



# City of Covina

## Memorandum of Understanding

American Federation of State, County  
and Municipal Employees  
Local 3325  
July 1, 2013 - June 30, 2016

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**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  
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  
Street Maintenance Foreman  
Street Worker  
Water Crew Leader

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Water Foreman  
Water Pump Operator  
Water Worker

**2.0.1.3 TECHNICAL SERIES CLASSIFICATIONS**

Title

Assistant Civil Engineer  
Assistant Planner  
Associate Civil Engineer  
Associate Planner  
Construction Inspector I  
Construction Inspector II  
Deputy Building Official  
Engineering Technician  
General Building Inspector I  
General Building Inspector II  
Library Assistant  
Neighborhood Preservation Officer  
Plan Checker  
Planning Technician  
Printing & Central Services Specialist  
Recreation Coordinator  
Senior Building Inspector  
Senior Librarian

**2.0.2 NEW CLASSIFICATIONS**

Any other full-time classification(s) created hereinafter by the City that are appropriate to AFSCME, Local 3325 unit in one of the three occupational series groups.

**2.0.3 OLD TITLES ELIMINATED**

All other classifications previously used or not herein are hereby eliminated.

**2.0.4 MANAGEMENT CLASSIFICATIONS EXCLUDED**

No member of management, supervisory or confidential staff will be included in this unit.

**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

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

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.

### **2.0.6 UNION DUES**

Within sixty (60) calendar days of initial hire, employees shall be required to pay union dues or agency fee.

## **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 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.

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**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 inactivity 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 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.

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

- k. Determine the 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 the 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 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 by the AFSCME, Local 3325 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**

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

**5.0.1 STATE AND FEDERAL OBLIGATIONS**

This memorandum shall not in any way interfere with the obligation of the parties hereto 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.

**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 legislation, the remaining parts or portions of this Memorandum shall remain in full force and effect.

**5.0.3 BINDING**

Except as provided in the above preceding paragraphs, the parties hereto agree 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.

**5.0.4 PRIVATE VERSUS MUNICIPAL WORK FORCE**

In the event that a private company is engaged to undertake certain functions currently performed by municipal forces, the City agrees to attempt to negotiate in good faith with such private company to hire such displaced employees.

**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, 2013 for appropriate City employees on the active payroll as of the date

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

of ratification by both parties. It shall remain in full force and effect until June 30, 2016. 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**

Effective January 4, 2010, employees assigned to Public Works and to City Hall shall work the alternate workweek schedule of 10 (ten) hours per day for four days per week; all other employees shall continue to work their current workweek schedule. 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**

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.

#### **8.0.2 PUBLIC WORKS HOURS**

All AFSCME covered Street and Water employees except for the Water Consumer Representative will participate in the work schedule as stated in Section 8.0.1. Given the nature of the work regarding the Public Works Department and the budgetary issues the department could face, staff may need to change schedules accordingly. As such, Public Works management reserves the right to change schedules with two (2) week notification or as work requires.

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

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

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.

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 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.

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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 COST OF LIVING ADJUSTMENT**

Effective July 1, 2013, the salaries of all employees represented by AFSCME Local 36 will increase as follows:

July 1, 2013	3%
July 1, 2014	2%
July 1, 2015	3%

**10.0.2 SPECIAL SKILL AND ASSIGNMENT PAY**

**10.0.2.1 BILINGUAL SKILL PAY**

Employee classifications appropriate to this unit to a minimum of two (2) certified will receive \$100.00 a month lump sum for possessing the ability to speak and understand a second language. The City in conjunction with local high school, community college or other mutually agreed upon source(s) will develop and certify such employee(s) language abilities.

The City reserves the right, as the needs of the City dictate, to certify more than two (2) employees and also reserves the right to determine from what departments and classifications these employees are selected as best suits the City's service need.

**10.0.2.2 STENO SKILL PAY**

Unit members employed as an Office Assistant I or II or Secretary who are regularly required by the City to take dictation at a rate of at least eight 80 words per minute net, shall receive an added five (5%) percent applied to their regular pay step. Said differential may be discontinued at any time when such skills are no longer required by the City.

**10.0.2.3 WATER QUALITY INSPECTOR PAY**

A singular assignment of Water Quality Inspector may be assigned to an employee holding the appropriate certification and performing Water Quality Inspection in addition to carrying out their normal duties. Compensation is five (5%) percent above base salary during the term of this assignment.

**10.0.3 PROBATIONARY PERIOD**

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

All employees shall be required to serve a one-year probationary period.

