

RESOLUTION NO. 2022-11

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 OFFICERS' ASSOCIATION (WCPOA)

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 Officers' Association (WCPOA), 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 Officers' 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 July 1, 2021 through June 30, 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 Officers' 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.



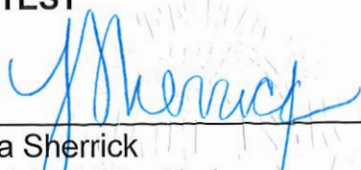
Dario Castellanos
Mayor

APPROVED AS TO FORM



Thomas P. Duarte
City Attorney

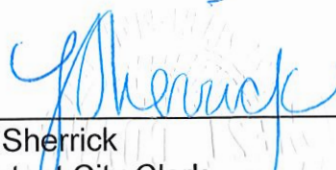
ATTEST



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. 2022-11 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



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 OFFICERS' ASSOCIATION (WCPOA)**

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WEST COVINA
AND WEST COVINA POLICE OFFICER'S ASSOCIATION**

PREAMBLE

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

The representatives have reached an understanding as to recommendations to be made to the City Council for the City of West Covina and have agreed that the parties hereto will jointly urge said Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits, and other terms and conditions of employment effective upon ratification (except as otherwise stated herein) and continue through the term of the MOU.

SECTION 1. RECOGNITION/REPRESENTATION

The City hereby recognizes the West Covina Police Officers' Association for the term of the Memorandum of Understanding, notwithstanding any ordinance, resolution, rule, or regulation to the contrary as the majority representative of the employees in the bargaining unit, which consists of Police Officers, Police Corporals, and Police Sergeants, subject to the right of an employee to represent himself/herself. The recognition requirements of Rule XVI, Section 16.3 of the Personnel Rules, City of West Covina, are waived for the term of this Memorandum. It is further agreed that during the term of this Memorandum of Understanding, no class will be removed from the bargaining unit except upon mutual agreement of the City and Association.

SECTION 2. EMPLOYEE AND EMPLOYER RIGHTS

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

the City as set forth in the West Covina Municipal Code. It is understood that these rights and prerogatives of the City include but are not limited to determinations as to levels of service, manning requirements, work schedules, overtime assignments and approval, number and location of work stations, nature of work performed, contracting for any work for operations, employee performance standards, including but not limited to quality and quantity standards and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of city services.

SECTION 3. SALARY

A. Preamble

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

B. Salary Increase

Effective the first full pay period following ratification of this MOU and not earlier, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range. Effective the first full pay period following July 1, 2022, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range. Effective the first full pay period following July 1, 2023, all classifications in the unit shall receive a three percent (3.0%) salary increase above their classifications' current assigned salary range.

C. Shift Salary Reconciliations

The parties entered into a side letter regarding the subject of scheduled paybacks on September 10, 2008 attached hereto as Appendix C and incorporated into this MOU.

D. 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.

E. 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. Employees who already received \$3,000 in one-time pay as part of an MOU with another City bargaining unit shall not be eligible to receive this \$5,000 one-time pay.

SECTION 4. SENIOR OFFICER PAY

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

10 years of service: 2% of base salary

15 years of service: 3% of base salary

20 years of service: 4.5% of base salary

25 + years of service: 7% of base salary

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

SECTION 5. HAZARDOUS PAY AN ASSIGNMENT PAY

- A.** Unit employees assigned to motors (motorcycles) shall receive 5% of base salary pay, except as noted in Section 5E.
- B.** Unit employees assigned to K-9 duty shall receive 5% of base salary, except as noted in Section 5E.
- C.** Unit employees assigned to Detective duty shall receive 2.5% of base salary pay, except as noted in Section 5E.
- D.** Unit employees assigned to SWAT (Special Weapons and Tactics) detail shall receive 2.5% of base salary pay, except as noted in Section 5E.
- E.** Exceptions to Hazardous and Assignment Pay - (Sections 5A through D, above) - All members will not be entitled to accumulate or multiply their percentage increase of base salary pay compensation above the highest percentage qualified for any one group or assignment. Example: If a member is service on a SWAT and as a Detective, he/she will only qualify for a 2.5% increase. This additional compensation only applies to members while serving in the above listed assignments. The additional compensation

shall not continue after reassignment to another non-qualified assignment, and shall be relinquished upon the date of separation, honorable, dishonorable or otherwise, from the detail.

