

**RESOLUTION NO. 2022-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA)**

**THE CITY COUNCIL OF THE CITY OF WEST COVINA HEREBY FINDS, DETERMINES, AND DECLARES AS FOLLOWS:**

**WHEREAS**, the City of West Covina, hereinafter referred to as the "City," and the West Covina Police Management Association (WCPMA), have met and conferred in accordance with the Meyers-Milias-Brown Act and Government Code § 3500; and

**WHEREAS**, the meet and confer process is a process that can result in an agreement between employees and the City regarding terms and conditions of employment, including wages, benefits and hours; and

**WHEREAS**, the City and the West Covina Police Management Association have memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in a Memorandum of Understanding for the period of January 1, 2022 through December 31, 2024, which is attached hereto as Exhibit "A."

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The Memorandum of Understanding between the City and the West Covina Police Management Association, attached hereto as Exhibit "A," is hereby approved.

**SECTION 2.** The City Manager is authorized to sign the Memorandum of Understanding.

**SECTION 3.** The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

**APPROVED AND ADOPTED** this 18th day of January, 2022.



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Dario Castellanos  
Mayor

**APPROVED AS TO FORM**



\_\_\_\_\_  
Thomas P. Duarte  
City Attorney

**ATTEST**



\_\_\_\_\_  
Lisa Sherrick  
Assistant City Clerk

I, LISA SHERRICK, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2022-12 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 18th day of January, 2022, by the following vote of the City Council:

AYES:	Castellanos, Diaz, Lopez-Viado, Tabatabai, Wu
NOES:	None
ABSENT:	None
ABSTAIN:	None



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Lisa Sherrick  
Assistant City Clerk



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

**AND**

**CITY OF WEST COVINA  
POLICE MANAGEMENT ASSOCIATION (WCPMA)**

**EFFECTIVE  
JANUARY 1, 2022 THROUGH DECEMBER 31, 2024**

# MEMORANDUM OF UNDERSTANDING

## THE CITY OF WEST COVINA AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION

### PREMABLE

The Meyers-Milias-Brown Act (MMBA) governs labor-management relationships within California local governments. Under MMBA the wages, hours and other conditions of employment are contained in a written memorandum of understanding. It also requires the City of West Covina ("City") and its employee associations to meet and confer regarding these wages, hours and other conditions of employment. The City and the West Covina Police Management Association ("Association") have been negotiating a successor memorandum of understanding and an agreement has been reached for the period of January 1, 2022 through December 31, 2024.

THEREFORE, the City and the Association agree as follows:

### **SECTION 1. SALARY SCHEDULE**

Police Management Association Members shall be paid according to the attached salary schedule (Attachment A-1). The salary schedule replaces all prior forms of compensation including uniform allowance, education incentive, senior officer pay and overtime compensation.

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 January 1, 2023, the base salary shall increase by 3%; effective the first full pay period following January 1, 2024, the base salary shall increase by 3%.

One-time NonPERSable Essential Worker Pay – Within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable essential worker pay of \$5,000.00 (Five Thousand Dollars). The employees will receive the one-time payment on a check separate from their paycheck.

### **SECTION 2. PERS RETIREMENT BENEFITS**

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

#### **A. 3% at Age 50 (Employees Hired Prior to December 19, 2012)**

Unit members hired by the City of West Covina prior to December 19, 2012, shall participate in the PERS 3% at age 50 PERS retirement benefit plan. Each employee

shall pay the full employee cost of nine percent (9%) and an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (12%). Effective the first full pay period after January 1, 2024, each employee shall pay an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%) (9% employee paid member contribution, 6% cost sharing). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 50 formula shall be computed using the One-Year Final Compensation Option (per the city's contract with CalPERS).

