Manager. An acting appointment made to a vacant position during recruitment for a permanent employee to fill the position shall not exceed 960 hours in a fiscal year. (Government Code section 20480.) Acting appointments shall be made from existing promotional lists, if available.
3. Should no promotional eligibility list exist, acting appointments shall be made in accordance with the provisional appointments section of the Personnel Rules, except as further approved by the City Manager. Upon the return of the incumbent from leave or disability, the acting appointment shall be immediately terminated, and the appointee shall resume regular duties, compensation and privileges as if he/she had continued his/her duties in his/her regular classification.

#### **B. Compensation**

1. Non-Sworn Safety Support Unit employees assigned and approved by management in an acting status, shall be paid five percent (5%) above their base salary after the 30th calendar day of such appointment until the completion of the appointment, provided such acting appointments are made in writing by Management with a copy to the Human Resources Department.
2. Attempt to Appoint Different Qualified Employees

Whenever practical, based on the experience and expertise required to perform the higher level duties, management will attempt to appoint different qualified employees to acting assignments based on the needs of the organization.

3. **Limitations Appointments to Higher Level Positions**

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

**IV. Matron Duties Pay**

Employees will be paid a flat amount of \$25 (twenty-five dollars) per shift for each shift that they perform matron duties pursuant to direction and approval of their supervisor.

**V. Limitation on Assignments**

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

**VI. PERS Retirement Benefits**

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

**A. Unused Sick Leave**

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

**B. One Year Final Compensation**

Retirement benefits shall be computed using the One-Year Final Compensation Option under PERS Section 20024.2.

**C. Tier One "Classic" Members – 2.5% @ 55**

Miscellaneous employees shall participate in the PERS 2.5% at age 55 retirement benefit plan. The City shall pay 100% of PERS employer cost for these employees. The employees shall pay the full employee cost of eight (8%). Such contribution shall be made on a pre-tax basis.

**Tier Two "Classic" Members – 2% @ 60**

Employees hired on or after January 1, 2011, shall participate in the PERS 2% at age 60 retirement benefit plan. The City shall pay one hundred percent (100%) of the PERS employer cost for such employees. The employees will pay the full employee cost of seven percent (7%). Such contribution shall be made on a pre-tax basis.

**"New" PERS Members – 2% at age 62**

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

### **Cost-Sharing**

Effective the first full pay period following July 1, 2022, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f); effective the first full pay period following July 1, 2023, both classic and new members shall pay an additional 1.5% of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution as described above shall continue.

#### **D. 4th Level Survivor Benefits**

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

#### **E. Military Buy Back**

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

### **VII. Classification and Compensation Study**

The City agrees to have completed a classification and compensation study that covers the classifications of this unit by March 31, 2023.

## ARTICLE THREE

### WORK WEEKS/SCHEDULES/OVERTIME/COMPENSATORY TIME

#### I. HOURS OF WORK POLICY

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

#### II. WORK WEEKS

##### A. **7-Day Work Week**

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

##### B. **5/8 and 4/10 Work Schedules and Work Week**

5/8 and 4/10 work schedules shall consist of a seven (7)-day work week 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. **4/10 Work Schedules — Unit Employees**

1. On or after January 1, 2004, the City may implement a 4/10-work schedule for all unit employees.
2. It is understood that City Hall will remain open Monday through Friday, except for holidays, as set forth in this agreement.
3. The City Manager maintains the final authority to determine work schedules as required.

##### D. **9/80 Work Schedule**

9/80 work schedule shall consist of a seven (7)-day work week of forty (40) hours as follows:

Employees working a 9/80 work schedule will have a regular day off every other week as determined by the City. For such employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of his/her eight hour shift on the day of the week that corresponds to the employee's alternating regular day off.

##### E. **7-Day Work Week— Fixed and Regularly Recurring**

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

##### F. **28-Day Work Period — Fixed and Regularly Recurring**

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

**G. Non-Sworn Safety Support Employees – Semi-Annual Work Periods**

Non-Sworn Safety Support Employees – are covered by the semi-annual work period of 1040 hours. (7(b) exception to FLSA.)

**III. TIME WORKED**

**A. Maximum Time Worked – 7-Day Work Period**

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

**B. 36-HOUR WORK PLAN**

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

**For Community Service Officers assigned to the Police Patrol Division and Jailers:**

1. Scheduled pay back work day(s).
2. Reduction in time and one-half pay.
3. If the employee is unable to reconcile the sixteen (16) hours as stated above, and the employee has four (4) or more hours that remain to be reconciled he/she may work an additional day to reconcile the time.
4. If the employee does not wish to work an additional day or has less than four (4) hours to reconcile at the end of each month, he/she may use vacation or compensatory time to reconcile the time owed the City.

**For Public Safety Dispatchers:**

1. Scheduled pay back work day(s).
2. Overtime hours.
3. If the employee is unable to reconcile the sixteen (16) hours as stated above, any remaining hours owed will be deducted from employee's accrued vacation, holiday or compensatory time leave.

**IV. CHANGE IN WORKING HOURS**

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

**V. HOLD OVER — COMMUNICATIONS EMPLOYEES**

When conditions necessitate, employees in the Communications Department shall be required on a mandatory basis to hold over past the end of their normal shifts (not to exceed fourteen (14) consecutive hours) and/or to be called back to work during their off-duty time. Such action shall be taken during emergency situations as determined by management, including when staffing drops below department set minimum levels.