SECTION 6. HOURS OF WORK

A. Work Shifts

Daily hours of work or shifts for employees within departments shall be assigned by department heads as required to meet the operational requirements of said departments. The normal work shift for non-public safety employees and certain designated safety employees may be eight hours per day, nine hours per day, ten hours per day, twelve hours per day, or twelve and one-half hours per day as determined by the department.

B. Work Schedule Pay Backs

For employees covered by the 7(b) or 7(k) exception to the Fair Labor Standards Act (FLSA), on the 3/12 or 3/12 1/2 work schedule, work performed in excess of the normal daily work shift will be paid at the straight time rate of pay, until the employee has reconciled the hours owed to the City. Once the employee has reconciled the hours owed to the City, the remaining overtime worked is paid at time and one-half. The parties side letter regarding scheduled pay backs is attached hereto and incorporated by reference as Appendix C.

C. Work Weeks

The City has established different FLSA work weeks to correspond to the various work schedules as follows:

1. Police Representation Unit

28 day work period of 171 hours. (7(k) exception of FLSA)

2. 5/8 and 4/10 Work Schedule

7 day work period of 40 hours that begins on Sunday at 12:00 A.M. and ends on Saturday at 11:59 P.M.

SECTION 7. TIME OFF BENEFITS FOR SHIFT PERSONNEL

Holidays, vacations, sick leave, and other similar "time off" benefits granted City employees by these rules will be provided to all employees at the rate of eight (8) hours regardless of actual length of work day/shift.

SECTION 8. CAFETERIA PLAN

Effective January 1, 2013, Medical, Dental and Vision Insurance will be provided as set forth below for all bargaining unit members:

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

1) Health Insurance: An employee who selects an Employee only medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Employee Only medical premium.

An employee who selects the Employee plus One medical plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Employee 2-party medical premium.

An employee who selects an Employee plus Two or More plan will receive a City contribution in an amount when added to the PEMCHA statutory minimum amount equals the monthly Kaiser Family medical premium.

2) Dental Insurance: In addition to the above amount for medical, the cafeteria amount shall also include up to \$62.23 monthly for dental insurance for member and eligible dependents. If the dental insurance plan chosen by the member is less than \$62.23, 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 \$62.23 per month, the amount shall be \$62.23.

- 3) Vision Insurance:** In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to \$45.42 monthly for vision insurance for member and eligible dependents. If the vision insurance plan chosen by the member is less than \$45.42, 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 \$45.42 per month, the amount shall be \$45.42.

SECTION 9. LIFE INSURANCE

A. Policies

1. The City shall provide all unit employees a term life insurance policy in the amount equal to one-half of their annual salary.
2. The City will also provide a \$100,000 life insurance if killed in the line of duty.
3. The City will also provide an additional \$10,000 Life and AD&D (Accidental Death & Dismemberment).

SECTION 10. BENEFICIARY'S CONTINUANCE

A. In the Line Of Duty

If a sworn employee is killed in the line of duty, while engaged in official police business, the decedent's spouse and/or dependents, if not provided with an employer-paid health insurance program equal to the City of West Covina program, shall be eligible for City payment of City-provided medical (health) insurance, subject to the following:

1. Said spouse and/or dependents must have been covered by City-provided medical (health) insurance program at the time of the employee's death.
2. Payment for medical (health) insurance shall be terminated upon remarriage of the affected spouse; or in the case of dependent children, on their reaching the age of majority or upon being adopted.

3. Maximum monthly amount payable under this program shall not exceed the amount available to existing employees for the purpose of health insurance.

B. Term of Program

The term of this program shall not exceed ten years from the date of such employee's death.

