



MEMORANDUM OF UNDERSTANDING

CITY OF COVINA

AND

POLICE MANAGEMENT GROUP

JULY 1, 2008 THROUGH JUNE 30, 2009

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
POLICE MANAGEMENT GROUP**

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 the Police Management Group, hereinafter referred to as the "Recognized Employee Organization" have reached this Memorandum of Understanding pursuant to meeting and conferring in good faith.

2.0 RECOGNITION

2.0.1 EXCLUSIVE REPRESENTATIVE

The Employer hereby acknowledges the Police Management Group as the exclusive representative for certain full time sworn and non-sworn employees in the Covina Police Department holding the classifications listed below, for the purpose of meeting and conferring in good faith regarding wages, hours, and other terms and conditions of employment.

2.0.1.1 SWORN

Police Captain
Police Lieutenant

2.0.1.2 NON-SWORN

Support Services Manager

2.0.1.3 NEW CLASSIFICATIONS

Any other full-time classification(s) created hereinafter by the City of Covina that the City deems appropriate to the Police Management Group.


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2.0.2 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 employee organization because of his exercise of these rights.

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 forty hours in a work week which is from Sunday through the following Saturday).

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 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).


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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, attorneys, physicians, registered nurses, engineers, architects, teachers, and various type of physical, chemical, and biological scientists.

4.0 SCOPE AND PREVAILING RIGHTS

4.0.1 BASIC AGREEMENT

It is the intent and purpose of the Memorandum to assure sound 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 section of this Article.

4.0.2 DISCRIMINATION

In accordance with Federal and State Laws and in conformance with Covina's Equal Opportunity plan, it shall be an unlawful employment practice to discriminate on the basis of Race, Color, Ancestry, Religious Creed, National Origin, Gender, Disability, Medical Condition, Age, Sexual Orientation, or Marital Status. It is further agreed that the Recognized Employee Organization fully supports the City's Equal Opportunity 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 activity on behalf of the Police Management Group.



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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 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


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- 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 and express terms are in conformance with law. As pursuant to the law, all subjects, in relation to wages, hours, and working conditions will continue to be the subject of meet and confer or meet and consult, whichever is applicable.

4.0.4 EMPLOYEE RIGHTS

The rights of employees in the bargaining unit and of the Union are limited to those specifically set forth in this agreement, and the City retains all authority, powers, privileges and rights not specifically limited by the terms of this agreement.

All rights, privileges and working conditions officially recognized and generally enjoyed by the employees represented herein at the time of the signing of this Memorandum of Understanding which are not included in this memorandum shall remain in full force, unchanged and unaffected in any matter during the term of the memorandum unless changed by mutual consent. However, for such prior practices to be applicable they must not be in conflict with the Management Rights section of this Article.

5.0 SAVINGS CLAUSE

5.0.1 STATE AND FEDERAL OBLIGATIONS

This Memorandum shall not in any way interfere with the obligation of the parties hereto to comply with the State and Federal Law or of any rule, legislation, regulation or order issued by such government authority pertaining to the matters covered herein.


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5.0.2 COURT ACTIONS, LEGISLATION

If any provision of this Memorandum or the application of the Memorandum should be rendered or declared invalid by any court action or by reason of legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

5.0.3 BINDING ON THE PARTIES

Except as provided in the above preceding paragraphs, the parties hereto agree that this Memorandum cannot be modified, changed or altered in any way whatsoever except by compliance with Section 3504.5 of the Government Code which requires notice and meeting and conferring prior to implementation of any changes.

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.

By the term "informal" it is understood to refer to such items as person-to-person arrangements unique to an individual situation or circumstance.

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, unless otherwise specified herein.

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.



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7.0 TERM AND RENEWAL OF MEMORANDUM

Upon ratification and execution by the City Council, this Memorandum of Understanding shall become effective on July 1, 2008, for City employees on the active payroll as of July 1, 2008. It shall remain in full force and effect until June 30, 2009.

This Memorandum of Understanding shall automatically be renewed on the same terms and conditions for consecutive one-year periods thereafter unless no earlier than one hundred and twenty (120) days and no later than ninety (90) days prior to the expiration of this agreement, or any extension thereof, either party shall 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

Employees in this unit may be assigned any approved work schedule as determined by the Police Chief.

8.0.1.1 FIVE-FORTY PLAN

The work week for employees appropriate to this unit assigned to a five-forty plan shall consist of five (5) eight (8) hour days within seven (7) consecutive twenty-four (24) hour periods inclusive of rest periods but exclusive of the lunch period which shall not be paid time.

NINE-EIGHTY PLAN

The work period for employees appropriate to this unit assigned to a nine-eighty plan shall consist of eight (8) nine hour days and one (1) eight (8) hour day within fourteen (14) consecutive twenty four (24) hour periods inclusive of rest periods but exclusive of the lunch period which shall not be paid time.


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8.0.1.2 FOUR-TEN PLAN

The work week for employees appropriate to this unit assigned to a four-ten plan shall consist of four (4) ten (10) hour days within seven (7) consecutive twenty-four (24) hour periods, inclusive of rest periods but exclusive of the lunch period which shall not be paid time.

Those employees appropriate to this unit assigned to patrol shall work a four-ten plan which consists of four (4) ten (10) hour days within seven (7) consecutive twenty-four (24) hour periods inclusive of rest periods and lunch period.

