

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

1.0. PREAMBLE

This agreement has been prepared in accordance with Chapter 10, Division 4, Title 1, of the California Government Code, and Section 15 of Resolution 2783 of the City of Covina. The City of Covina, hereinafter referred to as the "City," and AFSCME Local 3325, hereinafter referred to as the "Union" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

2.0. RECOGNITION

2.0.1 EMPLOYEES/CLASSIFICATIONS

The City hereby acknowledges the AFSCME Local 3325 as the exclusive representative for all full-time employees serving in the competitive, merit service position classifications as set forth herein following:

2.0.1.1 CLERICAL SERIES CLASSIFICATIONS

Title

Account Clerk I
Account Clerk II
Office Assistant I
Office Assistant II
Planning Secretary
Police Records Clerk
Secretary
Senior Secretary
Water Consumer Representative

2.0.1.2 MAINTENANCE SERIES CLASSIFICATIONS

Title

Building Maintenance Worker
Equipment Foreman
Equipment Mechanic
Equipment Operator
General Maintenance Worker
Park Foreman
Park Worker
Park Worker – Irrigation Specialist
Senior Equipment Mechanic
Street Crew Leader

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

2.0.5 INDIVIDUAL EMPLOYEE RIGHTS

Employees of the City shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by any union because of his exercise of these rights.

It is agreed and understood that the City maintains the right to discuss with an employee his/her performance or work behavior and the right to interview employees on any matter of employment.

If an employee believes a meeting could result in disciplinary action, that employee may be represented by the person or organization of their choice. The investigatory interview shall be scheduled in a reasonable period of time, depending upon the cause for investigation.

Should the application of the language in this section become a problem or concern for the City, the City shall request the Union meet and confer on resolving those concerns.

3.0. EMPLOYEE DEFINITIONS

EMPLOYEE, FULL-TIME - means for purposes of this Memorandum of Understanding will exclude those not of permanent status of the previously listed position classifications. Permanent status does not include those on probation, of limited term (six months or less), of seasonal hire (school term or season of the year), of part-time status (working less than an average of 36 hours in a workweek).

EMPLOYEE, CONFIDENTIAL - means an employee who is privy to decisions of City management affecting employer-employee relations.

EMPLOYEE, MANAGEMENT - means:

1. Any employee having significant responsibilities for formulating and administering City policies and programs, including but not limited to the City Manager and department heads; and/or
2. Any employee having authority to exercise independent judgment to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if in connection with the

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (For illustrative purposes, "management employee" shall be interpreted to mean those classes above Police Sergeant, Fire Captain and Foreman.)

EMPLOYEE, PROFESSIONAL - means employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction including, but not limited to engineers.

4.0. SCOPE AND PREVAILING RIGHTS

4.0.1 BASIC AGREEMENT

It is the intent and purpose of the Memorandum to assure positive and mutually beneficial working and economic relations between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and other terms and working conditions of employment.

However, non-conflicting prior practices shall continue without interruption as a prior practice, which shall be defined as a practice which has been (1) unequivocal; and (2) clearly enunciated and acted upon; and (3) readily ascertainable over a reasonable period of time as fixed and an established practice; and (4) is not in conflict with the Management Rights, of this Article.

4.0.2 DISCRIMINATION

In accordance with Federal and State Laws, including California Government Code section 12940 et. Seq. as may be amended from time to time, and in conformance with Covina's Equal Opportunity Plan, it shall be an unlawful employment practice to discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation of any person. It is further agreed that the Recognized Employee Organization fully supports the City's Affirmative Action Plan, and accepts its responsibility for creating a work climate conducive to achieving the Equal Employment Opportunity goals and programs outlined in the plan.

The parties hereto agree not to discriminate against any employee because of membership or non-membership in activity on behalf of the AFSCME, Local 3325.

4.0.3 MANAGEMENT RIGHTS RESERVED

All management rights and functions except those, which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. Manage the City
- b. Establish and schedule working hours.
- c. Establish, modify, or change work schedules or standards.
- d. Institute changes in procedures.
- e. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
- f. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
- g. Determine services to be rendered and frequency thereof.
- h. Determine the layout of buildings and equipment and materials to be used therein.
- i. Determine processes, techniques, methods, and means of performing work.
- j. Determine the size, character and use of inventories.
- k. Determine financial policy including accounting procedure, establish and administer the fiscal year budget.
- l. Determine the administrative organization of the system.
- m. Determine selection, promotion, or transfer of employees.
- n. Determine the size and characteristics of the work force.
- o. Determine the allocation and assignment of work to employees.
- p. Determine policy affecting the selection of new employees.
- q. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
- r. Determine administration of discipline.
- s. Determine control and use of City property, materials, and equipment.
- t. Schedule work periods and determine the number and duration of work periods.
- u. Establish, modify, eliminate or enforce rules and regulations.
- v. Place work with outside firms.
- w. Determine the kinds and numbers of personnel necessary to execute the City mission.
- x. Determine the methods and means by which such operations are to be conducted.
- y. Require employees, where necessary, to take in service training courses during working hours.
- z. Determine duties to be included in any job classifications.
- aa. Determine the necessity of overtime and the amount of overtime required.
- bb. Take any necessary action to carry out the mission of the City in cases of an emergency or other unusual situations.
- cc. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

6.0. FULL UNDERSTANDING, MODIFICATIONS, WAIVER

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that both parties voluntarily and unqualifiedly waive their rights, and agree that the other shall not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

7.0. TERM AND RENEWAL OF MEMORANDUM

Upon ratification and execution by the City Council, this Memorandum of Understanding shall become effective July 1, 2006 for appropriate City employees on the active payroll as of the date of ratification by both parties. It shall remain in full force and effect until June 30, 2008. Furthermore, the MOU shall automatically be renewed on the same terms and conditions for consecutive one-year periods thereafter, unless no earlier than 120 days and no later than 90 days prior to the expiration of this agreement, or any extension thereof, either party give written notice to the other party of its intent to terminate or modify the agreement.

8.0. WORKDAYS AND HOURS

8.0.1 WORK SCHEDULES

The workday for employees appropriate to this unit shall be determined by the work schedule to which the employee is assigned and shall consist of one of the following:

8.0.1.1 5/40 SCHEDULE

5/40 Schedule: Five (5) eight (8) hour days within seven (7) consecutive twenty-four (24) hour periods for a total of forty (40) hours worked. A workday shall consist of an eight (8) hour day within a twenty-four hour period.

8.0.1.2 4/10 SCHEDULE

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

4/10 Schedule: Four (4) ten (10) hour days within seven (7) consecutive twenty-four (24) hour periods for a total of forty (40) hours worked. A workday shall consist of a ten (10) hour day within a twenty-four hour period.

8.0.1.3 9/80 SCHEDULE

9/80 Schedule: Eight (8) nine (9) hour days and one (1) eight (8) hour day within fourteen (14) consecutive twenty-four (24) hour periods for a total of two (2) forty (40) hour work periods.

The Union and the City agree to a reopener, upon either Party's request, on the subject of the 36-hour workweek, during the month of April, 2007; or, if mutually agreed, at some other time during the term of this MOU.