SECTION 11. BENEFICIARY'S CONTINUANCE

A. Health Insurance

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

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

- 1) **Tier 1 Employees:** The term "employee" as it relates to Tier 1 retiree health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 and Tier 3 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. 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.

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, 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.

- 2) Tier 2 Employees:** Employees hired on or after July 1, 2012 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.
- 3) Tier 3 Employees:** Employees hired on or after January 28, 2017 are not eligible for the retiree longevity stipend. As set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf. Tier 3 employees shall receive a \$200 per month City contribution to a Retiree Health Savings plan. Tier 3 employees shall also make a mandatory \$50 per month contribution to the Retiree Health Savings plan.

B. Dental Insurance

The City shall permit retirees to participate at their own cost, and at no cost to the City, in the City's group dental plan, if permissible under the current plan.

SECTION 12. PERS EMPLOYEE'S CONTRIBUTION – PAID BY EMPLOYEE

The Employee shall pay the entire nine percent (9%) member contribution to the Public Employees' Retirement System (PERS). The Employee who does not qualify as a "New Member" shall pay, via payroll deduction, an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing in accordance with Government Code Section 20516(f). Thus, the total employee contribution shall be twelve percent (12%). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) within 120 days after the date of ratification of the MOU, then cost sharing in

accordance with Government Code Section 20516(f) shall temporarily cease and cost sharing will not resume until it is effective under Government Code section 20516(a).

The Employee who qualifies as a “New Member” 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 pursuant to cost sharing in accordance with Government Code Section 20516(a). In accordance with IRS Code section 414(h)(2), the cost sharing will then be treated as a pre-tax deduction. The City shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) within 120 days after the date of ratification of the MOU, then cost sharing in accordance with Government Code Section 20516(f) shall temporarily cease and cost sharing will not resume until it is effective under Government Code section 20516(a).

The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing contribution memorialized in the City’s PERS contract shall continue.

The City acknowledges that as of the date of ratification of the 2021-2024 MOU, it has yet to amend its CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a) as stated in the July 2020 Side Letter of Agreement to the 2017-2021 MOU.

The City acknowledges that there may be employees who separate from City employment prior to vesting with CalPERS who request a refund from CalPERS of their employee contributions who are financially impacted by this delay to amend the CalPERS contract because their cost sharing contributions were treated as employer contributions by CalPERS instead of employee contributions. The City agrees to credit such impacted employees with the value of their cost sharing contributions that were considered employer contributions by CalPERS.

SECTION 13. PERS RETIREMENT BENEFITS

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

A. Unused sick leave

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

B. One Year Final Compensation

Retirement benefits shall be computed using the One-Year Final Compensation Option pursuant to PERS Section 20024.2. After July 1, 2012, retirement benefits for all new employees hired on or after the effective date of the PERS contract amendment on December 20, 2012 shall be computed using the Three Year Average Final Compensation Option pursuant to Government Code Section 20037.

C. PERS Retirement Formula

Safety employees' receive the three percent (3%) at age 50 retirement formula, pursuant to Government Code Section 21362.2. After July 1, 2012, retirement benefits for all employees in the unit hired on or after the effective date of the PERS contract amendment on December 20, 2012 shall be based on the Safety employees' three percent (3%) at age 55 retirement formula, pursuant to Government Code Section 21363.1.

D. 4th Level Survivor Benefits

Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.

E. Military Buy Back

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

F. Post-Retirement Survivor Continuance

Post-Retirement Survivor Continuance benefit pursuant to Government Sections 21263 and 21263.1.

G. Pre-Retirement Optional Settlement 2 Death Benefit

Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.

H. Pre-Retirement Death Benefit After Remarriage of Survivor

Pre-Retirement Death Benefit After Remarriage of Survivor pursuant to Government Code Section 21551.

SECTION 14. DEFERRED COMPENSATION

The City shall match up to fifty dollars (\$50.00) per month for members who participate in a deferred compensation program.