9.0 SALARY AND COMPENSATION

9.0.1 SALARY ADJUSTMENT AND RANGES

The authorized base pay salaries for position classifications covered by this Memorandum of Understanding are as follows:

Police Lieutenant

Effective July 1, 2008

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	48.19933	50.61182	53.14213	55.79587	58.58426
Monthly	8,354.55	8,772.72	9,211.30	9,671.28	10,154.61
Annual	100,254.61	105,272.59	110,535.63	116,055.41	121,855.27
	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	52.53727	55.16688	57.92492	60.81750	63.85685
Monthly	9,106.46	9,562.26	10,040.32	10,541.70	11,068.52
Annual	109,277.52	114,747.12	120,483.84	126,500.40	132,822.24


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Effective January 1, 2009

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	50.12730	52.63629	55.26782	58.02771	60.92763
Monthly	8,688.73	9,123.62	9,579.75	10,058.14	10,560.79
Annual	104,264.79	109,483.49	114,957.06	120,697.63	126,729.48

	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	54.63876	57.37356	60.24192	63.25020	66.41112
Monthly	9,470.72	9,944.75	10,441.93	10,963.37	11,511.26
Annual	113,648.62	119,337.00	125,303.19	131,560.42	138,135.13

Police Captain

Effective July 1, 2008

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	54.30910	57.02456	59.87466	62.87064	66.01249
Monthly	9,413.58	9,884.26	10,378.28	10,897.58	11,442.17
Annual	112,962.94	118,611.08	124,539.30	130,770.94	137,305.98

	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	59.19692	62.15677	65.26338	68.52900	71.95362
Monthly	10,260.80	10,773.84	11,312.32	11,878.36	12,471.96
Annual	123,129.60	129,286.08	135,747.84	142,540.32	149,663.52

Effective January 1, 2009

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	56.48147	59.30554	62.26965	65.38547	68.65299
Monthly	9,790.12	10,279.63	10,793.41	11,333.48	11,899.85
Annual	117,481.45	123,355.53	129,520.87	136,001.77	142,798.22

	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	61.56480	64.64304	67.87392	71.27016	74.83176
Monthly	10,671.23	11,204.79	11,764.81	12,353.49	12,970.84
Annual	128,054.78	134,457.52	141,177.75	148,241.93	155,650.06


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Support Services Manager

Effective July 1, 2008

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	36.19508	38.00111	39.90431	41.89896	43.99076
Monthly	6,273.81	6,586.86	6,916.75	7,262.49	7,625.07
Annual	75,285.76	79,042.32	83,000.97	87,149.83	91,500.79

	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	38.72873	40.66119	42.69762	44.83188	47.07012
Monthly	6,712.98	7,047.94	7,400.92	7,770.86	8,158.82
Annual	80,555.76	84,575.28	88,811.04	93,250.32	97,905.84

Effective January 1, 2009

	<i>Prior to PERS Adjustment</i>				
	A	B	C	D	E
Hourly	37.09995	38.95114	40.90192	42.94643	45.09053
Monthly	6,430.66	6,751.53	7,089.67	7,444.05	7,815.69
Annual	77,167.90	81,018.38	85,076.00	89,328.58	93,788.30

	<i>Post PERS Adjustment</i>				
	A	B	C	D	E
Hourly	39.69695	41.67772	43.76506	45.95268	48.24687
Monthly	6,880.80	7,224.14	7,585.94	7,965.13	8,362.79
Annual	82,569.65	86,689.66	91,031.32	95,581.58	100,353.49

Employee contributions to P.E.R.S. shall be paid according to the City's Resolution No. 06-6556, attached hereto as Exhibit A.

9.0.1.1 FINANCIAL CRISIS LANGUAGE

The City honors its commitments and contractual obligations with its employees. In difficult and uncertain economic times, the City appreciates the input and collaborative problem solving efforts of the Police Management Group of Covina. In the event of a financial City crisis, the City shall request that the Police Management Group agree to meet and confer over potential solutions for the remaining term of the agreement. The City agrees to provide the Police Management Group all financial records available to demonstrate its concerns. In


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the event the parties do not meet and confer, or in the event no solution is reached between the parties, the City reserves the right under this M.O.U., 4.0.3 and 19.0, Personnel Rule XVI and Covina Municipal Code 2.36.130 to exercise work force reductions, i.e. layoff and or demotions. However, pursuant to Sections 5.0.3 of this M.O.U., this memorandum cannot be modified except by mutual consent of the parties.

9.0.2 PERFORMANCE INCENTIVE PAY

Effective July 1, 2000, all employees covered by this MOU will be eligible for incentive pay of two percent (2%) of base pay upon obtaining a Master degree in a job related area/field.

9.0.3 ADVANCEMENT THROUGH SALARY RANGE

9.0.3.2 NEW EMPLOYEES

Effective January 1, 1988 and applicable only to those new employees hired on or after January 1, 1988, the City shall amend the salary plan of merit increases as follows:

- Step A - upon initial employment
- Step B - upon six (6) months successful completion of employment at Step A.
- Step C - upon twelve (12) months successful completion of employment at Step B.
- Step D - upon twelve (12) months successful completion of employment at Step C.
- Step E - upon twelve (12) months successful completion of employment at Step D.

9.0.3.3 PROMOTED EMPLOYEES

The preceding section shall apply to current employees covered by this Memorandum of Understanding who are promoted to a higher classification or demoted to a lower classification on or after January 1, 1988.

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9.0.3.4 SALARY UPON PROMOTION

Such promoted employees shall receive an increase in base salary to the greater of "A" step of the salary range in the higher classification unless placement will not result in a base pay, education and performance incentive pay, and assignment pay to base pay, education and performance incentive pay, and assignment pay increase of at least five percent (5%). In such case the employee will be placed in a pay step so as to allow for a five percent (5%) increase, except that the pay step placement limit of the "E" step is the maximum allowed and supersedes the five percent (5%) increase guidelines.

9.0.4 EXTRA WORK PERFORMED OFF HOURS-COMPENSATION

9.0.4.1 ADMINISTRATIVE LEAVE

Effective July 1, 2006, administrative leave is hereby provided to Police Management Group employees in lieu of compensatory time for hours worked, except under specifically outlined circumstances per this MOU.

All Police Lieutenant, Police Captain, and Support Services Manager positions will be advanced fifty-four (54) hours of paid administrative leave as of July 1 of each calendar year. The earning of this administrative leave will be at the rate of four and one-half (4.5) hours per month. An employee terminating prior to a complete calendar year and having utilized leave not yet earned will be subject to a dollar value deduction from his or her final paycheck. Employees may use compensatory time already earned.