8.0.2 SUMMER HOURS

All AFSCME covered Street and Water employees except for the Water Consumer Representative will participate in summer hours starting with the first day of the last pay period in May running through the last day of the pay period that includes September 30. Hours of work during the summer hours period are Monday through Thursday, 6:45AM to 4:15PM; 6:45AM to 3:15PM every other Friday.

Employees shall be entitled to a 30-minute lunch break. Employees are not restricted to the site. The thirty (30) minute lunch shall be the total time allowed and shall include travel time to and from the assigned work area. Alternatively, employees may return to the yard and once they have secured their vehicles and completed any necessary work duties, then their thirty (30) minute lunch break shall commence. Employees may not use City vehicles during their lunch break for personal reasons, other than allowed by City policy.

The City maintains and preserves all rights including those regarding workdays and hours in the MOU and Personnel Rules. In the case of a Department emergency, the City reserves the right to immediately end the Summer Hours. The City will notify AFSCME as soon as possible should the Summer Hours end due to an emergency.

8.0.3 WORK HOURS

The number of hours designated for a workday under individual work schedules are inclusive of rest periods, but exclusive of the lunch period which shall not be paid time.

Each employee shall be scheduled to work on a regular shift, and each employee shall have a regular starting and quitting time. Some employee schedules, due to the needs of the service, will vary from week to week.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

Working hours for employees shall occur on weekdays and weekends, excluding holidays.

8.0.4 NOTIFICATION OF SCHEDULE CHANGE

Except in cases of emergency, a change in the scheduled work week for an employee shall require that the employee be notified at least five (5) calendar days in advance of the change, with written notice of the change provided to the union. In the case of an emergency, the change shall be temporary and cease upon resolution of the emergency.

The City may change the work week to any of the schedules listed above. In such occurrence, the City shall notify the union; and such implementation will not discriminate against any employee pursuant to Article 4.0.2 of this Memorandum of Understanding.

8.0.5 SENIORITY

Consideration will be given to employee seniority in scheduling overtime and vacations when operational considerations allow.

8.0.6 POLICE RECORDS CLERK SCHEDULE

The Police Records Clerk schedule shall be consistent with the scheduling practice of the Police Department shift employees.

9.0. REST PERIODS

A rest period of fifteen (15) minutes shall be permitted for all unit employees during each half shift, which shall be scheduled by the City's department head or designated supervisor in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time. The fifteen (15) minute break shall be the total time allowed and shall include travel time to and from the assigned work area.

Employees may not combine rest periods nor may they integrate them with assigned lunch periods unless the supervisor gives approval.

10.0. WAGE AND SALARY MATTERS

10.0.1 SALARY ADJUSTMENT

Effective July 1, 2006, 3.5% salary increase for all AFSCME employees.

Additional increase for the following positions:

- Building Maintenance Worker: 4.94%
- General Maintenance Worker: 4.94%

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

floating holiday in consideration for being regularly scheduled for a day off on the date that the holiday is observed.

11.0.1.2 WORKING ON A FIXED HOLIDAY

If an employee is required to work on any of the above holidays, they he/she may be granted pay at double time or be granted a holiday on some other day during the calendar year, at such time as the department head allows the employee's absence in accordance with the department work program.

If such worked holiday is not restored by the conclusion of the calendar year the employee will be paid in lieu thereof at double their regular hourly pay rate.

11.0.2 FLOATING HOLIDAYS

In addition, employees shall be granted floating holiday leave to be used without restriction as to purpose or incremental use within the calendar year. The amount of time granted to an employee for floating holiday leave is dependent on the employee's current work schedule. Employees on a 5/40 work schedule receive twenty-four (24) hours, employees on a 9/80 work schedule receive twenty-seven (27) hours, and employees on a 4/10 work schedule receive thirty (30) hours of floating holiday leave. There shall be no carry over permitted. Such floating holidays may be used only at such time after the employee has successfully completed probation or six months of service. One-half of the total allowed floating holidays shall accrue to permanent employees at the beginning of every six-month period beginning January 1 of each year. However, employees shall receive a credit for all floating holidays on January 1 of each year. If an employee leaves the City's service after using credited holidays before they have accrued, the employee shall have said credited but not accrued floating holiday time deducted from his or her final paycheck.

Employees shall receive prior written permission from the employee's supervisor when requesting floating holidays. Such requests may be granted after due consideration of the employee needs, however, department service and staffing levels will have primary weight in the decision.

11.0.2.1 EMERGENCY USE OF FLOATING HOLIDAYS

Floating Holidays may also be used in emergency and other unforeseen circumstances. In this event the employee shall notify the Department Head or Department Head's designee prior to the time set for the beginning of the shift of his/her reporting status. If neither of the above are available, the employee shall leave a message at the department business number designated for that purpose.

11.0.2.2 FLOATING HOLIDAYS FOR NEW EMPLOYEES; ACCRUAL AND PRORATION

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

Effective January 1, 1989, sick leave may also be used for injuries or illness, sick and non-sick preventative illness appointments with licensed health care professionals for members of the employee's immediate family. Immediate family shall include an employee's spouse, domestic partner, children, grandchildren, sons-in-law, daughters-in-law, parents, grandparents, parents-in-law, brothers, sisters, brothers-in-law, and sisters-in-law. "Children" shall also include a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. "Parent" shall include a biological, foster, or adoptive parent, a stepparent, or a legal guardian and which requires the care and attention of the employee.

11.0.3.6 SICK LEAVE REPORTING

All such usage as enumerated above shall be reported on the official City leave form, providing satisfactory proof of the nature and extent of the illness or injury and identification of such relative by name and relationship to justify the absence.

11.0.3.7 ACCUMULATION AND PAYOFF

Effective January 1, 1988, all employees hired on or after this date may accumulate up to ninety (90) work days of sick leave. Payoff at termination will be at the rate of one-half of such accumulated and unused sick leave. This provision will be forfeited in any individual case of disciplinary termination.

1. For all employees hired on or prior to December 31, 1987 and upon termination of employment, one-half of accumulated sick leave, up to a maximum of two hundred (200) days, shall be compensated to the employee at his/her base hourly rate of pay. For example, an employee with two hundred (200) accumulated days would receive one-half (1/2) of the two Hundred (200) day maximum, or one hundred (100) days.
2. The above employees having been hired on or prior to December 31, 1987 and having accumulated more days than the maximum indicated above shall not suffer loss of days on the books or otherwise forfeit such days. The City, however, reserves the right to pay off any portion of such overage at the straight time hourly base rate for one-half of a maximum of two hundred (200) days.

11.0.3.8 HOUSEHOLD AND PERSONAL EMERGENCY LEAVE

On an annual basis, an employee can convert two (2) full days, 8, 9, or 10 hours depending on work schedule, per year of accrued sick leave for household or personal emergencies.

11.0.3.9 BEREAVEMENT USE

From accrued sick leave available, an employee may be granted (on each separate occasion) up to three (3) days bereavement leave with pay in the event of death to a

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

- A. If the failure to use the vacation over the maximum allowed for accumulation was due to the City canceling or refusing (in writing), the employee a reasonable opportunity to schedule and utilize the vacation time necessary to stay within the accumulation limitation, then the City will compensate the employee for all of said time at the straight time (1X) value of the time to bring the accumulation level to the specified maximum.