All promoted employees shall be required to serve a one-year probationary period.

### **10.0.4 ADVANCEMENT THROUGH SALARY RANGE**

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

Step A - upon initial employment.

Step B - upon twelve (12) 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.

Step F - after two (2) years at Step E and seven (7) years with the City of Covina and receives a "meets expectations" on the evaluation. Should employee receive anything below "meets expectations," employee will be re-evaluated within 90 days. If employee does not receive a "meets expectations", employee will be re-evaluated one (1) year after initial evaluation.

Criteria for merit advancement through salary ranges shall be governed by the Personnel Rules.

#### **10.0.4.1 PROMOTED EMPLOYEES**

This section shall also apply to current employees who are promoted to a higher classification or demoted to a lower classification on or after the effective date of this M.O.U.

#### **10.0.4.2 SALARY UPON PROMOTION**

Such promoted employees shall receive an increase in base salary to "A" step of the salary range in the higher classification or give percent (5%) greater than base salary, whichever is greater.

#### **10.0.4.3 LONGEVITY PAY**

Effective July 1, 2006, eligible AFSCME covered employees will receive a longevity bonus. Bonuses are paid to the AFSCME covered employee on their anniversary date as the service benchmarks noted below are met. Anniversary dates occurring on or after July 1, 2006 will receive this pay, there is no retroactivity.

10 years = \$1,000

15 years = \$1,500

20 years = \$2,000

25 years = \$2,500

30 years = \$3,000

35 years = \$3,500

40 years = \$4,000

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**10.0.5 STANDBY, CALL BACK AND OVERTIME PAY**

Overtime, eligibility, payment and administration shall be in accordance with the Fair Labor Standards Act as amended.

All employees working overtime shall have received the prior authorization from the department head or the designated supervisor.

**10.0.5.1 STANDBY**

Employees subject to standby shall receive compensation equal to one (1) hour straight time of pay for each eight (8) hour period covered, up to a maximum of sixteen (16) hours covered per day.

All employees working standby must be able to 1) respond to the worksite within thirty (30) minutes of being paged and 2) possess the knowledge and skills necessary to assist emergency situation and take appropriate action.

Mileage to and from the worksite will be reimbursed at the rate of approval by the Internal Revenue Service.

1. Public Works Standby Procedures are as follows:

- a. A standby eligibility list will be established;
- b. A three (3) month standby rotation will be established with a minimum of four (4) volunteers from the standby eligibility list;
- c. If there is a problem-staffing standby, the City and the Union shall meet to discuss implementation of another plan.

2. Water Pump Operator Standby Pay

Water Pump Operators shall receive a (10%) ten percent differential applied to their regular pay step for standby duty effective the first pay period following Council ratification of this agreement.

**10.0.5.2 CALL BACK**

Employees subject to overtime eligibility and payment that are called back for necessary overtime shall receive a minimum of two (2) hours overtime pay. For time keeping purposes this provision becomes effective upon reporting to the work site and terminates at such time that the employee is ordered to cease work and return home.

**10.0.5.3 OVERTIME**

All hours worked in excess of forty (40) hours per work week, as determined by the established FLSA work period, including mandatory night meetings, shall be compensated at the time overtime rate of time and one-half, or if agreed to by both the department head and the City employee, at time and one-half compensatory time off.

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Employees shall not lose the overtime premium (time and one-half) due to the use of sick time, vacation time, CTO or holidays, within the work week.

For employees hired on or after January 1, 2014, overtime will be for "hours worked" only (i.e., working over 40 hours). The use of sick leave, vacation, compensatory time, floating holiday, city holiday or other paid leave time will not count as hours worked.

### **10.0.5.4 COMPENSATORY TIME OFF**

Compensatory time may be accumulated upon prior agreement of the department head or designated supervisor. An employee may accumulate up to sixty (60) hours. There is no stipulation as to when compensatory time must be exhausted.

### **10.0.6 COMPENSATION FOR EMPLOYEES ACTING IN A HIGHER CLASSIFICATION**

When circumstances warrant, an employee may be assigned to work in a higher class on an acting basis upon approval of the City Manager. When an employee has served in the acting position beyond eighty (80) consecutive hours or, if approved by the department director, prior to the consecutive eighty (80) hours, the employee shall be paid at a minimum of five percent (5%) above his/her regular pay or at "A" step of the salary range designated for the higher class of the acting position, whichever is greater, retroactive to the first day served in the acting higher class.

An employee serving less than eighty (80) consecutive working hours in an acting higher class shall not receive increased compensation for the acting class.