The scheduling and use of administrative leave for this group is subject to approval of the Police Chief.

9.0.4.2 HOUR FOR HOUR COMPENSATION

The position classifications covered by this Memorandum of Understanding are FLSA exempt, however, supplemental compensation applies for the following conditions subject to the approval of the Police Chief:



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The conditions and scope controlling the payment of premium time overtime (1.5X) and compensatory time off on an hour for hour basis are as follows:

Police Lieutenant

1. Whenever the City calls in an off-duty officer to direct or supervise departmental activities on a major incident including, but not limited to homicides, disasters, officer involved shootings, internal affairs investigations or other matters of a serious or sensitive nature.
2. Whenever the City requires an officer on patrol watch commander assignment to work a shift to offset another officer's absence.
3. Response to court appearance subpoena relating to City business on off-duty time will be compensated at a minimum of two hours and actual time if appearance exceeds two hours.

Court Standby required during off-duty time and not called out, in regard to a court subpoena relating to City business will be compensated at two hours straight time for both morning and afternoon session.

USE OF COMPENSATORY TIME

Compensatory time accumulation shall be limited to forty hours.

It is understood that compensatory time off in lieu of straight time rate may be given if agreed to by both the City and the affected employee in lieu of payment for the three foregoing allowable overtime situations outlined in the previous section.

The scheduling and use of compensatory time off is subject to the approval of the City Manager or his or her designee.

9.0.4.3 HOLIDAY OVERTIME – SEE “FIXED AND FLOATING HOLIDAYS”



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9.0.5 ACTING APPOINTMENT COMPENSATION

Sworn safety classifications - When a full-time, budgeted position becomes vacant, an employee may be assigned by the Police Chief to work in a higher classification on an acting temporary basis upon the approval of the City Manager. When such employee(s) has completed five (5) consecutive acting workdays in any calendar month, such employee shall be entitled to acting pay beginning on the sixth (6) workday.

The employee shall be paid at a minimum of five percent (5%) above his/her regular base pay, education and performance incentive pay, and assignment pay or at "A" step of the acting position's salary range, whichever is greater.

9.0.6 SPECIAL ASSIGNMENT COMPENSATION

9.0.6.1 LIEUTENANTS ASSIGNED TO NON-PATROL

Special assignment compensation of 5% of base pay shall be granted for a Police Lieutenant assigned to non-patrol.

9.0.6.2 BILINGUAL PAY

Employee classifications appropriate to this unit may receive \$100 per month lump sum payment for possessing the ability to speak and understand a foreign language. The City, in conjunction with a local high school, community college, college or other source, will develop an appropriate examination and certify such employee(s) language abilities.

The City reserves the right, as the needs of the City dictate, to determine appropriate languages, to certify as many employees as it sees fit and to determine from what departments and classifications these employees are selected as best suits the City's needs.



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10.0 HOLIDAYS AND LEAVES OF ABSENCE

10.0.1 FIXED AND FLOATING HOLIDAYS DEFINED

10.0.1.1 HOLIDAYS DEFINED

For the management classifications listed under the "Recognition", section herein, the following thirteen (13) eight (8) hour days shall be established as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
- *3. Lincoln's Birthday*
4. Third Monday in February, (President's Day)
5. Last Monday in May, (Memorial Day)
6. July Fourth, (Independence Day)
7. First Monday of September, (Labor Day)
- *8. Second Monday of October, (Columbus Day)*
9. November 11, (Veteran's Day)
10. Thanksgiving Day
11. Friday following Thanksgiving
12. Christmas Day
13. Every day on which an election is held throughout the State
* SEE "FLOATING HOLIDAYS" BELOW

10.0.1.2 COMPENSATION IN LIEU OF FIXED HOLIDAYS

1. In lieu of fixed holiday, Lieutenants shall be compensated with thirteen (13) hours per month holiday pay at their regular rate of pay. Lieutenants hired or promoted after January 1, 2007, not assigned to patrol, will receive a day off as indicated below for Police Captain and Support Services Manager positions.

2. Employees working a designated holiday shall be compensated at their regular rate of pay.

3. Captains and the Support Services Managers are given a day off with pay for each designated holiday;


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4. When a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on Saturday, the preceding Friday shall be observed in lieu thereof. For Captains and Support Service Managers, when a holiday falls on a scheduled Friday off, an additional eight (8) hours of Floating Holiday time is accrued and must be used within the year as designated below.

10.0.1.3 FLOATING HOLIDAYS

For Captains, Support Service Managers, and Lieutenants hired or promoted after January 1, 2007, and not assigned to patrol, Lincoln's Birthday and Columbus Day, as designated above (*), may be used as floating holidays without restriction as to purpose or incremental use within the calendar year. There shall be no carry over permitted. The floating holidays shall accrue to permanent employees on January 1 of each year, except as noted herein.

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

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.

10.0.1.4 EMPLOYEE REQUIRED TO WORK A HOLIDAY

If a Captain, Support Services Manager, or Lieutenant hired or promoted after January 1, 2007, and not assigned to patrol, is required to work on any of the above holidays, he/she may 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; or he/she may be granted overtime pay.

If such worked holiday is not restored by the conclusion of the calendar year the employee will be paid in lieu thereof at one and one-half (1.5) times their regular hourly pay rate.


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10.0.1.5 ACCRUAL OF FLOATING HOLIDAYS - NEW EMPLOYEES

Effective July 1, 1991 and applicable to all new employees hired on or after July 1, 1991, floating holidays shall accrue to such employees only upon successful completion of six (6) months of continuous employment.

Employees successfully completing six months employment between January 1 and January 31 of a given calendar year shall enjoy the full number of floating holidays enumerated herein for said calendar year.

Employees successfully completing six months employment between February 1 and August 31 of a given calendar year shall enjoy one half the number of floating holidays (hourly equivalent at eight hours per floating holiday) enumerated herein for said calendar year.