**VI. BREAKS — REST PERIODS**

**A. Two 15-Minute Breaks — Rest Periods**

1. Number of Breaks

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

2. Non-accumulative

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

3. Not Used at Beginning and End of Work Shift

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

4. Rest Period Procedure

a. Scheduled Not to Impair Service

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

b. Length of Rest Period

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

**VII. OVERTIME**

**A. Overtime Policy**

It is the policy of the City of West Covina to avoid the necessity for overtime work whenever possible. However, when overtime is necessary and approved by management, payment will be paid or compensatory time accrued at time and one-half for all hours worked in excess of the normal daily work shift. Vacation, sick



leave, holidays, bereavement leave, jury duty and compensatory time off shall be considered hours worked.

**B. Overtime Authorization**

1. If in the judgment of management, work beyond the established work week is required by his/her employees, such work, except in the case of immediate emergency, shall be performed only with the prior authorization of management.
2. In emergencies, where prior authorization cannot be issued, management shall obtain approval for the overtime worked at the earliest opportunity thereafter, in no case to exceed five (5) calendar days after the day in which the overtime was worked.
3. An emergency shall be construed as an unforeseen combination of circumstances that calls for immediate action, as determined by management.

**VIII. ELECT TO USE COMPENSATORY TIME**

**A. Approval**

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

**B. Once Comp Time is Approved No Request for Cash Payment**

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

**C. Use of Compensatory Time**

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

**D. Compensatory Time Deposit**

The hours deposited into each employee's time bank pursuant to the 2020- MOU and remaining in this bank upon separation from employment will be cashed out and paid to the employee.

**IX. TIME WORK INCREMENTS**

**A. Increments — Less Than One Hour**

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

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

2. Incidental Overtime — Not Compensable

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

**B. Increments Over One Hour**

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

**X. OVERTIME "COMPENSATORY TIME" ACCUMULATED AND PAYMENT**

**A. Eligibility**

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

**B. Accumulation**

1. Total Hours Comp Time —Community Services Officers, Police Records Specialist I & II, Jailers and Lead Jailers, Forensic Specialist

Community Services Officers, Police Records Specialists I & II, Jailers and Lead Jailers may accumulate up to a total of one hundred twenty (120) compensatory hours, unless otherwise set forth in this agreement.

2. Total Hours Comp Time — Public Safety Dispatchers and Senior Communications Operators

Public Safety Dispatchers and Senior Communication Operators may accumulate up to a maximum of one hundred and eighty-four (184) hours of comp time and holiday comp time.

3. Holiday Compensation Time — Public Safety Dispatchers and Senior Communications Operators

Public Safety Dispatchers and Senior Communications Operators who work on a fixed holiday as set forth in Article Five shall accrue holiday compensatory time based upon the following hours worked:

- a. Minimum four (4) hours to 7.99 hours to accrue four (4) hours of compensatory time.
- b. Over eight (8) hours to accrue eight (8) hours compensatory time.
- c. Such time shall be accounted for separately from overtime compensatory time but shall be included in the maximum of 184 hours allowed for all compensatory time.

4, Compensatory Time at Termination

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

5. Compensatory Time - Change in Classification

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

**XI. EMERGENCY OVERTIME REQUIREMENT**

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

**XII. DEFINITIONS — Call-back, Stand-By, On-Call, and Court Stand-By "On-Call"**

**A. Call-back**

- 1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.
- 2. Unit employees must physically return to the worksite in order to receive call-back pay.

**B. Stand-by**

- 1. Stand-by is an assignment given to unit employees by management requiring them to be accessible via phone, recall (pager) devices, or other methods approved by management.
- 2. Unit employees on a stand-by assignment shall be required to return to work as directed by management.
- 3. Unit employees on stand-by assignment may be required to stay within a designated location or area to respond to work related duties as directed by management.

**C. On-Call**

1. On-Call is an assignment given to unit employees by management requiring them to be accessible via phone; recall (pager) device; or other methods approved by management.
2. Unit employees on on-call status may be required to return to work as directed by management.

**D. Court Stand-by "On-Call"**

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

**XIII. CALL-BACK COMPENSATION**

**Non-Sworn Safety Support Employees Call-Back Pay**

1. If an employee is required to return to work at the request of his/her department head while on regularly scheduled time off, the employee shall receive a minimum of three (3) hours pay at the rate of time-and-one-half.
2. Unit employees shall be compensated at the applicable rate for all time worked in excess of three (3) hours, that includes necessary travel time from the employee's home to the job site and return.
3. The minimum provided for herein shall not be paid more than twice during any one calendar day.

**XIV. COURT TIME PAY**

Time spent in court beyond the regularly scheduled shift will be paid at a time and one-half rate with a two (2) hour minimum guarantee.

**XV. COURT STAND-BY "ON-CALL"**

Employees on court stand-by "on-call" during off-duty hours for court stand-by, shall be compensated at a rate of fifty dollars (\$50) per day.