### **B. 3% at Age 55 (Classic PERS Members)**

Unit members hired between December 19, 2012 and January 1, 2013 or having reciprocity with another PERS agency ("classic member") shall participate in the 3% at age 55 PERS retirement benefit plan. Each employee shall pay the full employee cost of nine percent (9%) and an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (12%). Effective the first full pay period after January 1, 2024, each employee shall pay an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%) (9% employee paid member contribution, 6% cost sharing). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at Age 55 formula shall be computed using the One-Year Final Compensation Option (per the City's contract with CalPERS)

### **C. 2.7% at Age 57 (New PERS Members)**

Unit members classified as "new safety members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2.7% at age 57 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period.

New Member (PEPRA) employees shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)). In the event that 50% of the applicable normal cost member contribution falls below twelve percent (12%) of compensation earnable, the New Member Employee shall pay the difference between 12% of compensation earnable and 50% of the applicable normal cost member contribution. Effective the first full pay period following January 1, 2024, the New Member Employee shall pay the difference between fifteen percent (15%) of compensation earnable and 50% of the applicable normal cost member contribution.

The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

#### **D. Additional Retirement Benefits:**

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

- **4<sup>th</sup> Level Survivor Benefits**  
Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.
- **Military Buy Back**  
Military service credit as public service credit pursuant to Government Code Section 21024.
- **Post-Retirement Survivor Allowance**  
Post-Retirement Survivor Continuance benefit pursuant to Government Code Section 21624.
- **Pre-Retirement Optional Settlement 2 Death Benefit**  
Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.
- **Pre-Retirement Death Benefit After Remarriage of Survivor**  
Pre-Retirement Death Benefit after Remarriage of Survivor pursuant to Government Code Section 21551.
- **Credit For Unused Sick Leave**  
Credit for Unused Sick Leave pursuant to Government Code Section 20965.
- **Other PERS Benefits**  
Any other PERS Benefit Programs that are provided to the West Covina Police Officers Association shall be provided to the Police Management Association

#### **SECTION 3. PARS SUPPLEMENTAL RETIREMENT PLAN:**

The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on 0.89% of PERSable compensation. At the time of retirement, the employee can make a one-time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the 0.89% of compensation was disallowed by CalPERS in determining their retirement stipend.

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

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

#### **SECTION 4. CAFETERIA PLAN**

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

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

##### **A. Health Insurance**

An amount that when added to the PEHMCA statutory minimum amount is up to the Kaiser Full Family premium rate. If an employee chooses a plan that is less than Kaiser Full Family premium rate (e.g., Blue Shield two party), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay for Blue shield two-party premium rate. If an employee chooses a plan that is more than Kaiser Full Family premium rate (e.g., PERS Care Family), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay Kaiser Full Family premium rate. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.

Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

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.

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.

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.

In the event the Police Officers Association agrees to cap the City medical contribution; such a cap shall also apply to the Police Management Association. An employee who selects a single party plan with a monthly premium of less than \$600, will receive the difference between the amount of that premium and \$600 in cash. An employee who does not take the City's health insurance and can demonstrate that he/she has health insurance from another source will receive \$600.00 per month. Under either of these two scenarios, that amount can be received as cash, placed in the employee's deferred compensation account or used to purchase dental or vision insurance above the amounts provided through the cafeteria plan as described below.

#### **B. Dental Insurance**

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

#### **C. Vision Insurance:**

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

### **SECTION 5. RETIREE HEALTH BENEFIT**

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

In addition to the provision of the statutory minimum amount for all retirees, to comply with PEHMCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

#### **1. Tier 1 Employees:**



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

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

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

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

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

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

## **2. Tier 2 Employees:**

Employees hired between July 1, 2012 and December 31, 2016 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

The City affirms that the provision of retiree health benefits for Tier 1 and Tier 2 Police Management Members as described above, will not be revoked by the City during that member's lifetime (defined as until member's death). Further, the City will reimburse, to the extent applicable, all yearly Medicare premiums once a retired employee or a retired employee's spouse enroll in Medicare.

