



**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, 2024 THROUGH JUNE 30, 2027**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WEST COVINA  
AND WEST COVINA POLICE OFFICERS' 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 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 Memorandum of Understanding ("MOU").

**SECTION 1. RECOGNITION/REPRESENTATION**

The City hereby recognizes the Association for the term of the MOU, 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 themselves. The recognition requirements of Article II, Section 2.1 of the City of West Covina Employer-Employee Relations Resolution (originally adopted by Resolution 2023-65), are waived for the term of this MOU. It is further agreed that during the term of this MOU, 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 MOU 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, staffing 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 West Covina City Council approval 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, 2025, 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, 2026, 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.

#### **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 five percent (5%) of base salary pay, except as noted in Section 5E.
- B.** Unit employees assigned to K-9 duty shall receive five percent (5%) of base salary pay, except as noted in Section 5E.
- C.** Unit employees assigned to Detective duty shall receive two and one-half percent (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 two and one-half percent (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, they will only qualify for a two and one-half percent (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 the department shall be assigned by the Department Head as required to meet the operational requirements of said department. The normal work shift for non-public safety employees and certain designated safety employees may be eight (8) hours per day, nine (9) hours per day, ten (10) hours per day, twelve (12) hours per day, or twelve and one-half (12.5) 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 3/12.5 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**

Fourteen (14) day work period of eighty-six (86) hours. (7(k) exception of FLSA)

#### **2. 5/8 and 4/10 Work Schedule**

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

## **SECTION 7. TIME OFF BENEFITS FOR SHIFT PERSONNEL**

Holidays, vacations, sick leave, and other similar "time off" benefits granted City employees by the Personnel 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' Medical and Hospital Care Act (PEMHCA), the City will contribute the statutory minimum amount for the provision of medical insurance. In addition, the City will contribute 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:

**A. Health Insurance:** An employee who selects an Employee only medical plan will receive a City contribution in an amount when added to the PEMHCA 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 PEMHCA 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 PEMHCA statutory minimum amount equals the monthly Kaiser Family medical premium.

Effective January 1, 2025, any unit employee, who does not participate in the City's health insurance plan, and can demonstrate that they have health insurance coverage from another source, will receive a City contribution of three hundred fifty dollars (\$350) per month. This amount may be received as cash, contributed to the employee's deferred compensation plan or be used to purchase dental or vision insurance.

**B. 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 members 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.

- C. 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 members 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 POLICIES**

- A. The City shall provide all unit employees a term life insurance policy in the amount equal to one-half of their annual salary.
- B. The City will also provide a one hundred thousand dollar (\$100,000) life insurance if killed in the line of duty.
- C. The City will also provide an additional ten thousand dollar (\$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 a 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 (10) years from the date of such employee's death.

**SECTION 11. RETIREE HEALTH AND DENTAL INSURANCE**

**A. Health Insurance**

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of health insurance. To comply with PEMHCA, 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 PEMHCA, 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 (5) 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 nine hundred thirty-one dollars and twenty-six cents (\$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 nine hundred thirty-one dollars and twenty-six cents (\$931.26) or more, the amount the City will contribute into the HRA per month will be nine hundred thirty-one dollars and twenty-six cents (\$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 (5) 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 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 than one thousand four dollars and eighty cents \$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 one thousand four dollars and eighty cents (\$1,004.80) minus the PERS statutory minimum for that year.

Employees hired prior to July 1, 2012 with less than five (5) 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 twenty (20) years of sworn service, five (5) 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 two hundred dollar (\$200) per month City contribution to a Retiree Health Savings plan. Tier 3 employees shall also make a mandatory fifty dollar (\$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 California 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 California Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a) within one hundred twenty (120) days after the date of West

Covina City Council approval of the MOU, then cost sharing in accordance with California Government Code section 20516(f) shall temporarily cease and cost sharing will not resume until it is effective under California Government Code section 20516(a).

The employee who qualifies as a "New Member" shall pay fifty percent (50%) of the applicable normal cost as their member contribution (California Government Code section 7522.30(c)). In the event that fifty percent (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 twelve percent (12%) of compensation earnable and fifty percent (50%) of the applicable normal cost member contribution pursuant to cost sharing in accordance with California 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 California Government Code section 20516(a). Should the City not amend the CalPERS contract so that cost sharing will be by contract amendment under California Government Code section 20516(a) within one hundred twenty (120) days after the date of West Covina City Council approval of the MOU, then cost sharing in accordance with California Government Code section 20516(f) shall temporarily cease and cost sharing will not resume until it is effective under California 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.

### **SECTION 13. PERS RETIREMENT BENEFITS**

The contract between the City and CalPERS 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 California Government Code section 20965.

#### **B. One Year Final Compensation**

Retirement benefits shall be computed using the One-Year Final Compensation Option pursuant to California Government Code section 20042. 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 California Government Code section 20037.