Employees successfully completing six months employment between September 1 of a given year and January 31 of the following calendar year shall not enjoy any floating holidays in the given calendar year. These employees, however, will enjoy the full number of floating holidays beginning January 1 of the following year.



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11.0 SICK LEAVE

11.0.1 EARNING AND ACCUMULATION OF SICK LEAVE

**11.0.1.1 EMPLOYEES HIRED OR PROMOTED ON OR AFTER
JANUARY 1, 1988:**

All employees hired or promoted to a position classification covered by this MOU as of January 1, 1988, shall receive twelve (12) eight (8) hour days per year paid sick leave with limited accumulation up to eighty (80), eight (8) hour work days. The earning of such sick leave is prorated at the rate of one (1) eight (8) hour day per complete month worked.

11.0.1.2 EMPLOYEES OF RECORD AS OF DECEMBER 31, 1987:

For those employees hired to a position classification covered by this MOU as of December 31, 1987, and who have accumulated more than eighty (80), eight (8) hour days, the balance will be carried in a reserve account to be depleted whenever the employee utilizes paid sick leave thereafter, until the reserve account sick leave is totally used. No further earned and accumulated paid sick leave shall be added to the reserve account.

11.0.2 PAY OFF OF ACCUMULATED SICK LEAVE

Employees having reached an accumulation above the limit will annually be paid off for up to the overage balance of days over the accumulation limit and not to exceed twelve (12) days at the rate of 50 percent of the dollar value of the time calculated on base salary. Those days paid-off will then be permanently cancelled. The pay-off for such days will be included in the first paycheck of December.


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**11.0.2.1 PAY OFF OF ACCUMULATED SICK LEAVE UPON
TERMINATION OF EMPLOYMENT**

1. Employees hired on or before December 31, 1987:

For those employees covered by this MOU who later terminate prior to their being able to reduce their reserve account to less than the accumulation limit, they shall also be paid-off at the rate of fifty percent (50%) of the dollar value of the time calculated on base salary.

Upon termination of employment, fifty percent (50%) of accumulated sick leave shall be compensated to the employee at his or her base hourly rate of pay unless otherwise provided by state law. For example, an employee with 80 days accumulated would receive 50% of the maximum, or 40 days.

This benefit to be forfeited in any individual case of disciplinary termination.

2. Employees hired on or after January 1, 1988:


Upon termination of employment, fifty (50) percent of accumulated sick leave shall be compensated to the employee at his or her base hourly rate of pay unless otherwise provided by state law. For example, an employee with 80 days accumulated would receive 50 percent of the maximum, or 40 days.

This benefit to be forfeited in any individual case of disciplinary termination.

**11.0.2.2 PAYOFF OF ACCUMULATED SICK LEAVE GRANDFATHER
CLAUSE FOR CURRENT SUPPORT SERVICES MANAGER**

The Support Services Manager on the active City payroll as of 7/1/03, shall be compensated for 55% of his/her accumulated sick leave up to the maximums outlined below. Computation shall be at base rate of pay. Payment shall be for non-disciplinary termination only.

1. Employees of record as of February 29, 1988, upon termination shall be compensated for up to 1600 hours of accumulated sick. Any unused balance of paid sick leave may be applied to the calculation of retirement credit as applicable.


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This section shall also apply to those employees originally hired prior to March 1, 1988 and promoted from bargaining units with no sick leave accumulation limits.

2. Employees hired or promoted from bargaining units with a sick leave cap on or after March 1, 1988, upon termination shall be compensated for up to 960 hours of accumulated sick. Any unused balance of paid sick leave may be applied to the calculation of retirement credit as applicable.

11.0.3 USE OF SICK LEAVE EARNED

11.0.3.1 EMPLOYEE'S NEED:

The employees covered by this Memorandum of Understanding may use this earned sick leave for the following purposes:

1. In case of the employee's necessity and actual sickness or disability.

2. In the case of an employee's need to receive preventive medical or dental examinations or services from a licensed health-care practitioner.

3. On an annual fiscal year basis, an employee can convert one (1) full day, 8, 9, or 10 hours depending on work schedule, per year of sick leave for household or personal emergencies.

11.0.3.2 EMPLOYEE'S FAMILY'S NEED:

Employee may use earned sick leave in the case where he or she is required to be absent to provide temporary assistance in a situation where injuries or illness, sick and non-sick preventative illness appointments with licensed health care professionals for members of the employee's immediate family (father, mother, brother, sister, spouse, children, step-children, grandmother, grandfather), which requires the care and attention of the employee.


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**11.0.3.3 PAYOFF OF ACCUMULATED SICK LEAVE PRIOR TO
TERMINATION**

With written approval of the City Manager, an employee may sell back to the City, accrued sick leave in excess of 200 hours at the rate of fifty percent (50%) of straight time rate of base pay for reimbursement of the cost of tuition for job related coursework, computer purchase or computer training. The City Manager may approve requests subject to the availability of funds and documentation of uses/purchases.

11.0.3.4 FOR DEATH IN FAMILY:

Employee may use up to three (3) days of earned sick leave (on each separate occasion) in the event of death to a member of the employee's immediate family (father, mother, brother, sister, spouse, children, step-children, grandmother, grandfather, mother-in-law, father-in-law). An additional two (2) days paid sick leave may be granted by the Chief of Police if the funeral location is 500 miles or more (one-way) away from the City of Covina.

12.0 VACATION LEAVE

12.0.1 VACATION EARNING RATE

For the employees covered by this MOU who have continuous full-time regular employee status with the City of Covina, they shall be allowed vacation leave upon completion of the specified years of service:

<u>Period of Service</u>	<u>Allowed Vacation Days Per Year</u>
A. Up to 5 years service	15 days (based upon 8 hour day)
B. 5 years completed up to 10 years	22 days (based upon 8 hour day)
C. 10 years completed up to 15 years	25 days (based upon 8 hour day)
D. 15 years completed and thereafter	28 days (based upon 8 hour day)

It is understood that the provision of vacation is incremental on a monthly basis.