- B. If written consent of the City Manager is received prior to July 31 of each year, the City will compensate the employee for all or a portion of said accumulation overage at the straight time (1X) value of the time to bring the accumulation level to the specified maximum. The City Manger may approve payment of all, a portion of or none of said overage depending upon available funds and anticipated workload of the individual employee as determined by the City.

Current employees having accumulated more time than that permitted under herein shall not suffer forfeit or otherwise loss of said time, in that such time earned prior to December 31, 1988 shall remain intact. No additional time shall be accrued after December 31, 1988 until the accumulation limit is reached.

11.0.4.4 PAY OFF PRIOR TO TERMINATION

The City shall reserve the right to pay off such accumulated overage in Article 11.0.4.3 at the straight time hourly base rate.

With written consent of the City Manager, an employee may sell back to the City his or her accumulated vacation at the employee's straight time (1x) rate of base pay. The City Manager may approve payment of all, a portion of or none of said request depending upon available funds and anticipated workload of the individual employee as determined by the City.

11.0.5 MATERNITY LEAVE

Employees shall be granted maternity sick leave in accordance with the City's sick leave program and the following provisions:

- 1. In all cases of pregnancy, the employee shall furnish the City a statement from her physician giving the anticipated date of delivery and the opinion of her physician of her ability to perform her normal work assignment. Such statement shall be furnished as soon as practical after a determination of pregnancy has been made.

- 2. A pregnant employee will be permitted to work as long as she is able to safely perform the duties of her position as recommended by the statement of her physician.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

3. A pregnant employee shall be permitted to be absent and for the period during which, in the opinion of her attending physician and when necessary, the City physician, she is temporarily disabled because of the pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
4. Within four (4) weeks after the termination of pregnancy, an employee shall provide the City with a written statement from her physician as to the date the employee shall be able to safely return to work. Failure to return to work on the date designated by her physician shall be deemed a voluntary resignation from her City employment unless the City agrees, in writing, to a later return date. Should the employee request, the City will grant additional leave in accordance with the California Family Rights Act, GC Section 12945.2.
5. The City may, at its option and at City cost, require an independent medical opinion concerning the employee's ability to safely continue to perform her duties or safely return to work.
6. An employee disabled due to pregnancy, miscarriage, abortion, childbirth, and recovery shall be entitled to exhaust accumulated paid sick leave time and paid vacation time prior to being placed in an authorized leave of absence without pay status. In no event should such leave extend beyond one hundred twenty (120) days. (GC 12945)
7. An employee disabled due to pregnancy, miscarriage, abortion, child birth, and recovery therefrom shall accrue seniority and other benefits in the same manner as such benefits are accrued by any other disabled employee.

11.0.6 MILITARY LEAVE

Military leave shall be provided for in accordance with federal and state law.

11.0.7 FAMILY CARE AND MEDICAL LEAVE

Employees shall be granted unpaid family care and medical leave in accordance with federal and state law and city policy.

11.0.8 WORK FURLOUGH

The City reserves the right to close nonessential, non-safety facilities between the Christmas and New Years holidays. This will result in employees being placed in an authorized unpaid leave status. Employees may use vacation, floating holidays, compensatory time, sick leave, or remain in an unpaid leave during this furlough period.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

The City shall have the discretion to advance vacation or floating holiday time, which will be earned by the employee in the future, to those employees who request it and who do not have any current vacation, floating holiday, or compensatory time and do not wish to be in an unpaid leave status during the furlough.

11.0.9 JURY DUTY AND JOB-RELATED REQUIRED COURT APPEARANCES

11.0.9.1 JURY DUTY

Employees shall be granted leave with pay annually, for fifteen (15) days of jury duty service.

When appropriate, the employee shall report to duty at work and be excused in order to report to court at the scheduled time. Upon being excused from jury service for any day, an employee shall immediately contact the department head or other supervisor for assignment for the remainder of his/her regular workday. Employee will present court report of days/hours spent on jury duty for payroll purposes.

11.0.9.2 NON-WORK RELATED APPEARANCE

In the case where a legal action does not pertain to a job-related matter, leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his or her attendance under penalty prescribed by law. The employee may also seek approval of use of his/her earned vacation, floating holiday or other applicable leave to cover the required time off.

11.0.9.3 WORK-RELATED APPEARANCE

In the case where an action is job-related, upon review and approval of the employee's department head, the time required will not be subject to any need for leave and the employee will be considered on duty.

12.0. OTHER EMPLOYEE BENEFITS

12.0.1 HEALTH, DENTAL, LIFE, WORKER'S COMPENSATION AND LTD

12.0.1.1 HEALTH

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

As the City is contracted with CalPERS for Medical insurance, the City shall contribute the minimum amount allowed under the Public Employee's Medical and Hospital Care Act ("PEMHCA"), per eligible employee toward the approved health care plan of the employee's choice. Every full-time active employee must be covered by a health care (medical and dental) plan approved by the City.

The Union and the City agree to a reopener, upon either Party's request, on the subject of alternatives to the present medical insurance program.

12.0.1.2 OPTIONAL BENEFITS

Effective July 1, 2006, the City shall contribute six hundred thirty dollars (\$630.00) per month amount per eligible employee toward an optional benefits plan. The employee may receive this amount in cash or may elect to use it for coverage for him/herself or him/her dependents for City approved benefit options, including but not limited to, dental insurance, supplemental life insurance, optical insurance, or deferred compensation plan. Any monies received in cash will be considered as taxable income.

Effective July 1, 2007 the City shall contribute six hundred fifty dollars (\$650.00) per month amount per eligible employee toward an optional benefits plan.

The City and the Union agree to a reopener for medical, only if unaffiliated employees receive a flex benefit increase to an amount greater than what AFSCME employees receive.

12.0.1.3 LIFE INSURANCE

The City shall provide a fifty thousand dollar (\$50,000) Term Life Insurance policy for each employee.

12.0.1.4 WORKERS' COMPENSATION

The City shall provide Workers' Compensation in accordance with State Law and this MOU.

If an employee not subject to California Labor Code Section 4850 sustains a work-related injury or illness on-the-job and such injury or illness is recognized as qualifying for coverage by the self-insurance administrators, the employee shall be eligible to receive full base salary continuation for the initial period up to forty-five (45) calendar days or until the employee returns to work, whichever is earlier. In addition, the City will maintain its contribution to benefits as provided for herein (retirement, health, dental life and LTD insurances). This provision shall apply only up through the first forty-five (45) calendar days of absence from work for each separate injury or illness, including aggravations thereof.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

Present contract with Public Employees Retirement System of "The 1/50 at age 55 Formula" (2% per year at age 55), with the following additions:

1. One-half pay continuance (GC Sections 21624, 21626, 21628)
2. 1957 Survivors Benefit
3. 1959 Survivors Benefit
 - A. Employee contributes \$2.00 per month
 - B. Level IV Coverage effective April 5, 2005.
4. One year final compensation (single highest year) per GC Section 20042
5. The City has previously amended its contract with P.E.R.S. to permit employees covered by this Memorandum of Understanding the opportunity to buy military service as credit for retirement purposes, in accordance with GC Section 21024. This applies only to employees hired on or before December 31, 1990. Employees hired on or after January 1, 1991 will be eligible for this benefit pending Council approval.
6. The City will pay the full employee contribution to P.E.R.S., not to exceed 7.00%. Such employee portion to be deposited in the employee member's account.
7. Information received from P.E.R.S. concerning employee benefits shall be made available to all employees in the Human Resources Office. An employee shall secure this information only on his or her own time.
8. The City has amended its contract with P.E.R.S. to provide unused Sick Leave Credit (adopted 10-1-81) per GC Section 20965.
9. The City has amended its contract with P.E.R.S. to provide \$600 Retired employee death benefit per GC Section 21622.