### **10.0.7 HOME USE OF THE SCADA SYSTEM**

When a Water Pump Operator employee actually uses the SCADA computer program, without coming to the worksite, the employee shall be compensated at the applicable rate, provided that such compensation shall be in increments of no less than one-half hour.

If the employee is required to return to City facilities to fix water problems, the employee shall be eligible for Call-Back pay. Any verifiable reasonable expenses incurred as a result of using the SCADA system will be reimbursed by the City. Water Pump Operators will maintain a log for their supervisor to review regarding SCADA computer program work duping on-call status.

The Union and the City agree to meet and confer if either party has concerns that grow out of this new procedure.

### **10.0.8 DIRECT DEPOSIT**

Effective July 1, 2013, all new employees must have their payroll check direct deposited into the employee's financial institution of choice. Should financial institution not allow for a direct deposit, the employee will be provided a "hard" check.

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**11.0. FIXED AND FLOATING HOLIDAYS**

For all classifications represented by this unit, the following days shall be established as holidays:

**11.0.1 FIXED HOLIDAYS**

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

**11.0.1.1 FIXED HOLIDAY FALLS ON A WEEKEND**

When the City observes fixed holidays, the employee shall observe the holidays as dictated by the following particular facts:

- 1) When a holiday falls on a scheduled workday, the holiday will be observed on that particular day. (For example, if Labor Day falls on a Monday, then Monday shall be observed at the holiday.) An exception to this provision is set forth below.
- 2) If a holiday falls on a Friday, where the City Hall is regularly closed, or on the Saturday following a Friday during which the City Hall is regularly close, then a floating holiday will be granted to the effected employees. (For example, November 10, 2000 is a date on which City Hall is scheduled for closure. Veteran's Day falls on November 11, 2000, the following Saturday. In such case, a floating holiday will be provided to effected employees.)
- 3) If a holiday falls on a Saturday following a Friday during which City hall is scheduled to be opened, the holiday will be observed on the day prior (Friday), where City hall would otherwise have been opened.
- 4) If a holiday falls on a Sunday, the holiday will be observed on the following Monday.
- 5) The MOU provides for various City departments operating pursuant to a 4/10 or 9/80 schedule. In such cases, effected employee may have a regularly scheduled day off on, for example, a Monday. If a holiday is observed to pursuant to the above rules and regulations on such a Monday, then the employee shall receive a 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**

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If an employee is required to work on any of the above holidays, they he/she may be granted pay at double time or 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. All employees shall receive thirty (30) floating holiday hours. There shall be no carry over permitted.

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 ACCRUAL FOR NEW EMPLOYEES**

Floating holidays shall be pro-rated 2.5 hours per month effective the first of the month after the employee's hire date. As an example, an employee who starts on February 15 will be provided 25 floating holiday hours on March 1. An employee terminating prior to a complete calendar year and having utilized floating holiday leave not yet earned will be subject to a dollar value deduction from his or her final paycheck.

**11.0.2.3 FLOATING HOLIDAYS**

For employees who do not work a Monday through Thursday schedule, when a fixed holiday falls on the employee's normal day off, the employee may elect to take off either the working day before or the working day after the holiday. Employee's choice of day off must be approved by the employee's supervisor at least two (2) weeks prior to the holiday. If time off is not granted, the employee may select another day off that is approved by his/her supervisor or cash out the floating holiday hours to a maximum of 20 hours per calendar year; cash out request must be made on or by December 31. Cash out of hours will be included in employee's normal pay roll immediately following the cash out request; no separate checks will be provided. This section will be on a trial basis for the 2013-14 fiscal year; before April 1, 2014, the City and AFSCME will meet and confer to discuss the status of this new section.

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**11.0.3 SICK, FAMILY SICK AND BEREAVEMENT LEAVE**

**11.0.3.1 SICK LEAVE PROVIDED**

All full time employees shall receive ten (10) work hours per month paid sick leave with an accumulation limit of nine hundred sixty (960) hours. Refer to Rule XI of the Personnel Rules and Regulations of the City of Covina concerning sick leave administration.

**11.0.3.2 USE OF SICK LEAVE DURING FIRST SIX MONTHS OF EMPLOYMENT**

Sick leave allowances accrue during the first six (6) months, but an employee is not permitted to take/use such time until the six months' period is successfully completed (Personnel Rule XI, Section 2).

**11.0.3.3 EXPANDED USE OF SICK LEAVE**

The expanded use of paid sick leave as detailed herein is in recognition of the discontinuation of Personal Necessity leave and will be effective January 1, 1989.