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It is understood that in granting an increase in the allowed vacation days per year, after 15 years of service, from 27 to 28 days as of January 1, 1988, that the former special allowance for paid Family Sick Leave is hereby eliminated and is now covered within the basic allowance and use of sick leave under another Article of this MOU.

12.0.2 ACCUMULATION LIMITATION

Accumulation of earned vacation shall be allowed up to an amount equal to twice (2x) the then current annual earning allowance of vacation for the particular employee.

The determination of status as regards an employee staying within the accumulation limit will be made each July 1. The employee will have until the following October 1 to bring his or her accumulated leave to be within the specified accumulation limit.

If the employee fails to utilize earned vacation over this limitation amount, then the result will be as follows:

A. If the failure to use the vacation over the maximum allowed for accumulation was due to the City cancelling or refusing 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 said time at the straight time (1x) value of the time to bring the accumulation level to the specified maximum or otherwise;

B. If written consent of 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 time to bring the accumulation level to the specified maximum. The City Manager may approve payment of all, a portion or none of said overage depending upon available funds and anticipated workload of the individual employee as determined by the City;

C. If the first two conditions have not been satisfied, the accrual of vacation time shall be frozen until sufficient vacation time has been used by the employee to bring the accumulation level below the applicable limit.


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13.0 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.
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 is required to grant up to four months leave of absence in accordance the Family Medical Leave Act and the California Family Rights Act.
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 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.



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13.0.1 FAMILY MEDICAL LEAVE

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

14.0 OTHER EMPLOYEE BENEFITS

14.0.1 HEALTH INSURANCE

During the term of this agreement, the City shall contribute the required minimum contribution, per employee, under PEHMCA, for so long as the City is enrolled in the PERS Health Plan.

New City employees covered under this MOU and hired after January 1, 2007, are required to have health and dental insurance through the City's current plans.

During the term of this agreement, the Group and the City shall explore alternatives to the present medical insurance program in the City's benefit committee. The Group will agree to meet and confer during the term of the MOU as to replacing PEMHCA (PERS Medical) with comparable health insurance.

14.0.2 OPTIONAL BENEFITS

Effective July 1, 2006 the flex benefit shall be increased for all bargaining unit members toward the optional benefits plan as follows:

All Employees who opt out	\$575.00 per month
Employee	\$575.00 per month
Employee + 1	\$625.00 per month
Employee + 2 or more	\$738.00 per month

The employee may receive their amount in cash or may elect to use it for coverage for him/herself or his/her dependents for City approved benefit options, including but not limited to, dental insurance, supplemental life insurance or deferred compensation plan. Any monies received in cash will be considered as taxable income.



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14.0.3 LIFE INSURANCE

The City shall provide a \$50,000 basic life insurance policy for each employee covered by this MOU.

14.0.4 LONG TERM DISABILITY INSURANCE

In recognition of prior agreement to place a ceiling on the accumulation of sick leave, the City agrees to the following:

1. To provide a Long Term Disability Insurance Policy at no cost to the employees covered by this MOU.
2. To provide a policy whose Schedule Amount is sixty-six and two-thirds (66 2/3) percent of basic monthly earnings subject to a maximum monthly benefit paid of six thousand dollars (\$6,000) per month. (Overtime pay, bonuses, and other compensation not received as base wages or salary will not be included as Monthly Earnings).
3. To provide a policy whose Qualifying Period shall be the greater of 90 consecutive calendar days or the length of accumulated sick leave.
4. The City shall have the right to select the LTD insurance carrier and to change carriers as good business practice and economic necessity dictate.

14.0.5 EMPLOYEE RETIREMENT PROVISIONS

14.0.5.1 SWORN EMPLOYEES

Maintain the present contract with Public Employee's Retirement System with the following provisions:

1. One-half Pay Continuance (GC 21629)


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2. 1957 Survivors Benefit
3. 1959 Survivors Benefit
 - A. Employee contributes \$2.00 per month.
 - B. PERS contract to be amended to provide Level III coverage.
4. One year final compensation (single highest year) effective July 1, 1979 (GC Section 20042)
5. 3% @ 50 retirement option, effective July 18, 2000.
6. Credit for unused unpaid sick leave toward retirement credit purposes. (GC 20965)
7. \$600 payment, Retired Death Benefit (GC 21622)
8. Employees covered by this Memorandum of Understanding hired prior to January 1, 1987 shall receive the opportunity to buy Military Service Credit for retirement purposes in accordance with the Government Code, Section 21024.

14.0.5.2 NON-SWORN EMPLOYEES

Maintain the present contract with Public Employee's Retirement System, 2% at age 55 (§21354) with the following provisions:

One-half pay continuance (§21628)

1959 Survivors Benefit (§21573)

Employee Contributes \$2.00 per month

Level III Survivor Benefits. One year final compensation (§20042)

Employees of record on or before February 29, 1988 and covered by this resolution shall receive the opportunity to buy military service credit for retirement purposes (§21024)

Unused sick leave credit (§20965) for those employees hired on or before February 29, 1988.


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Retired Employee Death Benefit of \$600 (§21622)

14.0.6 RETIREE MEDICAL

During the term of this agreement, the City shall contribute the required minimum contribution, per retiree, under PEMCHA, for so long as the City is enrolled in the PERS Health Plan.

Effective July 1, 2003, the City shall contribute \$550 per month per eligible retiree toward optional benefit plan until the beginning of the month the retiree reaches Medicare age. Each eligible retiree may receive this amount in cash or may elect to use it for coverage for him/herself for city-approved benefit options. Upon reaching Medicare age, an eligible retiree shall receive an amount equal to the Medicare Supplemental Part B costs, currently \$58.70 per month.