Upon death of a Tier 1 or Tier 2 retiree, the City shall continue to reimburse the cost of the healthcare premiums for a surviving spouse. This benefit will cease if the spouse remarries. This benefit is only available to a spouse married to a retiree at the time of retirement.

## **3. Tier 3 Employees:**

Employees hired on or after January 1, 2017 are not eligible for the retiree longevity stipend. Those employees will receive a \$200 per month City contribution to a RHS plan. For example, a member of the Police Officers Association who was first hired by the City on or after January 1, 2017 would not be eligible for the retiree longevity stipend but would receive a \$200 per-month City RHS contribution.

## **SECTION 6. LIFE INSURANCE**

### **A. Policies**

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

### **B. Retired Employee Term Life Insurance**

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

## **SECTION 7. TUITION REIMBURSEMENT**

Effective July 1, 2020, the Tuition Reimbursement Program described below is suspended for the term of this Agreement, through June 30, 2022.

**A. Maximum Reimbursement**

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

**B. Administrative Policy**

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

**SECTION 8. HOURS OF WORK**

Daily hours of work or shifts of employees within departments shall be assigned by the Chief of Police as required to meet the operational requirements of the department.

Effective May 6, 2017, the Police Lieutenants shall transition from FLSA Non-exempt to exempt status. The intent of this change is to move Police Lieutenants to a fixed salary and eliminate the overtime benefit (Section 14. Overtime) agreed to in the prior memoranda of understanding. Therefore, the Association has agreed to adopt the "Patrol Lieutenant Deployment Strategy" (Attachment B) which was presented to the Police Chief for approval.

SWAT Lieutenant Call Back Overtime – The SWAT Lieutenant shall be eligible to receive overtime pay for call back time only. Such overtime work must be pre-approved by a Police Captain.

**A. Patrol Division**

Lieutenants assigned to the Patrol Division shall work a 3/12.50 work schedule. Salary is based upon a 40-hour workweek with the condition that at the end of the month the employee will owe the City 10 hours to be reconciled in the form of a scheduled payback.

**B. Non-Patrol**

All other non-patrol police management employees are assigned to a 4/10 work schedule that begins on Saturday at 12:00 A.M. and ends on Friday at 11:59 P.M.

**SECTION 9. COMPENSATORY TIME**

Prior to the salary adjustment all compensatory time shall be cashed out at the member's hourly pay rate as of May 2, 2017. Also, in the event a City employee is promoted from

another bargaining group (e.g. Police Officers' Association), all compensatory time must be cashed out at the employee's rate of pay prior to the effective date of the promotion.

**SECTION 10. VACATION**

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

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

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

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

**A. Limitation – Vacation Leave Accrual**

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

**B. Vacation Accrual of Holidays**

If a holiday falls within a scheduled vacation period, vacation shall be granted based on the employees' regular work schedule (e.g. 12.5 hours for patrol and 10 hours for non-patrol).

### **C. Payment for Unused Vacation**

1. Upon separation of employment the 100% of the employee accrued vacation benefits shall be contributed to the Police Management Association's 401 (A) deferred retirement account.
2. Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 40 hours in any one calendar year, except as otherwise provided herein.

### **D. Advance Payment of Vacation**

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

### **E. Payment-in-lieu of Vacation**

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

## **SECTION 11. POLICE MANAGEMENT ADMINISTRATIVE LEAVE**

Administrative Leave is provided to Police Management employees for the attendance at City Council meetings, community events, special events and the management of police services.

### **A. Management Leave Time for Lieutenants**

Effective January 1 of each year, Lieutenants will receive 80 hours of police management leave (pro-rata based upon date of appointment). Employees will not be

allowed to cash out or carry over any unused police management leave. Any unused leave will expire at the end of each calendar year.

Effective January 1 of each year, Captains will receive 125 hours of Administrative Leave (pro-rata based upon date of appointment). Employees will not be allowed to cash out or carry over any unused Administrative leave. Any unused leave will expire at the end of each calendar year.