**C. PERS Retirement Formula**

Safety employees receive the three percent (3%) at age fifty (50) retirement formula, pursuant to California 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 fifty-five (55) retirement formula, pursuant to California Government Code section 21363.1.

**D. 4th Level Survivor Benefits**

Level 4 of 1959 Survivor Benefits pursuant to California Government Code section 21574.

**E. Military Buy Back**

Military service credit as public service credit pursuant to California Government Code section 21024.

**F. Post-Retirement Survivor Continuance**

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

**G. Pre-Retirement Optional Settlement 2 Death Benefit**

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

**H. Pre-Retirement Death Benefit After Remarriage of Survivor**

Pre-Retirement Death Benefit After Remarriage of Survivor pursuant to California 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**

The annual uniform and maintenance allowance is one thousand dollars (\$1,000) 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**

The 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 employees 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 (1 ½) 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 are set forth in the City's Administrative Policy approved on August 13, 1992, and amended thereafter.

**SECTION 20. EDUCATIONAL INCENTIVE**

Degrees eligible for educational incentives must be in a field that supports the employee's job-related responsibilities or has value to the organization (Department and/or City), as determined by the Police Chief and Human Resources Director, and earned from an institution of higher education accredited by one of the following:

MSA - Middle States Associations of Colleges and Schools

NASC - Northern Association of Schools and Colleges

NCA - North Central Association of Colleges and Schools  
NEASC- New England Association of Schools and Colleges  
SACS - Southern Association of Colleges and Schools  
WASC - Western Association of Schools and Colleges

Any employee who is currently enrolled at an institution not accredited by the above associations shall be deemed a legacy beneficiary of this section so long as they were enrolled in such college or university prior to March 31, 2025.

Employees represented by the Association shall be eligible for the following highest-level Degree and/or POST certificate incentive achieved following the month in which the certified academic transcript and/or POST certificate is submitted to Human Resources:

**A. Degree**

1. Associate of Arts Degree or Equivalent (60 semester or 90 quarter units) - All eligible employees will receive two percent (2%) of base salary.
2. Bachelor's Degree - All eligible employees will receive four percent (4%) of base salary.
3. Master's Degree - All eligible employees will receive six percent (6%) of base salary.

**B. POST**

1. Intermediate POST - All eligible employees will receive one percent (1%) of base salary.
2. Advanced POST - All eligible employees will receive two percent (2%) 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 ( $\frac{1}{2}$ ) 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 their 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 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 one hundred twenty (120) hours vacation leave with pay upon the completion of eighteen (18) months of service with the City. Thereafter, for the purpose of computing the employee's future vacation they shall be deemed to have completed sixty (60) months of service.

**E. 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 their salary in lieu of vacation time off. Such payment shall be for no more than forty (40) hours in any one calendar year.

**F. 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 are designated holidays. Non-shift employees in the unit who work the 4/10 schedule shall be paid ten (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 = five point fifty-four (5.54) hours per pay period
- b. Holiday Leave Time (Comp) = twelve (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 ( $\frac{2}{3}$ ) of the actual number of working days of such month, they 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 their employment, had accumulated unused full pay sick leave by virtue of their 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.

**C. Reinstatement of Sick Leave**

Any employee who is reinstated under the provisions of these rules shall be given full credit for their 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 their 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 their 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 their immediate family. The phrase "immediate family" is construed to mean the spouse, registered domestic partner, parent, parent-in-law, 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 Unused Sick Leave option under California 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. two thousand eighty (2,080) 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.
7. If the City has an ending surplus of less than five hundred thousand dollars

(\$500,000) in its General Fund Unassigned Fund Balance outside of required reserves in fiscal years 2023-2024 and/or 2024-2025 (based upon the audited financial statements), the sick leave payoff program for the succeeding fiscal year (2025-2026 and/or 2026-2027) shall be suspended.

#### **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**

Up to five (5) non-consecutive days of said paid leave per calendar year will be available to an employee in the event of the death of said employee's grandparent, grandchild, parent, parent-in-law, spouse, domestic partner, child, or sibling.

#### **SECTION 26. OVERTIME**

##### **A. Policy**

It is the policy of the City 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 ½) 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**

Subject to approval of the employee's supervisor, all overtime worked shall be compensated at the rate of time and one-half (1 ½), or credited as compensatory time at time and one-half (1 ½).

##### **C. Limitations**

Supervisory approval of time and one-half (1 ½) shall not be withheld unless the overtime was made necessary by the employee's intentional neglect of customary duties.

##### **D. 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.

**E. 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 27. 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 forty (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 (1)-day school (training time) in lieu of a normally scheduled workday will count as ten (10) hours of time worked, leaving a balance of two and a half (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 (1)-day school (training

time) in lieu of a normally scheduled workday will count as ten (10) hours of time worked.