12.0.2.1 SUPPLEMENTAL RETIREE BENEFIT

As of December 31, 1996, the City began contributing \$472.00 per month per eligible retiree toward optional benefit plan until the beginning of the month the retiree reaches Medicare eligibility age. Each eligible retiree may receive this amount in cash or may elect or use it for coverage for him/herself for city-approved benefit options. Upon

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

reaching Medicare eligibility age, an eligible retiree receives \$31.20 per month toward optional benefits. Any monies received in cash will be considered as taxable income.

Eligible retiree means any person who meets the retirement eligibility standards of the Public Employee's Retirement System and either was a current full time employee on December 31, 1996, or is a person who has ten (10) years of uninterrupted service as a full time employee with the City of Covina subsequent to December 31, 1996. An employee retiring due to job-related disabilities shall be entitled to supplemental retiree benefits.

The Union and the City agree to a reopener, upon either party's request , after July 1, 2007, to discuss Supplemental Retiree Benefits.

12.0.3 VOLUNTARY JOB RELATED EDUCATIONAL REIMBURSEMENT PROGRAM

12.0.3.1 APPLICABILITY

Employee Classifications appropriate to this unit.

12.0.3.2 ELIGIBILITY

Those employees named above who successfully completed their respective probationary period and who seek to improve their work skills on a voluntary basis. Employees desiring to participate in this program submit a written request to the department head and the Human Resources Director at least twenty-one (21) days prior to the first class meeting. Employees should not enroll until written authorization is returned by your department head.

12.0.3.3 QUALIFICATION AND LIMITS

All courses must be job related and offered by vocational schools, community colleges or other institutions deemed appropriate by the department head and Human Resources Director. General courses not job related but required for a degree are not eligible. Reimbursement will extend to registration fees, textbooks, parking fees and tuition. A minimum passing grade of "C" or "credit" must be earned in order to receive reimbursement. Expense receipts and grade card shall be turned in to the department head. Books purchased with City funds will remain the property of the City.

12.0.3.4 FUNDING

The availability of this program is contingent upon budgeted department funds and City resources. Requests may be denied or partially funded as determined by the department head or City Manager.

12.0.3.5 COURSES DURING WORK HOURS

_____ City	_____ Union
Initials	Initials

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

When courses or seminars are offered only during regularly scheduled work hours and in the judgment of the department head and Human Resources Director such training is necessary to develop, maintain or improve employee skill, the City may permit the employee paid leave time from the city department.

12.0.3.6 LICENSES AND CERTIFICATES

\$1,000 per fiscal year shall be budgeted for job related license and certificate fees. Required and non-required license and certificate fees are eligible for reimbursement as long as they are job related. Reimbursement shall be provided on a first-come, first-serve basis. Any money not used will rollover to the next year(s).

12.0.4 UNIFORM, MAINTENANCE AND CLEANING

12.0.4.1 FIELD EMPLOYEES

The City shall provide uniforms for field employees in accordance with City policy and specific departmental and safety needs.

Shirts, pants, jackets, and hats are provided, with City identification seal for on-duty wear only. The employee is required to wear the uniform when on duty.

12.0.4.2 POLICE DEPARTMENT PERSONNEL

Police Records Clerks shall receive a six-hundred dollars (\$600) uniform maintenance and cleaning allowance.

Employees shall receive their uniform maintenance and cleaning allowance on the first paycheck of August each year. Employees who successfully complete twelve months of employment with the City subsequent to August 1st of each year shall receive a prorated share of their uniform allowance the following August.

Uniforms damaged in the course of duty will be repaired or replaced at no cost to the employee. Prior consent for repair/replacement shall be obtained from the Bureau Commander.

12.0.4.3 CODE ENFORCEMENT UNIFORM

The City and the Union agree to meet and confer should the City intend to implement a uniform for Code Enforcement Officers.

12.0.5 AUTO MILEAGE REIMBURSEMENT

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**13.0.2.2 A PERMANENT EMPLOYEE WHO HAS COMPLETED THE
PROBATIONARY PERIOD IN THE AFFECTED CLASSIFICATION**

All such employees shall be listed in the order of their seniority. The most junior employee shall be given the opportunity to transfer to any comparable vacant position for which the employee is qualified. If such a vacancy does not exist, such employee shall be given the opportunity to exercise his/her seniority to be placed in the most junior position in any lower classification for which he/she is qualified, or to accept the lay-off. Employees at the lower level who are junior will then be transferred or be demoted in the same manner until the lowest levels of classification and the most junior employees are reached. At such time, such employees shall be laid off.

In the event that the position to be eliminated is not held by the most junior person in that classification, the employee that holds such affected position shall be given the opportunity to replace the most junior employee or to exercise his transfer or seniority rights as set forth above.

13.0.3 REINSTATEMENT TO FORMER CLASSIFICATION

All employees demoted or transferred in lieu of lay-off shall be reinstated to their former classification once vacancies occur, or if positions are restored with priority for reinstatement given to demoted employees.

13.0.4 RE-EMPLOYMENT LIST

All laid-off permanent employees shall be placed in order of seniority on a re-employment list for two (2) years, and shall retain existing seniority rights for such period.

When a vacancy occurs for which a re-employment list exists, the City Manager shall certify from the top of such list the number of names equal to the number of vacancies to be filled, and the department head shall appoint such persons to fill the vacancies.

Anyone on a re-employment list may be re-employed in a position with a lower maximum rate of pay, provided the person possesses the minimum skills and qualifications for the position.

Notice of vacancy to an employee on a re-employment list shall be by the most expeditious means in order to fill the vacancy as soon as possible. As a last resort notice shall be given by Certified Mail, and if the employee does not respond within three (3) days from the date of receipt, or if the notice is undeliverable due to address unknown, the employee's name shall be passed over and the next employee on the list shall be notified of the vacancy. After an employee has been passed over twice in such manner, the employee's name shall be removed from the re-employment list after

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

notification of the Recognized Employee Organization. An eligible employee shall have ten (10) working days from receipt of notice to report to work.

A courtesy (non-mandatory) copy of notice of vacancy to employees will be sent to the Recognized Employee Organization.

Notice of intent to remove a name from the re-employment list shall be sent to the Recognized Employee Organization.

14.0. GRIEVANCE PROCEDURE

Grievances shall be processed according to Rule XVII of the City's Personnel Rules and Regulations. However, regarding deadlines for employee responses, the employee shall have the same time as provided to the City. See Exhibit A for procedures.