SECTION 15. UNIFORM AND MAINTENANCE ALLOWANCE – IN LIEU OF ISSUANCE

A. Allowance and payment

1. The annual uniform and maintenance allowance is one thousand (\$1,000) dollars and the annual payment will be made in January of each calendar year. If a unit employee receiving such 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.

B. Newly Hired Police Officers

The City agrees to provide newly hired police officers with one regulation uniform and the annual uniform allowance is prorated based upon date of hire.

SECTION 16. BILINGUAL SKILLS PAY

A. Eligibility and Compensation

Unit employees with bilingual skills shall receive one hundred dollars (\$100) per month provided they possess and are using a language skill necessary for effective communication within the community, are assigned by the Police Chief, and have been certified by Human Resources.

B. Language Skills

The Police Chief shall determine the language skills necessary to effectively conduct police business and activities with the citizens of the community, subject to approval of the City Manager.

C. Certify Through Testing

Human Resources Department shall certify, through testing, that the employee has a basic fundamental conversational skill level.

D. Limitations

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

SECTION 17. CALL BACK, COURT “ON-CALL” AND COURT CALL-BACK

A. Call-Back – “Non Court Time”

1. Call-back is unscheduled time worked, performed by an off duty unit employee called back to work after they have completed their regular work schedule and have left work or are on their day off.
2. Unit employees must physically return to the worksite in order to receive call-back pay. Travel time to work and returning home shall not be counted as time worked.

B. Court “On-Call”

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

C. Court Call-Back

1. Court Call-Back Time shall be defined as non-contiguous work hours performed by an off duty unit employee called back to work after they have completed their regular work schedule or are on their day off for time spent.
2. Court call-back time shall be for time spent pursuant to a subpoena to appear in the performance of the unit employee's duty.

SECTION 18. COMPENSATION – CALL-BACK, COURT “ON-CALL”, AND COURT CALL-BACK

A. Call-Back Compensation

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

B. Court “On-Call” – Compensation

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

C. Call-Back Court Time Compensation

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

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

SECTION 19. TUITION REIMBURSEMENT

A. Maximum Reimbursement

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

B. Administrative Policy

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

SECTION 20. EDUCATIONAL INCENTIVE

Employees represented by the Association shall be eligible for the following educational incentives following the month in which the degree or certificate is obtained:

A. Associate of Arts Degree or Equivalent (60 semester or 90 quarter units)

All eligible employees will receive 2% of base salary.

B. Advance Post

All eligible employees will receive 2% of base salary.

C. Intermediate Post

All eligible employees will receive 1% of base salary.

D. Associate of Arts Degree or Equivalent plus Advanced POST Certificate

All eligible employees will receive 4% of base salary.

E. Bachelor's Degree

All eligible employees will receive 4% of base salary.

F. Bachelor's Degree plus Advanced POST Certificate

All eligible employees will receive 6% of base salary.

G. Master's Degree

All eligible employees will receive 4% of base salary.

H. Master's Degree plus Advanced POST Certificate

All eligible employees will receive 8% of base salary.

SECTION 21. VACATION

A. Use

1. New Employees - Upon completion of six (6) consecutive months of 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.

2. It is the policy of the City that where possible, vacation be taken in the year earned. Upon approval of the department head, vacation leave may be accumulated to the maximum levels set forth on the table in Section B. below.
3. The time during the year at which an employee may take his/her vacation shall be determined by the appointing authority of such employee with due regard to the wishes of the employee and particular regard for the needs of the service.
4. If a holiday falls within a scheduled vacation period, eight (8) additional hours of vacation shall be granted.
5. The Division Managers shall fix vacation periods for department heads.

B. Vacation Leave Earned and Accumulated

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

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

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

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
4. 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.

D. Lateral Entry Employees

Any person employed on the lateral entry program at a salary in excess of the beginning salary fixed for the class and who has completed five years of service with a prior employer, performing the same or similar duties shall be eligible for 120 hours vacation leave with pay upon the completion of eighteen months of service with the City. Thereafter, for the purpose of computing the employee's future vacation he/she shall be deemed to have completed sixty months of service.