Eligible retiree means any employee who meets the retirement eligibility standards of the Public Employee's Retirement System (PERS), retires through the PERS system within one week of leaving City of Covina service, retires during the term of this MOU, and is a person who has ten (10) years of cumulative service immediately prior to retirement as a full-time employee with the City of Covina. An employee covered by this MOU and retiring due to job-related disabilities shall be entitled to the same retiree benefits.

Reopener by January 1, 2007, to discuss the elimination of the Supplemental Retiree Benefit for new employees and the establishment of a Retiree Health Savings Plan (RHS) for all new employees.

14.0.7 UNIFORM ALLOWANCE AND MAINTENANCE

14.0.7.1 ELIGIBILITY AND AMOUNTS

Classifications represented by this Memorandum shall receive an annual clothing and maintenance allowance to be administered in accordance with Police Department policy. The amount to be received is as follows:


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1. Effective July 1, 1991, the annual uniform allowance shall be increased to \$550.
2. Effective July 1, 1992, the annual uniform allowance shall be increased to \$600.

14.0.7.2 PAYMENT

Employees shall receive their annual uniform maintenance and cleaning allowance on the first paycheck of August each year.

14.0.8 BIENNIAL PHYSICAL EXAM

The City shall maintain the biennial physical program for certain employees represented under this MOU. Paid physical examinations for all sworn police personnel over thirty-five (35) years of age are authorized by the City.

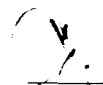
The complete examination includes various laboratory checks, a full blood count (triglycerides and cholesterol), and an EKG. Chest x-rays and EKG with stress will be included upon recommendation of city physician. Subsequently such examination shall be every other year.

Any non-industrially related problems detected by the examining physician must be corrected at the expense of the employee. Additional examinations or follow-ups as a result of any problem or defect discovered, will be at the expense of the employee.

Where there are definite problems, a complete yearly physical examination may be authorized at City expense if recommended in writing by the department head and approved by the City Manager.

14.0.9 AUTO MILEAGE REIMBURSEMENT

When an employee is authorized by his/her supervisor to use his/her private vehicle to perform official City business, the employee will be compensated at the current IRS rate per mile allowance.


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Employees desiring to use their personal vehicles on authorized City business must provide the City's risk management office with evidence of personal automobile insurance coverage in such minimum limits as required by the State of California. Such evidence could include a letter from an employee's insurance agent or company or copy of such insurance policy face sheets identifying name, coverage dates, limits and vehicle's coverage.


Such documents should be filed annually upon the employee's automobile insurance renewal.

14.0.10 SAFETY EQUIPMENT

The City agrees to supply all Police Captains' and Police Lieutenants' safety equipment as required by law.

Following initial issue, all of the following items will be replaced on a "fair wear and tear" basis as determined by the appropriate supervisory evaluating authority of the Covina Police Department.

- Gun
- Holster
- Sam Brown Belt
- Baton
- Handcuffs
- Raincoats
- Rain Boots
- Cap Cover (Rain)
- Handcuff Case
- Baton Holder
- Cartridge Case
- Whistle
- Flashlight
- Ammunition
- Flashlight Batteries
- Flashlight Bulbs
- Body Armor
- OC Spray
- OC Spray Holder
- Riot Helmets, with neck and face protectors
- All other items as specified in the Government Code,
Section 50081.0



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15.0 GRIEVANCE PROCEDURE

Grievances shall be processed according to Rule XVII of the City's Personnel Rules and Regulations, attached hereto as Exhibit A.

No original hire, first time probationary employee shall have the right to use the grievance procedure. Such procedure shall be reserved only for full-time, permanent employees of the City.

The above shall not apply to those who must serve a new probationary period as a result of a promotion in classification.

16.0 PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS ACT

The City hereby recognizes the Public Safety Officers Procedural Bill of Rights Act, codified in Government Code Secs. 3300-3311, relating to procedural rights accorded to public safety officers subject to investigation or discipline.


17.0 PROBATIONARY PERIOD

All employees covered by this MOU, hired by the City on or after January 1, 1988, shall be required to serve a one-year probationary period.

All employees promoted on or after January 1, 1988, shall also be required to serve a one-year probationary period.

**18.0 DISCONTINUANCE OF BONUS POINTS IN THE EXAMINATION
PROCESS**

Effective January 1, 1988, the City has the right to discontinue allowance of the five (5) bonus points added to final examination scores of those employees covered by this MOU.


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19.0 LAYOFF PROCEDURE

Whenever, in the judgment of the City Council, a reduction in work force becomes necessary for any reason, the following steps in implementing layoffs, demotions, or recall shall be followed:

20.0 PROCEDURE

Whenever a position is eliminated or abolished in a classification within the department, layoffs or demotions in lieu of layoffs will be in reverse order of classification seniority:

1. In the event of a tie in classification seniority by two or more employees, the order of seniority for such employees shall be based on departmental seniority.
2. In the event a tie still exists after reviewing departmental seniority, the order of seniority for these employees shall be established by the Police Chief after reviewing these employees' performance evaluations.

21.0 DEMOTION IN LIEU OF LAYOFF

An employee who is to be laid off may elect to be demoted in lieu of layoff to a lower paying classification within the department provided:

1. The employee has served with the Covina Police Department in the position they are being demoted to in lieu of layoff.
2. The employee has the skills and meets the qualifications of the lower paying classification, and
2. The operating requirements of the department are maintained.

Employees demoted in lieu of layoff shall be placed in the seniority list of the lower classification and an employee with the least seniority in such classification shall be laid off or elect to be demoted to a lower paying classification within the department subject to the same provisions contained in paragraphs A and B until the lowest levels of classification and the most junior employee are reached. At such time, employees shall be laid off.


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21.0.1 RECALL

Employees who are laid off or who have displaced others in lieu of layoff will be placed on a recall or re-employment list for two years, during which service time in the previous original position will be maintained but not accrued. The recall or re-employment list or lists may be extended for one (1) additional year by the City Manager or his designee.


If a vacancy or vacancies occur, current employees who have been demoted in lieu of layoff shall be recalled or re-employed to their former positions in order of seniority.