The Union and the City agree to a reopener, upon either Party's request, on the subject of revising the Grievance Procedure, including the Disciplinary Procedure.

15.0. UNION SECURITY AND BUSINESS

15.0.1 DUES CHECK-OFF

Local 3325 of the American Federation of State, County and Municipal Employees, AFL-CIO is the formally recognized employee organization representing this unit and has permission to have the regular dues of its members deducted from their paychecks.

Dues deduction shall be for a specified amount and shall be made only upon the voluntary written authorization of the member. Dues deduction authorization may be canceled and the dues check-off payroll discontinued at any time by the member upon voluntary written notice to the Municipal Employee Relations Officer. Dues deduction authorization or cancellation shall be made upon cards provided the Municipal Employee Relations Officer. Dues deduction may be continued only upon voluntary written authorization of the member. Employee payroll deduction authorizations shall be in uniform amounts for dues deductions.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the formally recognized employee organization is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the City which would have been withheld if the member of an organization who is in a non-pay status during only a part of the period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

The union may, with the prior approval of the Municipal Relations Officer, be granted the use of City facilities during non-work hours for meetings of City employees of position classifications covered by this Memorandum of Understanding provided space is available, and provided further such meetings are not used for matters involved with political, religious, or commercial endeavors. Violation of these conditions by the Union will be cause for revocation of the Union right to use such City facilities.

The City reserves the right to assess the Union for reimbursement of its direct expenses incurred for the Union's use of such facilities.

The use of City equipment other than items normally used in the conduct of business meeting, such as desks, chairs, and blackboards is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

15.0.4 AVAILABILITY OF DATA

The City will make available to the union such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitation and conditions set forth in this rule and Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to employee organizations includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Upon the Union's request, the City agrees to provide the Union a list of dues paying and AFSCME unit members.

Nothing in this rule shall be construed to require disclosure of records that are:

1. Personnel, medical and similar files, the disclosure of which would constitute an invasion of personal privacy or be contrary to merit system principles. However, AFSCME Local 3325 may have access to such information upon the presentation of written consent of the employee affected. Such request shall be made upon the City five (5) working days in advance of the desired date of access/inspection;
2. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweighs the public interest served by disclosure of the record;

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

3. Records pertaining to pending litigation to which the City is a party, or to claims or appeals which have not been settled;
4. Nothing in this rule shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the agency.

15.0.5 ASSOCIATION/UNION RELEASE TIME

The City shall provide forty (40) hours of on duty time beginning on January 2 of each calendar year to the Association/Union President or Designee to conduct Association/Union business. In addition, said 40 hours may be utilized by two (2) Union President designees to act as stewards for grievance processing. It is noted that negotiation time for matters concerning wages, hours, terms and conditions of employment is not included in this 40-hour allotment. The Association/Union President shall notify his/her Division or Department Head Supervisor in writing twenty-four (24) hours in advance that (1) he/she wishes to be released from the work site to conduct Association/Union business; (2) the time he/she wishes to be released; (3) the location(s) where he/she intends to be; and (4) the time he/she intends to return to the work site.

If such Division or Department Head Supervisor determines that the requested time period will be disruptive to the mission of the City, such Division or Department Head shall inform the Association/Union President and the parties meet to set a mutually acceptable alternate time for the Association/Union President to be released from the work site.

Upon completion of such Union/Association business the Union/Association President shall report in writing with signature usage of said time to the Division or Department Head Supervisor who shall in turn forward a copy of such usage report to the Employee Relations Officer/City Manager.

15.0.6 PROFESSIONAL CONDUCT

In keeping with professional ideals and standards, neither the Union nor the City shall invoke the name of the other party as a sponsor or supporter to any fund-raising activities without the written agreement of the duly-designated representative of the sponsoring party.

16.0. RESOLUTION OF IMPASSE

Impasse procedures may be invoked only after the possibility of settlement by direct discussion has been exhausted. The impasse procedures are as follows:

City	Union
Initials	Initials

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

1. **MEDIATION (OR CONCILIATION)** Means the efforts of an impartial third person, or persons, functioning as intermediaries, to assist the parties in reaching a voluntary resolution to an impasse, through interpretation, suggestion and advice. Mediation and conciliation are interchangeable terms. All mediation proceedings shall be private. The Mediator shall make no public recommendations nor take any public position concerning the issues.
2. **A DETERMINATION BY THE COUNCIL** - after a hearing on the merits of the dispute.
3. Any other dispute resolving procedures to which the parties mutually agree or which the City Council may order.

Any party may initiate the impasse procedure by filing with the other party (or parties) affected a written request for an impasse meeting together with a statement of its position on all disputed issues. An impasse meeting may then be scheduled by the Municipal Employee Relations Officer forthwith after the date of filing of the written request for such meeting, with written notice to all parties affected. The purpose of such impasse meeting is twofold: (1) to permit a review of the position of all parties in a final effort to reach agreement on the disputed issues, and (2) if agreement is not concluded, to mutually select the specific impasse procedure to which the dispute may be submitted; in the absence of agreement between the parties on this point, the matter may be referred to the City Council.

The fees and expenses, if any, of mediators or of any other impasse procedure, shall be payable one-half by the City and one-half by the employee organization or employee organizations.

17.0. DISCONTINUATION OF THE BONUS POINTS PREFERENCE

Effective January 1, 1991, employees appropriate to this unit shall not be subject to the five-bonus point preference enumerated in the City of Covina Personnel Rules, Rule VII, and Section 4.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

20.0. EXHIBIT "A" - GRIEVANCE PROCEDURE

**RULE XVII
GRIEVANCE PROCEDURES**

Section 1. Definition: For definition purposes, there are two types of grievances to be addressed in this section. A Type I grievance is defined as any dispute concerning the application or interpretation of any rule or policy of the City of Covina Personnel Rules and Regulations, of an existing MOU, of departmental rules and regulations, or of the practical consequences of a City rights decision on wages, hours, and other terms and conditions of employment.

A Type II grievance is defined as a dispute resulting from a disciplinary action, including but not limited to suspension, demotion, or discharge.

Section 2. Procedure to Afford the Employee Proper Consideration of a Type I Grievance:

Step 1: Review with Employee Organization: When applicable, the grievant shall discuss the grievance with his/her appropriate Employee Association (Union) Advisory Committee in an effort to determine if the grievance should be pursued. If so, the committee may assist the employee in processing the grievance. The grievant has ten working days following the day the event occurred upon which to consult with his/her Employee Advisory Committee. Step I does not preclude the grievant, however, from taking his/her grievance to the next step of review.

Step 2: Informal Discussion: The grievant shall discuss the grievance with his/her immediate supervisor on an informal basis in an effort to resolve the grievance, and said grievance shall be considered waived if not so presented to the immediate supervisor within ten (10) working days following the day the event occurred upon which the grievance is based. The immediate supervisor shall respond in writing within five (5) working days following the meeting with the grievant. Failure of the immediate supervisor to respond within such time limit shall entitle the grievant to process the grievance at the next step.