**ARTICLE FOUR**  
**FRINGE BENEFITS**

**I. FRINGE BENEFITS ADMINISTRATION PROVISION**

**A. Administration**

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

**B. Selection and funding**

1. In the administration of fringe benefits programs involving insurance, the City shall have the right to select any insurance carrier, self-insure, or other method of providing coverage to fund the benefits provided, as long as the benefits of the plan are substantially the same.
2. The City may choose to exercise its right to select the insurance carrier and select Medicare as the City's Retirement Insurance Carrier for eligible unit employees and retirees. In such case, the employees and retirees who are eligible will be required to enroll in Medicare and continue to be eligible to participate in other City medical plans.

**C. Changes**

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

**II. CAFETERIA PLAN**

**A. Health Insurance**

1. Any employee hired before the date the 2014-2015 MOU was ratified and who does not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of six hundred dollars (\$600) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.
2. All employees hired on or after the date the 2014-2015 MOU was ratified, who do not participate in the City's health insurance plan and can demonstrate that he/she has health insurance coverage from another source will receive a City contribution of three hundred dollars (\$300). This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.
3. An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Employee Only medical premium or \$600 whichever is greater.

4. An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser 2-party medical premium.
5. An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles Region Kaiser Family medical premium.
6. Should the monthly City contribution exceed the monthly medical premium amount, any excess amount can be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

**B. Dental Insurance**

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

**C. Vision Insurance**

In addition to the above amounts for medical and dental, the cafeteria amount shall also include the employee only monthly cost for vision insurance. Employees may enroll eligible dependents in the plan at the employee's cost.

**III. RETIREE HEALTH BENEFIT — CITY'S MONTHLY CONTRIBUTION**

**A. City Contribution Amount**

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

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

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

**IV. RETIREE DENTAL INSURANCE BENEFIT**

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

**V. EMPLOYEE HEALTH BENEFITS COMMITTEE**

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

**VI. RETIREE HEALTH SAVINGS PLAN**

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

- A. Employee Contribution \$25 per month minimum
- B. Employer Contribution \$100 per month
- C. Employer Lump Sum RHS Contribution
  - 1. Employee must be a full-time West Covina City employee as of July 1, 2006, to qualify for this benefit.
  - 2. Employee must take a service or disability retirement from the City of West Covina to qualify for this benefit.
  - 3. A lump sum RHS contribution to the Plan to be paid by the City at the time of the qualifying employee's retirement (In the event of death prior to retirement lump sum paid immediately to spouse/dependents from the Plan.
  - 4. To obtain the lump sum benefit employee must retire from the City of West Covina by July 1, 2017, or after the first pay period following the employee's 62<sup>nd</sup> birthday, whichever comes first. Unit employees who are age 62 within the first six months of the program shall have six months beyond their 62<sup>nd</sup> birthday to retire before losing any lump sum entitlement.
  - 5. Employees working beyond the sunset provisions under "4" above will have their lump sum amount reduced by \$900 each year after the 10 year/age 62 provision until they retire.
  - 6. AMOUNT OF BENEFIT

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

(maximum benefit \$25,000)

Break in service cannot exceed one year to qualify for continuous full-time service credit. (Part-time hours do not count toward service credit).

7. Effective July 1, 2013, the PARS EPMC Supplemental Retirement Plan was eliminated for all unit employees.
8. Effective July 1, 2013, employees that participated in the PARS EPMC Supplemental Retirement Plan are eligible to receive lump sum contributions to their RHS account as follows:
  - a. The City will contribute into the employee's RHS account a lump sum of three hundred dollars (\$300) annually each July for a period of six (6) years.
  - b. An employee must be an active employee of the City as of July 1<sup>st</sup> of each year to receive year's lump sum contribution.
  - c. The maximum amount contributed under this provision shall be \$1,800.
  - d. Should an employee leave the City prior to completion of the six (6) years, the employee will only receive this benefit for the years he/she was an employee of the City.

**VII. SECTION 125 PLAN**

- A. The City has established a program consistent with Section 125 of the IRS Code, which enables employees to voluntarily use pre-tax earnings for medical, dental, and dependent care expenses.
- B. It is understood by the parties that participation in the Plan is voluntary for employees and the City will not be obligated to contribute to pay any employee costs who participate in the Plan.

**VIII. STATE DISABILITY INSURANCE**

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

**IX. LIFE INSURANCE**

**A. Term Policy**

The City shall provide all unit employees a term life insurance policy in the amount of fifty thousand dollars (\$50,000).

**B. Retired Employee Life Insurance - \$500**

The City shall provide all unit employees who retire from the City a term life insurance in the amount of five hundred dollars (\$500).

**X. LONG TERM DISABILITY INSURANCE**

**A. Benefit**

The City shall provide for all unit employees a long-term disability insurance (LTD) plan, which provides sixty percent (60%) of monthly earnings, to a maximum



benefit of five thousand dollars (\$5,000) per month. Coverage becomes effective on the later of: 1) 180 days; or 2) the date your accumulated sick leave payments end, if applicable. Coverage after ninety (90) days may be purchased by the employee through payroll deduction.

**B. More Specific Information**

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

**XI. UNIFORM ALLOWANCE — In-Lieu of Issue**

**A. Eligible Classifications**

The City shall provide an annual Uniform Allowance in-lieu of issue to the following classifications:

Community Service Officer, Forensic Specialist, Jailer, Lead Jailer, Police Records Specialist I and II Public Safety Dispatcher and Senior Communications Operator.