Employees may submit a request to the City Manager to carry over a maximum of forty (40) hours of unused Administrative Leave to the next calendar year; which must be used within six (6) months. Approval of request are the sole discretion of the City Manager.

## **SECTION 12. SICK LEAVE**

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

### **A. Allowance/Accumulation**

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

### **B. Use of Sick Leave**

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

### **C. Reinstatement of Sick Leave**

Upon reemployment, an employee who was terminated due to layoff will have sick leave time reinstated in that amount accumulated at the time of layoff up to a maximum of 320 hours. In the event that through the course of continued employment

accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

#### **D. Sick Leave Annual Payoff Program**

Employees shall be able to cash out up to sixty (60) hours of sick leave pursuant to the annual payoff program, which shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for the calendar year that shall begin on the 25<sup>th</sup> biweekly pay period of each year through the 24<sup>th</sup> biweekly pay period of the following year for purposes of this provision. The specific dates between these pay periods vary from year to year and shall be provided to the employees in November of each year for the following year.
2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours
3. Each employee must carry over to a sick leave "bank" a minimum of 36 current year unused hours per year in December, and may request cash payment for any hours above 36 current year unused hours or may add it to the sick leave bank
4. The sick leave payoff shall be based upon the pay rate of the employee as of the cutoff date of the above defined sick leave calendar year.
5. If 36 hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.
6. Employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.

The current payoff programs at termination or retirement, as detailed in the Personnel Rules, remain unchanged.

#### **E. Sick Leave to Service Credit Upon Retirement**

The City shall contract with CalPERS for the Credit for the Unused Sick Leave option under Government Code section 20965. Employees, upon retirement, may elect to convert all accumulated and unused sick leave to CalPERS service credit.

#### **F. Physician's Certificate on Use of Sick Leave**

The Department Head may require evidence in the form of a physician's certificate, or written statement, as to adequacy of reason for any employee's absence of three (3) or more consecutive working days for which sick leave was requested or management

suspects an abuse of sick leave. A failure to supply or provide said certificate or written statement maybe grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

Any employee absent from work for a period of three (3) or more consecutive working days, due to illness or accident, may be required to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

## **SECTION 13. HOLIDAYS**

### **A. Fixed Holidays**

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

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

### **B. Observation of Saturday and Sunday Holidays**

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

### **C. Holiday Accrual on Flex Day Off or Workday**

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

## **SECTION 14. BEREAVEMENT LEAVE**

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

## **SECTION 15. VEHICLE ASSIGNMENT**



Police Management Members shall be assigned vehicles. Vehicles must be used in accordance with Lexipol standards and guidelines.

## **SECTION 16. DISABILITY DISCRIMINATION**

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

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

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

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

## **SECTION 17. GRIEVANCE PROCEDURE**

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

## **SECTION 18. EMPLOYEE AND EMPLOYER RIGHTS**

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

## **SECTION 19. OTHER PROVISIONS NOT COVERED HERE**

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

## **SECTION 20. MASTER MOU**

The Association and the City have met and conferred in good faith to achieve this Memorandum of Understanding which replaces and superseded all previous Memorandum of Understandings.

## **SECTION 21. SEVERABILITY**

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

## **SECTION 22. RATIFICATION AND IMPLEMENTATION**

### **A. Acknowledgement**

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

### **B. Mutual Recommendation**

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

### **C. Ratification**

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on this 18<sup>th</sup> day of January 2022.

**D. Term of Memorandum of Understanding**

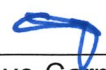
The term of this Memorandum of Understanding shall be for the period commencing on January 1, 2022 and terminating after December 31, 2024.