Step 3: Division Head Review (First level of Review): If the grievance is not settled at step 2, the grievant may submit the grievance in writing to his/her division head within five (5) working days of the receipt of the grievance response at step 2. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the division head shall meet with the grievant and a written decision and

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

statement facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days from the date of service. Failure of the division head to respond within such time limits shall entitle the grievant to process his/her grievance at the next level of review.

Step 4: Department Head Review (Second Level Review): If the grievance is not settled at step 3, the grievant may serve written notice of the grievance to the department head within ten (10) working days of the receipt of the Step 3 grievance response. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such written notice is served, the department head shall meet with the grievant, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days from the date of service. Failure of the department head to respond within such time limit shall entitle the grievant to process the grievance at the next level of review.

Step 5: Personnel Officer Review (Third Level Review): If the grievance is not settled at Step 4, the grievant may serve written notice of the grievance to the Personnel Officer within five (5) working days following receipt of the grievance response at step 4. Failure of the grievant to serve such written notice shall constitute a waiver of the grievance. If such notice is served, the Personnel Officer shall meet with the grievant, and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within ten (10) working days from the date of service. Failure of Management to respond within such time limits shall entitle the grievant to process the grievance at the next level of review.

Step 6: City Manager/Designee Review (Final Level of Review): If the grievance is not settled at Step 4, the grievant may serve written notice of the grievance to the City Manager or his/her designee within ten (10) working days following receipt of the grievance response at Step 4. Failure of the grievant to serve such notice shall constitute a waiver of the grievance. If such notice is served, the City Manager or his/her designee shall meet with the grievant and a written decision and statement of facts and issues shall be rendered to the grievant and representative, if any, within fifteen (15) working days from the date of service. The City Manager's decision, working in conjunction with his/her designee shall be final in all Type I Grievances.

Section 3. Procedure to Afford the Employee Proper Consideration of a Type II Grievance: The procedure to be followed concerning a Type II Grievance shall be in accordance with the law as set forth in the 1975 Skelly v. State Personnel Board and subsequent related cases.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

Step 1: Department Head Review (First Level Review): With respect to the Skelly process, the grievant shall have ten (10) working days in which to respond either orally or in writing to charges and intended disciplinary action. The grievant's response shall be directed to his/her department head. Upon receipt of the grievant's written and/or oral response to the charges, the department head has five (5) working days to submit a written decision to the grievant and representative, if any, concerning the disciplinary action to be taken.

Step 2: Personnel Advisory Board Review (Second Level Review): If the grievance is not resolved at the department head level, the grievant may request in writing a hearing, before the Personnel Advisory Board. The written appeal to the Personnel Advisory Board must be submitted to the Employee Relations Officer within ten (10) working days after receiving the department heads written response.

Section 4. Scope of Type 1 Grievance: Any regular employee in the competitive service shall have the right to file a grievance as outlined in Sections 1 – 2. Employees shall clearly define the scope of the Type 1 grievance upon initial filing. Additional information relevant to the identified issue or cause may be added as the grievance progresses. New issues or cause for action shall not be added to the existing grievance once it has been filed and progressed beyond Step 2 (Level 1) Department Head Review.

Section 5. Right of Grievant to Representation: The grievant has the right to be represented by any person or attorney he/she may select during the various stages of the grievance procedure for both Type I and Type II Grievances.

Section 6. Reprisals: Employees shall be free from reprisal for using any of the grievance procedures as indicated in the rules and regulations.

Section 7. Judicial Review: An appeal for judicial review of any final decision pursuant to this grievance procedure shall be filed not later than the 90th day following the date on which said decision becomes final.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

**21.0. EXHIBIT "B" – CLASSIFICATION TITLES AND SALARY
RANGE NUMBERS**

Effective 7/1/2006

		A	B	C	D	E
Account Clerk I	1010	\$2,371	\$2,490	\$2,614	\$2,745	\$2,882
Account Clerk II	1020	\$2,781	\$2,920	\$3,066	\$3,220	\$3,381
Assistant Civil Engineer	3030	\$4,439	\$4,661	\$4,895	\$5,139	\$5,396
Assistant Planner	3040	\$3,938	\$4,135	\$4,342	\$4,559	\$4,787
Associate Civil Engineer	3100	\$5,153	\$5,411	\$5,681	\$5,966	\$6,264
Associate Planner	3050	\$4,351	\$4,568	\$4,797	\$5,037	\$5,289
Building and Code Enforcement Crd.	3053	\$3,806	\$3,997	\$4,197	\$4,406	\$4,627
Building Maintenance Worker	2010	\$2,772	\$2,911	\$3,057	\$3,210	\$3,370
Code Enforcement Officer	3070	\$3,461	\$3,634	\$3,815	\$4,006	\$4,206
Construction Inspector II	3080	\$4,140	\$4,347	\$4,564	\$4,793	\$5,032
Construction Inspector I	3081	\$3,311	\$3,477	\$3,650	\$3,833	\$4,025
Engineering Technician	3120	\$3,133	\$3,290	\$3,454	\$3,627	\$3,808
Equipment Foreman	2020	\$3,747	\$3,935	\$4,131	\$4,338	\$4,555
Equipment Mechanic	2030	\$3,196	\$3,356	\$3,524	\$3,700	\$3,885
Equipment Operator	2040	\$3,102	\$3,257	\$3,420	\$3,591	\$3,770
General Building Inspector I	3209	\$3,011	\$3,161	\$3,320	\$3,486	\$3,660
General Building Inspector II	3208	\$3,904	\$4,099	\$4,304	\$4,520	\$4,746
General Maintenance Worker	2070	\$2,509	\$2,634	\$2,766	\$2,904	\$3,049
Library Assistant	3140	\$2,750	\$2,887	\$3,031	\$3,183	\$3,342
Literacy Coordinator	6141	\$3,821	\$4,012	\$4,212	\$4,423	\$4,644
Office Assistant I	1030	\$2,104	\$2,210	\$2,320	\$2,436	\$2,558
Office Assistant II	1040	\$2,443	\$2,566	\$2,694	\$2,829	\$2,970
Park Foreman	2080	\$3,823	\$4,014	\$4,215	\$4,426	\$4,647
Park Worker	2090	\$2,752	\$2,890	\$3,034	\$3,186	\$3,345
Park Worker-Irrigation Specialist	2110	\$2,922	\$3,068	\$3,222	\$3,383	\$3,552
Plan Checker	3160	\$4,223	\$4,434	\$4,656	\$4,888	\$5,133
Planning Secretary	1050	\$3,133	\$3,290	\$3,454	\$3,627	\$3,808
Planning Technician	3170	\$3,228	\$3,389	\$3,558	\$3,736	\$3,923
Police Records Clerk	1060	\$2,517	\$2,643	\$2,775	\$2,914	\$3,059
Printing & Central Services Specialist	3190	\$2,594	\$2,723	\$2,860	\$3,003	\$3,153
Recreation Coordinator	3200	\$2,864	\$3,007	\$3,158	\$3,316	\$3,481
Secretary	1070	\$2,756	\$2,893	\$3,038	\$3,190	\$3,350
Senior Equipment Mechanic	2130	\$3,531	\$3,707	\$3,893	\$4,087	\$4,292
Senior General Building Inspector	3210	\$4,140	\$4,347	\$4,564	\$4,793	\$5,032
Senior Librarian	3230	\$3,895	\$4,089	\$4,294	\$4,508	\$4,734
Senior Secretary	1080	\$2,981	\$3,130	\$3,286	\$3,450	\$3,623
Street Crew Leader	2160	\$2,981	\$3,130	\$3,286	\$3,450	\$3,623
Street Worker	2180	\$2,699	\$2,834	\$2,975	\$3,124	\$3,280
Traffic Painter	2190	\$2,922	\$3,068	\$3,222	\$3,383	\$3,552
Water Consumer Representative	2200	\$2,981	\$3,130	\$3,286	\$3,450	\$3,623
Water Crew Leader	2210	\$3,041	\$3,193	\$3,353	\$3,521	\$3,697
Water Foreman	2220	\$3,823	\$4,014	\$4,215	\$4,426	\$4,647
Water Pump Operator	2230	\$3,102	\$3,257	\$3,420	\$3,591	\$3,770
Water Worker	2250	\$2,752	\$2,890	\$3,034	\$3,186	\$3,345