E. Availability

Upon completion of six (6) consecutive months of service, new employees may be credited with one-half of the annual vacation accruals and may begin using such accrual.

F. Special payment

Upon request of the employee and the department head and with the 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.

G. Advance payment of vacation

Any employee who is authorized to take forty (40) or more hours of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The 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, Division Manager, and Finance Director.

SECTION 22. HOLIDAYS

A. Non-Shift Employees

New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Non-shift employees in the unit who work the 4/10 schedule shall be paid 10 hours for each holiday.

Non-shift employees shall accrue sixty-four (64) hours of compensatory time each calendar year in lieu of designating additional specified holidays.

For designated holidays that are observed on days off for non-shift employees, they will have the option of selecting holiday in lieu pay or comp time for that day.

B. Shift Employees

For shift employees, holidays shall be granted on the basis of twelve (12) hours per month with no specific date designated. On an annual basis, employees can elect to take said time as follows:

- a. Holiday Pay = 5.54 hours per pay period
- b. Holiday Leave Time (Comp) = 12 hours per month

Elections must be made by December 1st of the previous calendar year. See attached Appendix B Holiday Leave Time/Holiday Pay Request Form.

Holiday Pay/Holiday Leave Time are provided on a pro rata basis. An employee who terminates employment will only be paid or receive Holiday Leave Time for holiday hours earned through the date of separation.

C. Observation of Saturday and Sunday Holiday

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. 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.

SECTION 23. SICK LEAVE

A. Allowance/Accumulation

Following completion of thirty (30) calendar days of continuous full-time service, each City employee paid upon a monthly basis shall be allowed eight (8) hours of credit for 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 (8) hours of credit for sick leave with pay. Unused sick leave may be accumulated without limit.

B. Lateral Entry Sick Leave

Any person employed by the City for full-time service on the Lateral Entry Program at a salary in excess of the beginning salary fixed for the class and who, at the time of his/her employment, had accumulated unused full pay sick leave by virtue of his/her employment by another public entity, shall be given credit for that accumulated full pay sick leave as if it had been earned in the full-time service of the City of West Covina.

C. Reinstatement of Sick Leave

Any employee who is reinstated under the provisions of these rules 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.

D. Use of Sick Leave

1. Approval

Sick leave can only be granted, except as otherwise provided for in this MOU, upon the approval of the concerned appointing power or his/her designee in the case of bona fide illness or injury of the employee or in the event of the serious illness or death of a member of the employee's immediate family.

2. Immediate Family

No more than forty eight (48) hours of sick leave within any calendar year may be granted to an employee for the care of attendance upon members of his/her immediate family, and not more than forty eight (48) hours of sick leave within any calendar year may be granted to an employee for each absence due to death of his/her immediate family. The phrase "immediate family" is construed to mean the husband, wife, parent, brother, sister, child, and a grandparent or grandchild, if residing

within the home or within the same place of residence of the officer or employee.

E. Sick Leave Pay-Off Upon Termination

The City shall contract with CalPERS for the Credit for the Unused Sick Leave option under Government Code section 20965. Employees, upon retirement, shall be required to first use all accumulated and unused sick leave for PERS service credit. Any accumulated and unused sick leave remaining after the purchase of service credit of one year (e.g. 2080 hours) shall be paid at one-third (1/3) of their accumulated or unused sick leave up to a maximum of four hundred (400) hours. Employees who die or voluntarily terminate prior to retirement shall not be required to first convert accumulated and unused sick leave for PERS service credit. Thus employees who die or voluntarily terminate prior to retirement shall be paid at one-third (1/3) of their accumulated or unused sick leave up to a maximum of four hundred (400) hours. However, there is no eligibility of pay out for unused sick leave for employees dying or terminating prior to three (3) years of full-time employment with the City.

F. 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. 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 thirty-six (36) current year unused hours in December, and may request cash payment for any hours above thirty-six (36) current year unused hours or may add it to the sick leave bank.
4. Sick leave used by an employee during each calendar year will be charged against the employee's current year earnings.
5. If 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. To qualify for this program, employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.