**PARTIES TO AGREEMENT**

West Covina Police Management

City of West Covina

 #342  
\_\_\_\_\_  
Travis Tibbetts  
Police Management Association  
President

 1-19-22  
\_\_\_\_\_  
Dave Carmany  
City Manager

 337  
\_\_\_\_\_  
Ken Plunkett  
Police Management Association

  
\_\_\_\_\_  
Helen Tran  
Human Resources/Risk Management Director

## ATTACHEMENT A

West Covina Police Management Association  
 Authorized Salary Ranges  
 Per Resolution No. 2022-12 Adopted by City Council on January 18, 2022

Effective January 18, 2022- 8% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Lieutenant	PM475	\$14,850	\$15,840	\$16,920	N/A	N/A
Police Captain	PM350	\$15,762				\$18,126

Effective January 1, 2023 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Lieutenant	PM475	\$15,296	\$16,316	\$17,428	N/A	N/A
Police Captain	PM350	\$16,234				\$18,669

Effective January 1, 2024 - 3% COLA						
POSITION TITLE	MONTHLY PAY RANGE					
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Lieutenant	PM475	\$15,754	\$16,805	\$17,951	N/A	N/A
Police Captain	PM350	\$16,721				\$19,229

## ATTACHEMENT B

### CITY OF WEST COVINA — Memorandum Police Department

TO: DAVE FAULKNER, CHIEF OF POLICE

FROM: PAT BENSCHOP, LIEUTENANT

DATE: APRIL 06, 2017

SUBJECT: **PATROL LIEUTENANT DEPLOYMENT STRATEGY**

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As a component of the currently proposed WCPMA MOU, Police Lieutenants have agreed to transition from FLSA non-exempt status to exempt status. This simply moved the Lieutenants onto a fixed salary with no overtime earnings. To meet the challenge of covering Patrol shifts in the absence of the assigned Lieutenant, traditionally covered with overtime, the WCPMA explored numerous deployment options. However, it was unanimously decided by the entire body of the WCPMA that the Department would be best served by the Patrol Lieutenants remaining on their current deployment schedule (3/12.5 shifts).

It is the intention of the WCPMA to avoid staffing Patrol Lieutenant (Watch Commander) vacancies with overtime. However, it is understood that where overtime can be significantly impacted and controlled, it will not be completely eliminated where staffing is required 24 hours per day; 7 days per week.

The following is a guideline which will be utilized to efficiently staff vacancies at the Watch Commander position:

#### Regularly scheduled vacations/time-off:

- Each month at the Lieutenant's Meeting, Watch Commanders will have an opportunity to inform the group of time off requests for the upcoming month
- The group will coordinate to backfill those vacancies with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

#### Training Courses:

- As with Vacation time, Watch Commanders will notify the Lieutenant's group as soon as practical of any-upcoming training course they will attend.
- The vacancies may be staffed with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies created by the school or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Backfill for 5<sup>th</sup> Sunday/Friday coverage:

- The Crew 5 and Crew 6 Sergeants will be scheduled to cover these shifts.

Long-Term IOD (Watch Commander)

- To handle the unforeseen incidents of long-term IOD's the special assignment Lieutenants may be tasked with managing the Patrol coverage
- In addition, the-Relief Sergeant may be tasked to work a portion of the coverage

Equity-in Staffing:


- Each month at the Lieutenant's Meeting, the group will examine the extra hours (beyond the 40-hour work week) worked as well as time off taken by each Lieutenant during that cycle to insure equity
- The Patrol: Division Captain will be provided with the monthly data

As this deployment strategy is a new concept for the West Covina Police Department, it should be expected that adjustments may become necessary in the interest of operational efficiency. The Patrol Captain and Lieutenants will remain flexible and diligent in their overall deployment and evaluation of this strategy.

In an effort to educate future Lieutenants on the expectations outlined above, HR will be adding this information to all future promotional fliers for the rank of Lieutenant. Current Lieutenants acknowledge and agree with this deployment strategy.

  
LIBUTENANT D. LEE

  
LIBUTENANT K. PLUNKETT

  
LIBUTENANT P. BENSCHOP

  
LIBUTENANT D. PATTON

  
LIBUTENANT T. TIBBETTS

  
LIBUTENANT R. ALLEN