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF COVINA AND AFSCME LOCAL 3325**

Effective 7/1/2007

		A	B	C	D	E
Account Clerk I	1010	\$2,454	\$2,577	\$2,706	\$2,841	\$2,983
Account Clerk II	1020	\$2,879	\$3,023	\$3,174	\$3,332	\$3,499
Assistant Civil Engineer	3030	\$4,595	\$4,825	\$5,066	\$5,319	\$5,585
Assistant Planner	3040	\$4,076	\$4,280	\$4,494	\$4,719	\$4,955
Associate Civil Engineer	3100	\$5,334	\$5,600	\$5,880	\$6,174	\$6,483
Associate Planner	3050	\$4,503	\$4,728	\$4,965	\$5,213	\$5,474
Building and Code Enforcement Crd.	3053	\$3,940	\$4,137	\$4,343	\$4,561	\$4,789
Building Maintenance Worker	2010	\$2,870	\$3,013	\$3,164	\$3,322	\$3,488
Code Enforcement Officer	3070	\$3,582	\$3,761	\$3,949	\$4,146	\$4,354
Construction Inspector II	3080	\$4,285	\$4,499	\$4,724	\$4,960	\$5,208
Construction Inspector I	3081	\$3,427	\$3,598	\$3,778	\$3,967	\$4,165
Engineering Technician	3120	\$3,243	\$3,405	\$3,575	\$3,754	\$3,942
Equipment Foreman	2020	\$3,878	\$4,072	\$4,276	\$4,490	\$4,714
Equipment Mechanic	2030	\$3,308	\$3,473	\$3,647	\$3,829	\$4,021
Equipment Operator	2040	\$3,210	\$3,371	\$3,539	\$3,716	\$3,902
General Building Inspector I	3209	\$3,116	\$3,272	\$3,436	\$3,607	\$3,788
General Building Inspector II	3208	\$4,041	\$4,243	\$4,455	\$4,678	\$4,912
General Maintenance Worker	2070	\$2,597	\$2,726	\$2,863	\$3,006	\$3,156
Library Assistant	3140	\$2,846	\$2,988	\$3,138	\$3,294	\$3,459
Literacy Coordinator	6141	\$3,954	\$4,152	\$4,360	\$4,578	\$4,807
Office Assistant I	1030	\$2,178	\$2,287	\$2,401	\$2,521	\$2,647
Office Assistant II	1040	\$2,529	\$2,655	\$2,788	\$2,928	\$3,074
Park Foreman	2080	\$3,957	\$4,155	\$4,362	\$4,581	\$4,810
Park Worker	2090	\$2,849	\$2,991	\$3,141	\$3,298	\$3,462
Park Worker-Irrigation Specialist	2110	\$3,025	\$3,176	\$3,335	\$3,501	\$3,676
Plan Checker	3160	\$4,371	\$4,589	\$4,819	\$5,059	\$5,312
Planning Secretary	1050	\$3,243	\$3,405	\$3,575	\$3,754	\$3,942
Planning Technician	3170	\$3,341	\$3,508	\$3,683	\$3,867	\$4,061
Police Records Clerk	1060	\$2,605	\$2,735	\$2,872	\$3,016	\$3,166
Printing & Central Services Specialist	3190	\$2,685	\$2,819	\$2,960	\$3,108	\$3,263
Recreation Coordinator	3200	\$2,964	\$3,113	\$3,268	\$3,432	\$3,603
Secretary	1070	\$2,852	\$2,995	\$3,145	\$3,302	\$3,467
Senior Equipment Mechanic	2130	\$3,654	\$3,837	\$4,029	\$4,230	\$4,442
Senior General Building Inspector	3210	\$4,285	\$4,499	\$4,724	\$4,960	\$5,208
Senior Librarian	3230	\$4,031	\$4,232	\$4,444	\$4,666	\$4,900
Senior Secretary	1080	\$3,085	\$3,239	\$3,401	\$3,571	\$3,750
Street Crew Leader	2160	\$3,085	\$3,239	\$3,401	\$3,571	\$3,750
Street Worker	2180	\$2,793	\$2,933	\$3,079	\$3,233	\$3,395
Traffic Painter	2190	\$3,025	\$3,176	\$3,335	\$3,501	\$3,676
Water Consumer Representative	2200	\$3,085	\$3,239	\$3,401	\$3,571	\$3,750
Water Crew Leader	2210	\$3,148	\$3,305	\$3,470	\$3,644	\$3,826
Water Foreman	2220	\$3,957	\$4,155	\$4,362	\$4,581	\$4,810
Water Pump Operator	2230	\$3,210	\$3,371	\$3,539	\$3,716	\$3,902
Water Worker	2250	\$2,849	\$2,991	\$3,141	\$3,298	\$3,462

1.0.	PREAMBLE	1
2.0.	RECOGNITION	1
2.0.1	EMPLOYEES/CLASSIFICATIONS	1
2.0.1.1	CLERICAL SERIES CLASSIFICATIONS	1
2.0.1.2	MAINTENANCE SERIES CLASSIFICATIONS	1
2.0.1.3	TECHNICAL SERIES CLASSIFICATIONS	2
2.0.2	NEW CLASSIFICATIONS.....	2
2.0.3	OLD TITLES ELIMINATED.....	2
2.0.4	MANAGEMENT CLASSIFICATIONS EXCLUDED.....	2
2.0.5	INDIVIDUAL EMPLOYEE RIGHTS.....	3
3.0.	EMPLOYEE DEFINITIONS.....	3
4.0.	SCOPE AND PREVAILING RIGHTS.....	4
4.0.1	BASIC AGREEMENT.....	4
4.0.2	DISCRIMINATION.....	4
4.0.3	MANAGEMENT RIGHTS RESERVED.....	4
4.0.4	EMPLOYEE RIGHTS.....	6
5.0.	SAVINGS CLAUSE	6
5.0.1	STATE AND FEDERAL OBLIGATIONS.....	6
5.0.2	COURT ACTIONS/LEGISLATION	6
5.0.3	BINDING	6
5.0.4	PRIVATE VERSUS MUNICIPAL WORK FORCE.....	6
6.0.	FULL UNDERSTANDING, MODIFICATIONS, WAIVER.....	7
7.0.	TERM AND RENEWAL OF MEMORANDUM	7
8.0.	WORKDAYS AND HOURS	7
8.0.1	WORK SCHEDULES.....	7
8.0.1.1	5/40 SCHEDULE	7
8.0.1.2	4/10 SCHEDULE	7