Each January, employees in the above listed classifications shall receive an annual uniform allowance of seven hundred dollars (\$700) per calendar year.

**B. Payment**

Payment will be made in January of each calendar year. If an employee receiving such a payment terminates during the course of that year, the uniform allowance will be adjusted for those months served and the balance will be deducted from the final paycheck for that employee.

Purpose of Uniform Allowance

1. The purpose of uniform allowance is for those employees in classifications receiving allowance to purchase and maintain their required City uniform in-lieu of City issue.
2. It is the responsibility of all employees receiving uniform allowance to purchase and maintain uniforms per requirements and conditions set forth by management.

**C. Uniform Requirements**

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

**XII. TUITION REIMBURSEMENT PROGRAM**

**A. Maximum Reimbursement**

Effective July 1, 2007, the maximum annual tuition reimbursement (including books) shall be \$1,130 per fiscal year.

**B. Administrative Policy**

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

**XIII. MILEAGE REIMBURSEMENT — PRIVATE VEHICLE**

**A. Using Private Vehicles for Approved City Business**

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

**B. Mileage Reimbursement Rate**

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

**C. Administrative Policy**

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

**XIV. MISUSE OF BENEFITS**

Employees who fraudulently gain or fraudulently attempt to gain for themselves or others by deception, omission, or fraud the benefits of the City's Workers' Compensation, retirement, medical, dental, or other insurance policies or any other benefit which they would not otherwise be entitled to shall be subject to: 1) denial of requested benefits; and/or b) disciplinary action up to and including removal.

**ARTICLE FIVE**  
**LEAVE POLICIES**

**I. HOLIDAYS**

**A. Official Fixed Holidays**

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

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

For 2021 only, employees will receive Veteran's Day as a paid holiday. The parties agree to continue meet and confer process with regards to holidays as part of the upcoming meet and confer process surrounding revisions to the City's personnel rules. Should this meet and confer process not be fully completed by Veteran's Day 2022 or 2023, then employees will receive Veteran's Day as a paid holiday in those years.

2. Fixed Holidays —10 Hours Leave With Pay

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

3. Fixed Holidays — Leave With Pay — Public Safety Dispatchers (PSD) and Senior Communications Operators (SCO)

- a. Public Safety Dispatcher's and Senior Communications Operator's who work the 3/12 shift will receive holiday pay based on actual hours worked. Dispatchers and Senior Communication Operators must work a minimum of eight (8) hours on the holiday to receive the holiday pay. Any PSD/SCO assigned to the 4/10 schedule and works a 12-hour shift on a holiday will receive the holiday pay. PSD/SCO must work a minimum of 8 hours on the holiday to receive the holiday pay.
- b. For example: for Public Safety Dispatchers or Senior Communications Operators who work the 3/12 work week, when a holiday falls on a regularly scheduled work day, and the employee works his/her full 12-hour shift, the employee shall be paid for their

regular shift of 12 hours at straight time pay, plus 12 hours of holiday time at straight time pay.

4. City Hall and the majority of all City departments with the exception of Police and Fire will be closed each year from December 24<sup>th</sup> through January 1<sup>st</sup>. Each year employees will receive a separate bank of holiday hours that can only be used to cover their absence from work from December 24<sup>th</sup> through January 1<sup>st</sup>.
5. The amount of these separate holiday hours granted to each employee will be based on the employee's normal work hours on these days. The employee must be an active employee of the City of West Covina on the above dates to receive these holiday hours.
6. Any employee required to work between December 24<sup>th</sup> and January 1<sup>st</sup> on their normal work day(s) will receive compensatory time off or holiday pay based on actual hours worked up to a maximum of sixty (60) hours.

**B. Floating Holiday Leave (Previously Referred to as "Personal Leave")**

1. In addition to the City's fixed holidays, Non-Sworn Safety Support unit employees shall be eligible to use up to forty (40) hours of Floating holiday leave per each calendar year as approved by management.
2. Floating holiday leave becomes usable January 1 of each calendar year and must be used by December 31 of the same calendar year. The hourly equivalent may not be paid in lieu of time off.
3. Floating holiday leave may not be accumulated and carried over into the next calendar year. Any unused floating holiday leave time remaining at the end of each calendar year, if any, shall be null and void unless approved by City Manager.

**C. Floating Holiday Leave**

1. New employees are not eligible to receive and use floating holiday leave until they have been continuously employed with the City for a period of one (1) month.
2. New employees appointed after the beginning of the calendar year are entitled to floating holiday leave at a rate of 1.54 hours per pay period of full-time employment.

**D. Floating Holiday Leave — Reinstated Employees**

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

**E. Floating Holiday Leave — Terminating Employees**

1. Terminating employees who have not used all the floating holiday leave that they are entitled to shall be paid off at the rate of 3.33 hours per month

of employment in the current calendar year. If the employee's termination date is after the 18th of the month, the employee will receive floating holiday leave credit for that month.

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

**F. Limitations on Holiday Leave**

Holiday leave shall not apply to any employee hired on a part-time, temporary, extra help, hourly, or daily basis. A temporary employee, who is filling a full-time position, during the absence of a regular employee on a military leave of absence for military duty, shall be entitled to the same holidays as a regular employee.