SECTION 24. WORK RELATED DISABILITY LEAVE

The City will recognize applicable current Workers' Compensation Law regarding injury/illness arising out of and in the course of job duties.

SECTION 25. BEREAVEMENT LEAVE

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

SECTION 26. OVERTIME

A. 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 the department head, payment will be at time and one-half (1 1/2) for all hours worked in excess of the normal daily work shift. Vacation, sick leave, holidays, jury duty and compensatory time off shall be considered hours worked.

B. Compensation at Time and Half

Subject to approval of the employee's supervisor, all overtime worked, shall be compensated at the rate of time and one-half. Supervisory approval of time and one-half shall not be withheld unless the overtime was made necessary by the employee's intentional neglect of customary duties.

SECTION 27. COMPENSATION

A. Compensation

Subject to approval of the employee's supervisor, all overtime worked, shall be compensated at the rate of time and one-half (1 1/2), or credited as compensatory time at time and one-half (1 1/2).

B. Limitations

Supervisory approval of time and one-half shall not be withheld unless the overtime was made necessary by the employee's intentional neglect of customary duties.

C. Maximum Accumulation

In the absence of the approval of the Chief of Police, the maximum amount of compensatory time, which may be accumulated by any one employee, shall be one hundred (100) hours. Upon request and after approval of the Chief of Police the one hundred (100) hours accumulation may be increased.

D. One Time Deposit of Eighty (80) Hours

Effective the first day of the pay period beginning on or after July 1, 2012, the City will create a separate compensatory time bank for each employee (as a form of other compensatory time off (as permitted by 29 CFR section 553.28 of the Department of Labor regulations implementing the FLSA and thus, not subject to the requirements of the FLSA) into which the City will deposit eighty (80) hours of leave. These leave hours will have no cash value and any hours remaining in this bank upon separation from employment, will not be cashed out and payable to the employee.

These hours may only be used subject to approval of the employee's supervisor and when an employee's absence charged to this leave will not create a need to backfill a position on the same shift with overtime. This provision also applies to scheduled payback shifts.

SECTION 28. TRAINING TIME

For purposes of the time and one-half (1 ½) provisions of the compensatory time program, time spent in POST mandated training shall be treated as hours worked provided that, at the option of the employee, such time may be paid at a straight time rate. "POST mandated training" shall be defined as including the annual in-service officer training program. Any training hours over the 40-hour work week, will be paid at time and one-half (1 ½), or credited as compensatory time and one-half (1 ½).

The Police Department shall maintain its current policies related to training time, including the following:

- For unit employees on the 3/12 workweek, a one-day school (training time) in lieu of a normally scheduled workday will count as 10 hours of time

worked, leaving a balance of 2 ½ hours. The employee will work this out with his immediate supervisor in the form of comp., vacation, or time worked.

- For unit employees on the 4/10 workweek, a one-day school (training time) in lieu of a normally scheduled workday will count as 10 hours of time worked.
- Schools (Training time) on an employee's day off are paid at 8 hours overtime (time and one-half).
- A week-long school will be considered as the employee's normal work week and generally no overtime will be generated, except for covering the employee's normal shift. If the employee's scheduled workweek does not coincide with the dates of the school, (e.g., weekends), the employee may work his scheduled shift, as possible and with supervisory approval, and the training time shall be compensated at the rate of 8 hours a day at time and one-half.

SECTION 29. TIME OFF-ASSOCIATION PRESIDENT

The President of the Association shall be given reasonable time off with pay where necessary to perform duties on matters within the scope of the Association's representation of its employee members subject to such terms and conditions mutually agreed upon by the President and the Chief of Police.

SECTION 30. SAFETY EQUIPMENT

A. City Issued Safety Equipment

The City will provide all employees in the classifications represented by the Police Association the following items of safety equipment under the following conditions:

1. Sam Browne belt and keepers straps; ammunition pouch; one box of live ammunition per year, as well as range ammunition as required; holster; weapon as required; gas mask as required; handcuffs and case; baton and ring; helmet; mace and mace holder; face shield; flashlight with batteries and holder; key holder; whistle; raincoat; rain boots.