**11.0.3.4 EMPLOYEE USE**

Sick leave shall only be used for non-industrial injuries or illnesses, sick and non-sick preventative illness appointments with licensed health care professionals relating to the personal health of the employee. This applies to both medical and dental needs.

**11.0.3.5 EMPLOYEE'S FAMILY USE**

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 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 nine hundred sixty (960) hours of sick leave. Payoff at termination will be at the rate of one-half of

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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.
3. Per the side letter approved by the City Council on June 4, 2013, any employee hired after December 31, 1987 who is over the sick leave cap as of June 1, 2013 will automatically be cashed out of sick leave hours at 100% to 120 hours below cap (this is a one-time cash out at 100%). Effective July 1, 2013, any employee who exceeds the cap will cease to accrue sick leave hours until employee reduces sick leave hours to below the cap of 960 hours.

**11.0.3.8 SICK LEAVE CASHOUT**

Employees may cash-out up to 50 hours of sick leave at 50% (total of 100 hours deducted) per year; employee to have balance of 160 hours of accrued sick leave after cash-out.

**11.0.3.9 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.

**11.0.3.10 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 even of death to a member of the employee's immediate family. For purposes of this section an employee's 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 significant others. An additional two (2) days leave may be granted by the department head if the funeral location is five hundred (500) miles or more (one way) away from the City of Covina.

**11.0.4 VACATION**

**11.0.4.1 VACATION PROVIDED**

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For all covered employees hired on or before December 31, 2013, the time allowed annually upon completion of the specified year of service shall be:

1-5 Years Complete	104 hours
6-10 Years Complete	144 hours
11-15 Years Complete	168 hours
16 or more years	184 hours

**11.0.4.2 PAY OFF UPON TERMINATION**

Upon termination from the City's service, unused vacation time will be compensated for at the employee's current base hourly rate of pay.

**11.0.4.3 ACCUMULATION**

The accumulation of vacation carry over shall be limited to two (2) times the annual earnings of those employees in the maximum earning category of 16 or more years as allowed under Section 11.0.4.1.

For employees hired on or after January 1, 2014, accumulation will be 1.5 times the annual accrual amount allowed under Section 11.0.4.1.

Per the side letter approved by the City Council on June 4, 2013, any employee hired after December 31, 1988 who is over the vacation cap will be cashed out of vacation time at 100% prior to June 2013. Effective July 1, 2013, the cap for vacation accrual will be in effect. The cash out and vacation cap have been in effect since July 1, 2013.

**11.0.4.4 PAYOFF 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.

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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 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 even should such leave extend beyond on 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 HOLIDAY CLOSURE**

The City reserves the right to close nonessential, non-safety facilities between the Christmas Eve and New Year's 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.

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.

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For 2013, non-safety offices will be closed on Monday, December 23 (non-safety offices will be closed from Friday, December 20, 2013 to Wednesday, January 1, 2014). Non-safety offices will reopen on Thursday, January 2, 2014.

For 2014, non-safety offices will be closed on Monday, December 22 and Tuesday, December 23 (non-safety offices will be closed from Friday, December 19, 2014 to Friday, January 2, 2015). Non-safety offices will reopen on Monday, January 5, 2014.

### **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. EMPLOYEE BENEFITS**

### **12.0.1 HEALTH, DENTAL LIFE, WORKERS' COMPENSATION AND LONG TERM DISABILITY**

#### **12.0.1.1 PERS HEALTH INSURANCE**

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.

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### **12.0.1.2 HEALTH BENEFITS**

Effective December 1, 2013, the City shall contribute \$960 per month per eligible employee for the use of medical, dental, vision or life insurance. For medical, dental and/or vision insurance, the employee must provide coverage for him/herself if insurance coverage is required for a dependent. Any monies remaining after the purchase of said health or life insurance up to \$750 can be put towards deferred compensation or received in cash that will be considered as taxable income.

For employees hired on or after approval of this MOU, the maximum cash back will be \$300, which can be put towards deferred compensation or received in cash that will be considered taxable income.

### **12.0.1.3 LIFE INSURANCE**

Effective January 1, 2010, the City shall provide a one hundred thousand dollar (\$100,000) 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.

During this initial forty-five day period, vacation, sick, earned compensatory time off (CTO) and other leaves shall not be deducted from the absent employee's accruals. Vacation and sick leave shall also continue to accrue during this time. In order for the employee to receive the above pay and benefit continuation, he or she must remit all Workers' Compensation temporary disability check to the City of Covina.