**G. Paid Status Eligibility**

Employees are eligible to receive holiday leave with pay only if they are in a "paid status" on the regularly scheduled workday or shift immediately preceding the holiday and the regularly scheduled workday or shift immediately following the holiday.

"Paid status" includes vacation, sick leave, compensatory time, bereavement leave, jury duty and injured on duty.

**H. Observation of Saturday and Sunday Holidays**

1. For those employees whose normal workweek is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
2. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.
3. For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to eight (8) hours straight compensatory time for the holiday. This compensation can be taken as either compensatory time or pay, at the discretion of the employee.

**I. Holiday Scheduling**

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

**II. VACATION**

**A. Vacation Policy**

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

**B. Vacation Leave Earned and Accumulated**

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

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

\* At completion of 60 months add 40 hours

**C. Limitation — Vacation Leave Accrual**

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.
2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.
3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, and is not eligible to cash out vacation leave per the provisions of this Section, the Human Resources Director shall approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

**D. Vacation Leave Accrual for Holidays**

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

**E. Payment for Unused Vacation Leave Time at Termination**

Any employee shall be paid for accrued vacation leave time on the effective date of termination.

**F. Payment for Unused Vacation Leave Time**

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

**G. Vacation Leave — Reinstated/Reemployed Employees**

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

**H. Vacation Leave — New Employees**

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

**III. SICK LEAVE**

**A. Sick Leave Benefit**

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

**B. Sick Leave Earned**

1. Employees shall accrue ninety-six (96) hours of sick leave per calendar year.
2. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall receive 3.69 hours per pay period of sick leave pay. Thereafter, for each pay period of service in which the employee has worked or has been paid for one-half (1/2) or more of the actual number of working days of such month, he/she shall continue to accrue 3.69 hours of credit for sick leave with pay.
3. Sick leave may be used by new employees following thirty (30) calendar days of employment.
4. Unused sick leave may be accumulated without limit.

**C. Reinstatement of Sick Leave**

1. Any employee who is reinstated to full-time City employment shall be given full credit for his/her unused accumulated sick leave at the time of termination, provided, however, that no payoff for accumulated sick leave was received upon termination.
2. Upon reemployment, an employee who has separated employment in good standing will have sick leave time reinstated in amount accumulated at the time of separation up to a maximum of 320 hours. In the event that through the course of continued employment accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

**D. Sick Leave Annual Payoff Program**

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

1. By November of each calendar year, the City will determine the amount of unused sick leave for each regular employee.
2. Sick leave used by an employee during each calendar year will be charged against the employee's current year's earnings.
3. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours.
4. Each employee must carry over to a sick leave "bank" a minimum of thirty-six (36) current year unused hours in December, and may request cash payment for any hours between thirty-six (36) and seventy-six (76) current year unused hours or may leave these hours in their sick leave bank.
5. If thirty-six (36) hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. For employees with a minimum of seventy-six hours (76) hours of unused current year sick leave accrual, all hours above seventy-six (76) to a maximum of ninety-six (96) hours of the current year's annual sick leave will automatically be transferred to the employee's RHS account.
7. To qualify for this program, employees shall not be allowed to charge sick leave to other forms of paid leave.

#### Sick Leave Payoff Upon Termination

Unit employees, upon termination of continuous full-time salaried City service, other than by discharge, shall be paid at the employee's hourly rate of pay for fifty (50) percent of the difference between 320 hours and the amount of sick leave accrued. The maximum accrual for determining sick leave payoff upon termination is 800 hours.

The maximum payout can be illustrated as follows:

Maximum accrual	800
Minimum number of accrued hours	- 320
Difference	480
50% of 480, or not to exceed 240 hours, can be cashed out.	

#### **E. Use of Sick Leave**

1. Approval  
Sick leave can only be granted upon the approval of management or his/her designee in the case of bona fide illness or injury of the employee



or in the event of the care or attendance of serious illness or death of a member of the employee's immediate family.

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

2. **Physician's Certificate on Use of Sick Leave**

Management may require evidence in the form of a physician's certificate, or written statement, for any 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 may be grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

3. **Physical Examination May be Required**

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

**F. Use of Sick Leave — Care of Immediate Family**

1. No more than forty eight (48) hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family.
2. The phrase "immediate family", for the use of sick leave, is defined as grandparent, parent, spouse, registered domestic partner, in-laws, child, stepchild, grandchild, brother, or sister.

**G. Temporary Disability**

1. A City 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 to him/her of his/her full salary.
2. When his/her accumulated sick leave, or vacation, or both are exhausted, he/she is still entitled to receive disability indemnity.

**H. Sick Leave Limitations**

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

1. Sickness or disability sustained while on leave of absence, other than regular vacation leave or sick leave.
2. Disability or illness arising from compensated employment other than with the City of West Covina.