2. With respect to present employees, the foregoing equipment shall be replaced or repaired at the City's expense upon certification by the West Covina Police Department that the equipment was lost, destroyed, worn out, or damaged in the line of duty.

B. Limitations

1. Specific required items of safety equipment need not be furnished to those employees who are not required to use such equipment in the line of duty.
2. All equipment furnished by the City shall be and remain the property of the City and shall be returned to the City of West Covina upon termination of active employment in the West Covina Police Department, or upon transfer to duties where said equipment is not required or needed.

SECTION 31. DISABILITY DISCRIMINATION

A. City Policy

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

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

The City has a legal obligation to meet with individual employees as necessary to discuss possible accommodation before any adjustments are made to working conditions. The Association shall be notified prior to the implementation of proposed accommodations by the City, which affects an employee or group of employees within their respective bargaining unit. Accommodations provided to an individual protected by

the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

B. Limitations

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 32. GRIEVANCE PROCEDURE

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

SECTION 33. OTHER PROVISIONS NOT COVERED HERE

All present written rules, established practices, employee rights, privileges and benefits that are subject to Meet and Confer shall remain in full force and effect unless specifically altered by the provisions of this Memorandum of Understanding or changed subsequent to completion of any required Meet and Confer processes.

SECTION 34. NOTICE OF FUTURE MEET AND CONFER

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

SECTION 35. SEPARABILITY


It is understood and agreed that this Memorandum of Understanding 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 Memorandum of Understanding 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 any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

SECTION 36. TERM

The term of this Memorandum Of Understanding shall be effective July 1, 2021 through midnight June 30, 2024.

PARTIES TO THE AGREEMENT


For the West Covina Police Officers' Association:



Steven Dettor, President
WCPOA

1-6-2022


Date



George Ledesma, Vice President
WCPOA

1-6-2022


Date



Steven Spagon, Treasurer
WCPOA

01-06-2022

Date



Matthew Sevilla, Secretary
WCPOA

1/6/22

Date

For the City of West Covina:



David Carmany
City Manager

1-19-22

Date



Helen Tran
Director of Human Resources/
Risk Management

1/19/2022

Date

CITY OF WEST COVINA
POLICE OFFICERS' ASSOCIATION
EMPLOYEE CLASSIFICATIONS AND SALARY RANGES

EFFECTIVE UPON FIRST FULL PAY PERIOD FOLLOWING MOU RATIFICATION

Effective January 18, 2022- 3% COLA						
POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	PD010	\$7,164	\$7,522	\$7,898	\$8,293	\$8,708
Police Corporal	PD020	\$7,719	\$8,105	\$8,510	\$8,935	\$9,382
Police Sergeant	PD030	\$8,934	\$9,381	\$9,850	\$10,343	\$10,860

Effective July 1, 2022 - 3% COLA						
POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	PD010	\$7,379	\$7,748	\$8,135	\$8,541	\$8,969
Police Corporal	PD020	\$7,950	\$8,348	\$8,765	\$9,203	\$9,664
Police Sergeant	PD030	\$9,202	\$9,663	\$10,145	\$10,654	\$11,186

Effective July 1, 2023 - 3% COLA						
POSITION TITLE	GRADE	MONTHLY PAY RANGE				
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Police Officer	PD010	\$7,600	\$7,980	\$8,379	\$8,798	\$9,238
Police Corporal	PD020	\$8,189	\$8,599	\$9,028	\$9,479	\$9,954
Police Sergeant	PD030	\$9,478	\$9,953	\$10,450	\$10,973	\$11,522



**HOLIDAY LEAVE TIME / HOLIDAY PAY
- REQUEST FORM -**

Employee Name:

Date:

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

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

THE SELECTION CANNOT BE CHANGED ONCE IT IS MADE

I ELECT:

- Holiday Pay**
- Holiday Leave Time**

Employee Signature

Date

APPENDIX C**SCHEDULED PAYBACK****SYNOPSIS****Organizational Objective:**

- 1) Have more officers from the Patrol Division working actual "patrol hours" in a manner that is advantageous to both the organization and to the individual employees.
- 2) Fill the current supervisory gap on Sunday Night Watch.