8.0.1.3	9/80 SCHEDULE	8
8.0.2	SUMMER HOURS	8
8.0.3	WORK HOURS.....	8
8.0.4	NOTIFICATION OF SCHEDULE CHANGE.....	9
8.0.5	SENIORITY	9
8.0.6	POLICE RECORDS CLERK SCHEDULE	9
9.0.	REST PERIODS	9
10.0.	WAGE AND SALARY MATTERS	9
10.0.1	SALARY ADJUSTMENT	9
10.0.2	SPECIAL SKILL AND ASSIGNMENT PAY	10
10.0.2.1	BILINGUAL SKILL PAY	10
10.0.2.2	SPECIAL ASSIGNMENT - "SENIOR" POLICE RECORDS CLERK	10
10.0.2.3	STENO SKILL PAY	10
10.0.2.4	WATER QUALITY INSPECTOR PAY	10
10.0.3	PROBATIONARY PERIOD.....	11
10.0.4	ADVANCEMENT THROUGH SALARY RANGE.....	11
10.0.4.1	PROMOTED EMPLOYEES	11
10.0.4.2	SALARY UPON PROMOTION	11
10.0.4.3	<u>LONGEVITY PAY</u>	11
10.0.5	STANDBY, CALL BACK AND OVERTIME PAY	12
10.0.5.1	STANDBY	12
10.0.5.2	CALL BACK.....	12
10.0.5.3	OVERTIME.....	12
10.0.5.4	COMPENSATORY TIME OFF.....	13
10.0.6	COMPENSATION FOR EMPLOYEES ACTING IN A HIGHER CLASSIFICATION.....	13
10.0.7	HOME USE OF THE SCADA SYSTEM.....	13
11.0.	FIXED AND FLOATING HOLIDAYS	13
11.0.1	FIXED HOLIDAYS	14
11.0.1.1	FIXED HOLIDAY FALLS ON A WEEKEND.....	14
11.0.1.2	WORKING ON A FIXED HOLIDAY	15
11.0.2	FLOATING HOLIDAYS.....	15
11.0.2.1	EMERGENCY USE OF FLOATING HOLIDAYS.....	15
11.0.2.2	FLOATING HOLIDAYS FOR NEW EMPLOYEES; ACCRUAL AND PRORATION	15

11.0.3	SICK, FAMILY SICK AND BEREAVEMENT LEAVE	16
11.0.3.1	SICK LEAVE PROVIDED	16
11.0.3.2	USE OF SICK LEAVE DURING FIRST SIX MONTHS OF EMPLOYMENT	16
11.0.3.3	EXPANDED USE OF SICK LEAVE	16
11.0.3.4	EMPLOYEE USE	16
11.0.3.5	EMPLOYEE'S FAMILY USE	16
11.0.3.6	SICK LEAVE REPORTING.....	17
11.0.3.7	ACCUMULATION AND PAYOFF	17
11.0.3.8	HOUSEHOLD AND PERSONAL EMERGENCY LEAVE.....	17
11.0.3.9	BEREAVEMENT USE	17
11.0.4	VACATION	18
11.0.4.1	VACATION PROVIDED	18
11.0.4.2	PAY OFF UPON TERMINATION	18
11.0.4.3	ACCUMULATION.....	18
11.0.4.4	PAY OFF PRIOR TO TERMINATION	19
11.0.5	MATERNITY LEAVE.....	19
11.0.6	MILITARY LEAVE.....	20
11.0.7	FAMILY CARE AND MEDICAL LEAVE.....	20
11.0.8	WORK FURLOUGH.....	20
11.0.9	JURY DUTY AND JOB-RELATED REQUIRED COURT APPEARANCES.....	21
11.0.9.1	JURY DUTY	21
11.0.9.2	NON-WORK RELATED APPEARANCE.....	21
11.0.9.3	WORK-RELATED APPEARANCE	21
12.0.	OTHER EMPLOYEE BENEFITS	21
12.0.1	HEALTH, DENTAL, LIFE, WORKER'S COMPENSATION AND LTD.....	21
12.0.1.1	HEALTH	21
12.0.1.2	OPTIONAL BENEFITS.....	22
12.0.1.3	LIFE INSURANCE	22
12.0.1.4	WORKERS' COMPENSATION	22
12.0.1.5	LONG TERM DISABILITY	23
12.0.2	RETIREMENT.....	23
12.0.3	VOLUNTARY JOB RELATED EDUCATIONAL REIMBURSEMENT PROGRAM	25
12.0.3.1	APPLICABILITY.....	25
12.0.3.2	ELIGIBILITY.....	25
12.0.3.3	QUALIFICATION AND LIMITS	25
12.0.3.4	FUNDING	25
12.0.3.5	COURSES DURING WORK HOURS	25
12.0.3.6	LICENSES AND CERTIFICATES	26
12.0.4	UNIFORM, MAINTENANCE AND CLEANING.....	26
12.0.4.1	FIELD EMPLOYEES.....	26
12.0.4.2	POLICE DEPARTMENT PERSONNEL.....	26
12.0.4.3	CODE ENFORCEMENT UNIFORM.....	26

12.0.5	AUTO MILEAGE REIMBURSEMENT	26
13.0.	LAY-OFF PROCEDURE.....	27
13.0.1	SENIORITY.....	27
13.0.2	ORDER OF LAY-OFF	27
13.0.2.1	A PERMANENT EMPLOYEE WHO HAS NOT COMPLETED THE PROBATIONARY PERIOD IN A PROMOTED CLASS	27
13.0.2.2	A PERMANENT EMPLOYEE WHO HAS COMPLETED THE PROBATIONARY PERIOD IN THE AFFECTED CLASSIFICATION.....	28
13.0.3	REINSTATEMENT TO FORMER CLASSIFICATION	28
13.0.4	RE-EMPLOYMENT LIST.....	28
14.0.	GRIEVANCE PROCEDURE.....	29
15.0.	UNION SECURITY AND BUSINESS	29
15.0.1	DUES CHECK-OFF	29
15.0.2	ACCESS TO WORK LOCATIONS.....	30
15.0.3	USE OF CITY FACILITIES.....	30
15.0.4	AVAILABILITY OF DATA.....	31
15.0.5	ASSOCIATION/UNION RELEASE TIME.....	32
15.0.6	PROFESSIONAL CONDUCT.....	32
16.0.	RESOLUTION OF IMPASSE.....	32
17.0.	DISCONTINUATION OF THE BONUS POINTS PREFERENCE.....	33
18.0.	SIGNATURES.....	34
19.0.	- EXHIBITS.....	35
20.0.	EXHIBIT "A" - GRIEVANCE PROCEDURE	36
21.0.	EXHIBIT "B" – CLASSIFICATION TITLES AND SALARY	39