**I. Sick Leave During Vacation**

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

**J. Holiday During Sick Leave**

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

**K. Use of Sick Leave to Offset Disability Retirement**

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

**IV. WORK RELATED DISABILITY LEAVE**

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

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

**B. Temporary Disability Compensation**

1. Temporary disability compensation, if any, being considered as and credited to salary for this purpose — for the period of such disability, but not exceeding one (1) year, or until such earlier date as they are determined to be permanent and stationary and unable to return to their usual and customary duties.
2. The leave of absence hereby granted shall be in addition to, and shall not be charged to or deducted from, accumulated sick leave except as provided here.
3. Such leave, however, shall not be paid for more than three (3) days unless and until such employees are determined by the City to be legally entitled

to receive benefits under the Workers' Compensation Law of the State of California based upon such injury or illness. When and while applicable, this section shall supersede the provisions of the Grievance Procedure.

**C. Salary Step Increases During Leave**

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

**D. Review of Safety Committee**

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

**V. BEREAVEMENT LEAVE**

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

**VI. MILITARY LEAVE**

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

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

**B. Inactive Military Service**

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

2. Pay for such purposes shall not exceed thirty (30) days in any one year of City service, all service of said public employee in the recognized military service shall be counted as City service.
3. The City may grant a military leave of absence without pay for an indefinite period of time to any employee who is called into active military service even though the employee does not meet the one (1) year of continuous service requirements.

**C. Active Military Service**

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

**VII. JURY DUTY**

**A. Jury Duty Policy**

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

**B. Jury Fees Returned to the City**

The City will grant an employee required to serve on jury duty, or to report for examination to serve on jury duty, one (1) time for a maximum of one hundred sixty (160) hours, paid leave for such purposes during any three (3) consecutive years

of employment. All fees received by the employee for jury duty, exclusive of mileage, shall be remitted to the City. City Administrative procedures will govern further details of this program.

## **VIII. FAMILY CARE LEAVE**

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

Leaves due to pregnancy or subsequent to the birth or adoption of a child for parental care purposes, will be granted for a reasonable period of time by the City Manager, provided such period, including paid leave and leave without pay, shall not exceed twelve (12) weeks in a twelve (12)-month period. Such leave shall not be conditioned on whether the employee is medically disabled but must be directly associated with the birth or adoption of a child.

### **B. Family Illness**

Leaves due to serious health condition of a covered family member as defined under applicable California and federal law of an employee may be granted for a reasonable period of time by the City Manager, provided such period including paid and unpaid leave, shall not exceed twelve (12) weeks in any 12-month period. Only those employees with at least one year of continuous City employment shall be eligible. Certification from a health care provider that the employee's leave is necessary and the prospective length of such leave may be required upon request. Family care leave shall be administered in a manner consistent with Sections 12945, 12945.2 and 19702.3 of the California Government Code. California law shall prevail unless preempted by federal law.

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

1. Paid benefit time such as vacation, personal leave days, compensatory time and administrative leave may be taken during any family leave period so long as the total time off does not exceed twelve (12) weeks. Such leave must be used prior to an employee taking leave without pay except during the disability period of a female employee, 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 employees on family care leave are entitled to return to the same or comparable position.
2. More specific details on the Family Care Leave policy is set forth in the City's Personnel Rules.

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

When an employee has exhausted all sick leave and vacation time to which he/she is entitled, the City Council may, upon showing of good cause and justifiable and deserving circumstances, grant to such employee a leave of absence with pay for a period not exceeding six months and subject to such conditions as the City Council may deem advisable. If the special leave of absence request is in relation to an employee's disability accommodation then the leave shall be determined through the interactive process on a case-by-case basis. If temporary disability payments are paid to such employee during

any such leave of absence with pay, they shall be credited to and considered a part of his/her salary, and the City shall pay only the difference which when added thereto would equal his/her full salary.

**X. LEAVES OF ABSENCE WITHOUT PAY**

**A. Unauthorized Absence — Automatic Termination**

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

**B. Unauthorized Absence — Other Disciplinary Action**

Any unauthorized absence may be cause for disciplinary action.

**C. Authorized Absence**

1. Upon the request of the employee and the recommendation of the appointing authority, a leave of absence without pay may be granted by the Council or City Manager to an employee, who immediately preceding the effective date of such leave, shall have completed at least one year of continuous service.
2. An employee shall not be entitled to a leave of absence as a matter of right, but only upon good and sufficient reason.
3. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

**D. Leave of Absence Without Pay - Duration**

1. Request for leave of absence without pay shall be made as prescribed by the Human Resources Director, and shall state specifically the reasons for the request, the date when leave is desired to begin, and the probable date of return to work.
2. The Human Resources Director may approve the request of leave of absence without pay, of one hundred twenty (120) calendar days or less upon the recommendation of Department Head.
3. The City Manager may approve, upon recommendation of the Department Head, requests of more than one hundred twenty (120) calendar days, not to exceed one (1) full year.
4. The City Manager may later, due to mitigating circumstances, extend such leave of absence without pay for one (1) additional full year with the approval of the Department Head.
5. A physician statement shall be required of any employee who requests leave of absence without pay as a result of medical conditions.

6. If the leave without pay request is in relation to a disability accommodation, then the leave will be determined through the interactive process on a case-by-case basis without the aforementioned restrictions.

**E. Leave of Absence — Employee Injured on Job**

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

**F. Accrual of Benefits**

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

**XI. FAILURE TO RETURN FROM LEAVE**

- A. Failure of the employee to return to his/her employment upon the termination of any authorized leave of absence shall constitute an automatic termination from City service, unless such leave is extended as approved by management for mitigating circumstances.
- B. The City reserves the right to revoke or cancel any authorized leave for reasons, which the City finds to be sufficient.