- Schools (training time) on an employee's day off are paid at eight (8) hours overtime (time and one-half (1 ½)).
- 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 eight (8) hours a day at time and one-half (1 ½).

## **SECTION 28. 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 or designee.

## **SECTION 29. SAFETY EQUIPMENT**

### **A. City Issued Safety Equipment**

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

1. Sam Browne belt and keepers straps; ammunition pouch; one (1) 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 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 30. 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 the 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 31. GRIEVANCE PROCEDURE**

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

**SECTION 32. 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 MOU or changed subsequent to completion of any required meet and confer processes.

**SECTION 33. NOTICE OF FUTURE MEET AND CONFER**

If the Association desires to meet and confer with representatives of the City 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, 2027, the Association shall serve upon the City Manager a written request to meet and confer no later than February 1, 2027.

**SECTION 34. SEPARABILITY**

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 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 MOU shall not be affected thereby and shall remain in full force and effect.

**SECTION 35. TERM**

The term of this MOU shall be effective July 1, 2024 through midnight June 30, 2027.

[SIGNATURE PAGE FOLLOWS.]


**WEST COVINA POLICE OFFICERS' ASSOCIATION**

  
George Ledesma  
President


10/15/24  
Date

  
Ken Benitez  
Vice President

10/15/24  
Date

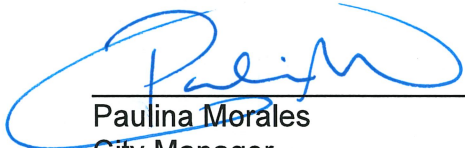
  
Bryan Rodriguez  
Treasurer

10.15.24  
Date

  
Eric Melnyk  
Secretary

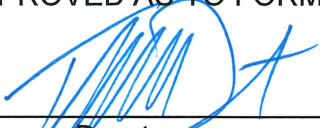
10.17.24  
Date

**CITY OF WEST COVINA**

  
Paulina Morales  
City Manager

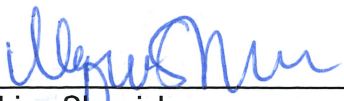
10-21-24  
Date

**APPROVED AS TO FORM:**

  
Thomas Duarte  
City Attorney

10/21/24  
Date

**ATTEST:**

  
For Lisa Sherrick  
Assistant City Clerk  
Monique DelaRosa  
Deputy City Clerk

10/21/24  
Date

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

| Effective First Full Pay Period Following Council Approval (3% Increase) |            |         |          |          |          |          |
|--|------------|---------|----------|----------|----------|----------|
| Position Title   | Grade Code | Step 1  | Step 2   | Step 3   | Step 4   | Step 5   |
| POLICE OFFICER   | PD01       | \$7,828 | \$8,219  | \$8,630  | \$9,062  | \$9,515  |
| POLICE CORPORAL  | PD02       | \$8,435 | \$8,857  | \$9,299  | \$9,763  | \$10,253 |
| POLICE SERGEANT  | PD03       | \$9,762 | \$10,252 | \$10,764 | \$11,302 | \$11,868 |

| Effective First Full Pay Period Following July 1, 2025 (3% Increase) |            |          |          |          |          |          |
|--|------------|----------|----------|----------|----------|----------|
| Position Title   | Grade Code | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
| POLICE OFFICER   | PD01       | \$8,063  | \$8,466  | \$8,889  | \$9,334  | \$9,801  |
| POLICE CORPORAL  | PD02       | \$8,688  | \$9,123  | \$9,578  | \$10,056 | \$10,560 |
| POLICE SERGEANT  | PD03       | \$10,055 | \$10,559 | \$11,086 | \$11,641 | \$12,224 |

| Effective First Full Pay Period Following July 1, 2026 (3% Increase) |            |          |          |          |          |          |
|--|------------|----------|----------|----------|----------|----------|
| Position Title   | Grade Code | Step 1   | Step 2   | Step 3   | Step 4   | Step 5   |
| POLICE OFFICER   | PD01       | \$8,305  | \$8,720  | \$9,156  | \$9,614  | \$10,095 |
| POLICE CORPORAL  | PD02       | \$8,948  | \$9,396  | \$9,865  | \$10,358 | \$10,877 |
| POLICE SERGEANT  | PD03       | \$10,357 | \$10,876 | \$11,419 | \$11,990 | \$12,590 |



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

Employee Name:

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Date:

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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 1<sup>st</sup> of the prior year to which the leave will be taken.

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

**I ELECT:**

- Holiday Pay**
- Holiday Leave Time**

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**Employee Signature**

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**Date**

**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 1<sup>st</sup> 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**

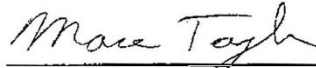


**FRANK J. WILLS, Chief of Police**

**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  
10<sup>th</sup> day of September, 2008.**