If, after restoring current employee or employees to their previous status, a vacancy or vacancies occur during the life of a recall or re-employment list, employees who have been laid off shall be recalled or re-employed to their former positions in order of seniority provided the employee notifies the department of the employee's intent to return to work within three (3) days of receipt of the written notice of a position opening. It shall be the employee's duty to provide the Personnel office and the department with a current address during the period of layoff. Failure to do so shall nullify the City's duty to recall or re-employ any such person.

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

21.0.2 SENIORITY

As used herein, classification seniority means the total time served in a permanent and probationary status within the classification. Time served in other classifications within the City's competitive service shall not be counted for the purposes of layoff. Classification seniority and City-wide seniority shall be lost in the event of layoff for a period of more than two years, unless the list is extended an additional year by the City Manager or his designee.



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22.0 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:

A. **MEDIATION (OR CONCILIATION)** - means the effort 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.

B. **A DETERMINATION BY THE COUNCIL** - after a hearing on the merits of the dispute.


C. 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.

23.0 NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the


City


Union


**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
POLICE MANAGEMENT GROUP**

Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in activity.

The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operation of the City or its agents by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such employee action.

It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination.

It is understood that in the event this Article is violated, that in addition to any other legal remedies available to it the City shall be entitled, consistent with applicable law, to withdraw any rights privileges, or services provided for in this Agreement or in City rules from any employee and/or the Association.


City


Union

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
POLICE MANAGEMENT GROUP

24.0 SIGNATURES AND EXECUTION

It is the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until the same is determined by the Covina City Council by appropriate City Council action.

The parties hereto have caused this Memorandum of Understanding to be executed this 28th day of November, 2006.

POLICE MANAGEMENT GROUP

CITY OF COVINA

 #45
11-13-08

Pat Buchanan Date
Association Representative

Kevin Stapleton Date
Mayor

 11/13/08
Rachel Leo Date
Association Representative

 11/20/08
Cynthia Kurtz Date
Interim City Manager

Polmgfinal0608

25.0 EXHIBITS


City


Union

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
POLICE MANAGEMENT GROUP**

EXHIBIT "A" - GRIEVANCE PROCEDURE



City



Union

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 1 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 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 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.

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.

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RULE XVIII

RULES OF APPEAL TO PERSONNEL ADVISORY BOARD

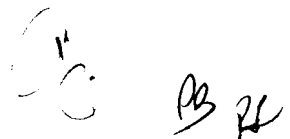
- Section 1. Right of Appeal: Any regular employee in the competitive service shall have the right to appeal to the Personnel Advisory Board any decision or action that results in said employee receiving disciplinary action. Before appealing an action or decision to the Personnel Advisory Board, the employee must exhaust all previous steps included in the Grievance Procedure for Type II grievances (Rule XV, Section 3).
- Section 2. Method of Appeal: Appeals shall be in writing, subscribed by the appellant, and filed with the Employee Relations Officer, who shall, within five (5) working days after receipt of the appeal, inform each member of the Personnel Advisory Board, the appointing power and such other persons or officers named or affected by the appeal of the filing of the appeal. The appeal shall be a written statement, addressed to the Employee Relations Officer, explaining the matter appealing from and setting forth therein a statement of the action desired by the appellant, with his reasons therefor. The formality of a legal pleading is not required.
- Section 3. Notice: Upon the filing of an appeal, the Personnel Advisory Board shall set a date for a hearing on the appeal within thirty (30) days from the date of filing. The Employee Relations Officer shall notify all interested parties of the date, time and place of the hearing at such places as the Personnel Advisory Board shall prescribe.
- Section 4. Subpoenas: Subpoenas for witnesses to appear at any such hearing shall be issued only upon receipt by the Personnel Board or Employee Relations Officer of a written request therefor setting forth the names and addresses of the witnesses desired to be subpoenaed. Subpoenas duces tecum shall be issued only upon receipt by the Personnel Advisory Board or Employee Relations Officer of a written request therefor, accompanied by an affidavit of the applicant in the form supplied by the Personnel Advisory Board or Employee Relations Officer.
- Section 5. Subpoenas-Issuance: Subpoenas and subpoenas duces tecum shall be issued only at the direction of the Personnel Advisory Board or at the direction of the Employee Relations Officer if so Authorized by the Personnel Advisory Board.
- Section 6. Hearings: The appellant shall appear personally, unless physically unable to do so, before the Personnel Advisory Board at the time

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and place of the hearings. The employee may be represented by any person(s) or attorney(s) of their choice and may at the hearing, produce on his/her behalf, relevant oral and/or documentary evidence.

At the commencement of any such hearing, or at any time prior to the commencement thereof, the Personnel Advisory Board may, by the affirmative vote of the majority of its members, specify the order of procedure for any such hearing. Except as thus otherwise directed, the order of procedure for any such public hearing shall be as follows:

- a. The Department Head or officer having the appointing power shall be designated the respondent for the purpose of any such hearing. The respondent shall present testimony or evidence in support of the statement of charges against the employee, or if no such statement of charges was issued, then in support of the facts upon which the suspension, demotion or removal of the employee was based. Such evidence may be presented in the form of oral testimony, written reports, exhibits, affidavits written statements of the witness, personnel records and reports concerning the appellant, and by oral testimony of witnesses, including cross-examination of witnesses. No such written report, exhibit, affidavits written statement, personnel record or report shall be deemed inadmissible if the same was made and kept in the regular course of the business of the department of the appointing power or made in the course of an investigation in connection with any disciplinary action taken with respect to the employee, nor shall any such evidence be deemed inadmissible if it is of the sort upon which responsible persons are accustomed to rely in the conduct of serious affairs.
- b. The employee by or for whom such hearing was requested shall be designated the appellant for the purpose of a public hearing. Upon completion of the respondent's initial presentation, the appellant shall be accorded an opportunity to present testimony in answer to the statement or charges against him/her, or if no statement of charges was issued, then in' contradiction of or in explanation of the facts upon which the suspension, demotion or removal of the employee was based according to respondents evidence. Respondent shall have the right to examine and cross-examine witnesses on all facts material to the issues involved in the hearing.