**ARTICLE SIX**  
**GENERAL PROVISIONS**

**I. WAIVER PROVISION ON BARGAINING DURING TERM AGREEMENT**

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

During the term of this Agreement, the parties agree to meet and confer regarding updates to various policies and rules when requested by the City and/or Teamsters Local 1932.

**II. EMERGENCY WAIVER PROVISIONS**

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

**III. SEVERABILITY PROVISION**

**A. MOU Remains in Full Force and Effect**

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

**B. Successor Provision**

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

**IV. PROVISIONS OF MEMORANDUM**

**A. Sole and Entire Memorandum of Understanding**

It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and Memorandums of Understanding, oral or written, expressed or implied, between the parties, and shall govern their entire relationship of any and all rights or claims which may be asserted hereunder or otherwise. This Memorandum of Understanding is not intended to cover any matters preempted by Federal or State law.

**B. Personnel and Departmental Rules**



1. It is understood and agreed that there exists within the City, in written form, Personnel and Departmental Rules.
2. Except as specifically modified by this Memorandum of Understanding (MOU) these rules and regulations and any subsequent amendments thereby, shall be in full force and effect.
3. Before any new or subsequent amendments to these Personnel and/or departmental rules and regulations, which directly affect wages, or significantly alter hours, and terms and conditions of employment are implemented, the City shall meet with the Union regarding such changes.
4. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met with the Union as required.

**V. AMENDMENTS TO MEMORANDUM OF UNDERSTANDING**

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

**VI. NOTICE OF FUTURE MEET AND CONFER**

If the Union desires to meet and confer with representatives of the City of West Covina concerning improvements or changes in wages, hours, or other conditions of employment for the employees represented by the Union which would take effect on or after July 1, 2024 the Union shall serve upon the City Manager a written request to meet and confer no later than February 1, 2024.

**VII. RATIFICATION AND IMPLEMENTATION**

**A. Acknowledgement**

The City and Union acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Union members voting who are in classifications requested by each Union 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 Union.

**VIII. RATIFICATION**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Union and entered into on this day of November \_\_, 2021.

**IX. TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this Memorandum of Understanding shall be for a period of three years, through June 30, 2024.

## **ARTICLE SEVEN**

### **D.R.I.V.E.**

The City agrees to deduct voluntary contributions to DRIVE from the paycheck of all employees who submit to the City a signed wage deduction authorization form covered by this Agreement. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expense incurred in administering the weekly payroll deduction plan. The Union hereby agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims or causes of action arising from the operation of this Article, including claims for deductions made in reliance on representations and certifications regarding valid employee wage deduction authorizations.

The Union will not solicit DRIVE on the City's property, but the Union may post information on the Union bulletin board.

## **ARTICLE EIGHT**

### **NEW EMPLOYEE ORIENTATION AND UNIT INFORMATION**

#### **Section 1     New Employee Orientation**

"New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means and mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

The City shall provide the Union mandatory access to its new employee orientations. The exclusive representative shall receive not less than ten (10) calendar days' notice in advance of an orientation, except that shorter notice may be provided in a specific instance where there is an urgent need critical to the City's operations that was not reasonably foreseeable.

At all new employee orientations, Union representatives shall be allowed up to thirty (30) minutes exclusive time with bargaining unit employees to explain the coverage of this Agreement, obligations and benefits of Union membership, and to provide all other pertinent information to the employees regarding the Union. Such time may be scheduled in a meeting room or other space provided by the City.

In the event the City does not conduct an in-person new employee orientation, the Union shall have thirty (30) minutes to meet with new bargaining unit employees at their worksite, within fifteen (15) days of their start date, to share information. The Union Representative shall be afforded release time for the meetings described herein.

#### **Section 2     Unit Information**

The City shall provide Teamsters Local 1932 and the assigned Business Agent with a list of all current employees in the bargaining unit, identifying any new employee hired since the last report and the position they have been assigned to. This report shall be provided every 120 days and shall include contact information and worksite locations.

**APPENDIX A**  
**CITY OF WEST COVINA**  
**NON-SWORN SAFETY SUPPORT UNIT**

The following are those classifications that have been recognized by the City to be assigned to the Non-Sworn Safety Support Employee Unit:

**JOB TITLES/CLASSIFICATIONS**

Community Services Officer  
Forensic Specialist  
Jailer  
Lead Jailer  
Police Records Specialist I, II  
Public Safety Dispatcher  
Senior Communications Operator

## Appendix "B"

### NON-SWORN SAFETY SALARY SCHEDULE

#### Effective November 13, 2021 - 8% COLA

POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	\$3,516	\$3,693	\$3,876	\$4,072	\$4,276
Forensic Specialist	MT210	\$4,604	\$4,851	\$5,100	\$5,348	\$5,597
Jailer	MT090	\$3,661	\$3,848	\$4,038	\$4,242	\$4,453
Lead Jailer	MT120	\$4,029	\$4,247	\$4,464	\$4,681	\$4,898
Police Records Specialist I	MT030	\$3,054	\$3,210	\$3,369	\$3,537	\$3,714
Police Records Specialist II	MT080	\$3,276	\$3,440	\$3,613	\$3,794	\$3,982
Public Safety Dispatcher	MT130	\$4,700	\$4,935	\$5,182	\$5,441	\$5,712
Senior Communications Operator	MT060	\$5,264	\$5,527	\$5,804	\$6,093	\$6,397