Proposal:

Sworn employees working the 3/12.5 shift plan shall obtain their payback hours by signing up for and working a scheduled 10 hour payback shift as opposed to the current practice of applying their first 10 hours of overtime to their payback.

Additional elements to the proposal:

- 1) Payment of overtime on every check as opposed to every other check.
- 2) Maintain the Patrol Lieutenant's normal shift at a 12.3 hour day and 12 hour payback.
- 3) A mandatory rest period of 4 hours for employees working 18 consecutive hours.

Administrative Procedural Guidelines Synopsis:

- 1) Schedule payback in each of the twelve months.
- 2) Payback is from calendar month to calendar month.
- 3) Officers choose their payback days every 6 months at the same time and same manner in which they choose their shifts.
- 4) There shall be only one payback officer from a crew working any given shift with the exception of:
 - a. Officers flexing off of a holiday
 - b. Crews with more than 8 officers
- 5) Within the 1st week of each new shift;
 - a. Crew Sergeants verify with each of their crew members that if any of their payback days fall on a holiday, the officer has a chance to flex that particular day to another day available to his/her crew within that particular month.
 - b. The Crew Sergeants then tickle each of their crew member's payback days for the next six months.

- 6) Once the officer's payback days are tickled, the officer may only take those days off by filling out a Day-Off Request form in the same manner he/she would take any other scheduled day off.
- 7) Every time an officers works a payback day, they shall hand in an Overtime Slip for 10 hours, marked "Payback".
- 8) Officers working payback are "generally" to be assigned as the 15-A, 25-A, or the 35-A beat car.
- 9) No scheduled payback for the K-9 officers as they already have it built into their schedule.
- 10) Payback hours are worked during the first 10 hours of a shift. Officers working payback attend the briefing for the shift they are working. Should an officer working payback be used to cover minimum staffing, the additional 2.5 hours to cover the shift would be paid at the current overtime rate.
- 11) Under normal circumstances, officers working their payback shift will be used to maintain beat minimums created by shift officers taking time off. At the discretion of the Patrol Commander, shift supervisors may use the payback officer to fill other special needs on the crew. These special needs may include, but are not limited to, emergency staffing, directed patrols, patrol situation, and community events.
- 12) This proposal for scheduled payback will be on a trial basis for a period of one year (September 2008-September 2009). At the end of the one year trial period, the program may be rescinded through written notification by the Chief of Police or the WCPOA President.

Sergeants and Lieutenant Payback Schedules

- 1) The Day Watch Sergeants and the Day Watch Lieutenants (from Crews 3 & 4) shall obtain their payback by working the vacant Watch Commander position each Friday.
- 2) The Night Watch Sergeants and the Night Watch Lieutenants (from Crews 1 & 2) shall obtain their payback by working the vacant Watch Commander position each Sunday night.
- 3) The two Overlap Sergeants (from Crews 5 & 6) shall obtain their payback by working opposing Saturday overlap shifts. The Overlap Sergeants shall coordinate their payback shifts so that they work with their GAT team members who also obtain their payback by working one Saturday overlap shift per month.
- 4) The Relief Sergeant (from Crew 7) shall be allowed to select any day and any shift to obtain his/her payback hours.


PARTIES TO THE AGREEMENT

**City of West Covina Police
Officers Association**

City of West Covina



HUSTON CLEMENTS, President

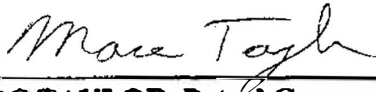


FRANK J. WILLS, Chief of Police

APPROVED AS TO FORM:



RICHARD SHINEE, Attorney



MARC TAYLOR, Patrol Commander

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed this
10th day of September, 2008.