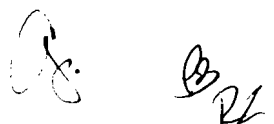
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- c. The respondent and appellant may then offer rebuttal evidence only, unless the Personnel Advisory Board in its discretion permits additional evidence to be presented.
- d. At the conclusion of the hearing, the Personnel Advisory Board may permit argument to be made in the order specified by the Personnel Advisory Board.
- e. The conduct and decorum of the hearing shall be under the control of the Personnel Advisory Board by its Chairman, with due regard to the rights and privileges of the parties appearing before it. Hearings need not be conducted according to technical rules relating to evidence and witnesses except as set forth herein. Hearings shall be open unless the appellant, in writing, requests a closed hearing or if, in the opinion of the Personnel Advisory Board a closed hearing is necessary to secure all facts in the case.
- f. Oral evidence shall be taken only upon oath or affirmation of the witness.
- g. So far as possible, hearings and continuances shall be scheduled and granted to accommodate as many persons directly interested as possible, but nevertheless shall be within the absolute discretion of the Personnel Advisory Board.

Section 7. Findings and Recommendations: The Personnel Advisory Board shall, within ten (10) days after the conclusion of the hearing, certify its findings and decision in writing to the appellant and to the person, officer or body from whose action the appeal was taken and the Employee Relations Officer.


The City Manager shall review the findings and recommendations of the Personnel Advisory Board and may then affirm, revoke or modify the action taken as, in his/her judgment, seems warranted. The action taken by the City Manager shall be final.

Any member of the Personnel Advisory Board may submit a minority or supplemental finding and recommendation. The Personnel Advisory Board shall reinstate any employee to his/her former status if proof is made that the action was for reasons of race, color, gender, age, religion, political affiliation, handicap status, marital status or pregnancy.



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COVINA AND
POLICE MANAGEMENT GROUP**

**EXHIBIT "B" - RESOLUTION FOR IMPLEMENTATION OF INTERNAL
REVENUE CODE 414(h)(2) FOR ALL POLICE MANAGEMENT GROUP
EMPLOYEES**



City



Union

RESOLUTION NO. 06-6556

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, FOR IMPLEMENTATION OF INTERNAL REVENUE CODE 414(h)(2) FOR ALL POLICE MANAGEMENT GROUP EMPLOYEES

WHEREAS, the City of Covina has the authority to implement the provisions of section 414(h)(2) of the Internal Revenue Code (IRC); and

WHEREAS, the Board of Administration of the Public Employees' Retirement System adopted its resolution regarding Section 414(h)(2) IRC on September 18, 1985; and

WHEREAS, the Internal Revenue Service has stated in December 1985, that the implementation of the provisions of Section 414(h)(2) IRC pursuant to the Resolution of the Board of Administration would satisfy the legal requirements of section 414(h)(2) IRC; and

WHEREAS, the City of Covina has determined that even though the implementation of the provisions of section 414(h)(2) IRC is not required by law, the tax benefit offered by section 414(h)(2) IRC should be provided to certain employees who are members of the Public Employees Retirement System:

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That the City of Covina will implement the provisions of section 414(h)(2) Internal Revenue Code by making employee contributions pursuant to California Government Code section 20691 to the Public Employees' Retirement System on behalf of certain employees who are members of the Public Employees' Retirement System. "Employee contributions" shall mean those contributions to the Public Employees' Retirement System, which are deducted from the salary of certain employees and are credited to individual employee's accounts pursuant to California Government Code section 20691.

Section 2. That the contributions made by the City of Covina to the Public Employees' Retirement System, although designated as employee contributions, are being paid by the City of Covina in lieu of contributions by the employees who are members of the Public Employees' Retirement System.

Section 3. That employees shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the City of Covina to the Public Employees' Retirement System.

Section 4. That the City of Covina shall pay to the Public Employees' Retirement System the contributions designated as employee contributions from the same source of funds as used in paying salary.

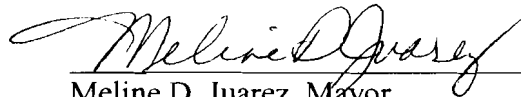
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Section 5. That the amount of the contributions designated as employee contributions and paid by the City of Covina to the Public Employees' Retirement System on behalf of an employee shall be the entire contribution required of the employee by the Public Employees' Retirement Law (California Government Code sections 20000, et seq.).

Section 6. That the contributions designated as employee contributions made by the City of Covina to the Public Employees' Retirement System shall be treated for all purposes, other than taxation, in the same way that contributions are treated by the Public Employees' Retirement System.

PASSED, APPROVED AND ADOPTED this 27th day of November 2006.

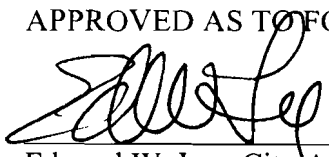
CITY OF COVINA


Meline D. Juarez, Mayor

ATTEST:

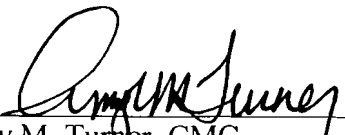

Rosie Fabian, City Clerk

APPROVED AS TO FORM:


Edward W. Lee, City Attorney

I, AMY M. TURNER, CMC, Chief Deputy City Clerk of the City of Covina, hereby CERTIFY that Resolution No. 06-6556 was adopted by the Covina City Council at a regular meeting of the City Council held November 27, 2006, and was approved and passed by the following vote:

AYES: Council Members Chadwick, Delach, Stapleton, Mayor Pro Tem King, Mayor Juarez
NOES: None
ABSTAIN: None
ABSENT: None


Amy M. Turner, CMC
Chief Deputy City Clerk