#### Effective July 1, 2022 - 3% COLA

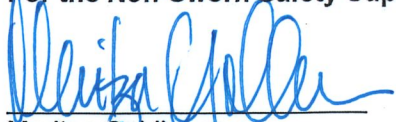
POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	\$3,622	\$3,803	\$3,992	\$4,194	\$4,404
Forensic Specialist	MT210	\$4,742	\$4,997	\$5,253	\$5,509	\$5,764
Jailer	MT090	\$3,771	\$3,963	\$4,159	\$4,370	\$4,586
Lead Jailer	MT120	\$4,150	\$4,374	\$4,598	\$4,821	\$5,045
Police Records Specialist I	MT030	\$3,146	\$3,306	\$3,470	\$3,643	\$3,826
Police Records Specialist II	MT080	\$3,374	\$3,543	\$3,721	\$3,908	\$4,101
Public Safety Dispatcher	MT130	\$4,841	\$5,083	\$5,337	\$5,604	\$5,883
Senior Communications Operator	MT060	\$5,422	\$5,693	\$5,978	\$6,276	\$6,589

#### Effective July 1, 2023 - 3% COLA

POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Community Services Officer	MT200	\$3,731	\$3,917	\$4,112	\$4,320	\$4,536
Forensic Specialist	MT210	\$4,884	\$5,147	\$5,410	\$5,674	\$5,937
Jailer	MT090	\$3,884	\$4,082	\$4,284	\$4,501	\$4,724
Lead Jailer	MT120	\$4,275	\$4,505	\$4,735	\$4,966	\$5,196
Police Records Specialist I	MT030	\$3,240	\$3,405	\$3,574	\$3,752	\$3,940
Police Records Specialist II	MT080	\$3,475	\$3,649	\$3,833	\$4,025	\$4,224
Public Safety Dispatcher	MT130	\$4,986	\$5,235	\$5,497	\$5,772	\$6,060
Senior Communications Operator	MT060	\$5,584	\$5,864	\$6,157	\$6,464	\$6,786

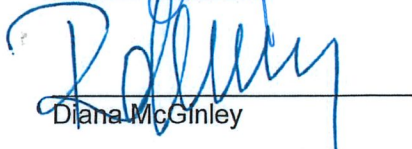
PARTIES TO THE AGREEMENT

For the Non-Sworn Safety Support Employees' Union:

  
\_\_\_\_\_

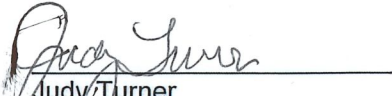
Maritza Goldbaum

11/9/2021  
Date

  
\_\_\_\_\_

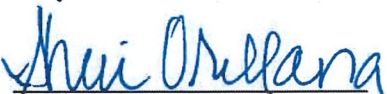
Diana McGinley

10/26/2021  
Date

  
\_\_\_\_\_

Judy Turner

10/26/2021  
Date

  
\_\_\_\_\_

Sheri Orellana  
Teamsters Local 1932


10/26/2021  
Date

For the City of West Covina:

  
\_\_\_\_\_

David Carmany  
City Manager

11-9-21  
Date

  
\_\_\_\_\_

Helen Tran  
Director of Human Resources/  
Risk Management

10/26/2021  
Date

Side Letter of Agreement  
Between the  
City of West Covina  
and the  
City of West Covina Non-Sworn Safety Support Unit Employees

This side letter of agreement ("Agreement") memorializes an agreement entered into between the City of West Covina ("City") and the City of West Covina Non-Sworn Safety Support Unit Employees (collectively "Parties") with respect to the following:

**WHEREAS**, the Parties entered into a Memorandum of Understanding with a term of July 1, 2021 to June 30, 2024 ("MOU"); and

**WHEREAS**, the Parties have met and conferred in good faith concerning the terms and conditions of this Agreement and its implementation; and

**WHEREAS**, all other terms and conditions of the MOU shall remain in full force and effect.

**NOW THEREFORE**, the Parties have agreed as follows:

Within 45 days after ratification of this Agreement, all current employees covered by the Association who were employed by the City as of November 2, 2021 and who received \$3,000.00 (Three Thousand Dollars) in one-time non-PERSable pay pursuant to Article Two, Section 1 of the MOU, shall receive \$2,000.00 (Two Thousand Dollars) in one-time non-PERSable one time pay. The employees will receive the one-time payment on a check separate from their paycheck.



All other terms of the MOU other than the aforementioned terms would remain the same.

**CITY OF WEST COVINA**

  
\_\_\_\_\_  
David Carmany  
City Manager


2.22.23  
\_\_\_\_\_  
Date

**CITY OF WEST COVINA NON-SWORN SAFETY  
SUPPORT UNIT EMPLOYEES**

  
\_\_\_\_\_  
Signature

2/2/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Maritza Goldbaum

2/2/2023