At the end of the aforementioned forty-five day period, and provided that it is available, sick leave shall be used to augment Workers' Compensation benefits so that the employee may receive up to full base salary during the disability. Sick leave shall be charged at a rate proportionate to the percentage of said employee's salary not covered by Workers' Compensation. As long as an employee is utilizing sick leave to insure full base salary, his or her City paid benefit contributions (as provided for herein) shall be continued. At no time shall an employee receive in excess of his or her regular salary and benefits. Furthermore, employees shall not receive merit salary increases nor accrue additional vacation, sick leave, floating holidays or any other leaves after the initial forty-five (45) calendar day period until he or she returns to regular duty. The provision of this Article and Section shall supersede any contrary provisions contained within Article 11.

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Upon depletion of accumulated sick leave, the City shall discontinue all non-health City paid benefits and supplement to Workers' Compensation payments. At this time, the employee is subject to Long Term Disability insurance benefits (claims shall be submitted to the carrier in accordance with said policy).

With regard to the payment of health insurance benefits after depletion of sick leave, the City and employee will continue to contribute the amounts enumerated by MOU towards the available plans. Said contribution shall continue until the earlier of: 1) the date that the employee returns to regular work; 2) the date that the employee is declared permanent and stationary; 3) the date that employee retires; 4) 365 calendar days from the date of the original injury (intermittent periods of disability from work relating to aggravations of the same injury or illness shall be cumulative for the purposes of calculating this 365 day period).

Subject employees may maintain dental insurance at their own cost in accordance with Federal or State Law (COBRA continuation coverage). The subject employee is responsible for coordinating said coverage with the Human Resources Department.

**12.0.1.5 LONG TERM AND SHORT TERM DISABILITY**

The City Shall provide and pay a Long Term Disability Insurance program for employees covered by this M.O.U..

Additionally, the City is considering adding a short term disability for all employees. If added, this new disability program will be available after approval of the M.O.U. Employees will be advised when said program may be implemented.

**12.0.2 RETIREMENT**

The present contract with the California Public Employees Retirement System for "classic" employees will include a retirement plan of 2.5% per year at age 55, including the following:

1. One-half pay continuance (GC Sections 21624, 21626, 21628)
2. 1957 Survivors Benefit
3. 1959 Survivors Benefit
4. One year final compensation (single highest year) per GC Section 20042
5. Purchase of military service as credit for retirement purposes, in accordance with GC Section 21024.
6. 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.
7. 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.

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8. The City has amended its contract with P.E.R.S. to provide \$600 Retired Employee Death Benefit per GC Section 21622.

Effective the first pay period of September 2010, all AFSCME-represented employees will contribute three percent (3%) towards the Employee PERS portion of the eight percent (8%).

Effective July 1, 2013, all "classic" AFSCME-represented employees will contribute one percent (1%) toward the Employee PERS portion of the eight percent (8%) for a total of four percent (4%) contribution.

Effective July 1, 2014, all "classic" AFSCME-represented employees will contribute an additional two percent (2%) toward the Employee PERS portion of the eight percent (8%) for a total of six percent (6%) contribution.

Effective July 1, 2015, all "classic" AFSCME-represented employees will contribute an additional two percent (2%) toward the Employee PERS portion of the eight percent (8%) for a total of eight percent (8%) contribution.

Should the employer PERS rate meet or exceed 23% during the term of this M.O.U., any member of this group not paying into the employer PERS rate will contribute one percent (1%) to the employer PERS rate. As allowed by PERS law, the City will amend its contact with PERS to allow this contribution to be deposited in the employee member's account.

**12.0.2.1 PUBLIC EMPLOYEE PENSION REFORM ACT**

On September 12, 2012, Governor Brown signed into law the Public Employees' Pension Reform Act of 2012 ("PEPRA"). Among other provisions, PEPRA adopts a compulsory formula and mandatory contributions for certain employees that are defined as new members. As applied to the City, the term "New Member" refers to the following employees:

- (1) An employee who becomes a member of CalPERS for the first time on or after January 1, 2013, and who either (a) was not a member of any other public retirement system prior to that date; or (b) was a member of a public retirement system other than CalPERS prior to that date, but is not eligible for reciprocity; or
- (2) An employee who was previously an active member in CalPERS through any employer other than the City and who, after a break in service of more than six months, returns to active membership in CalPERS with the City.

As a result of PEPRA, the City must have two separate tiers of retirement benefits the application of which depends on an employee's status as a new member. CalPERS-eligible employees that were hired before January 1, 2013 and CalPERS-eligible employees hired on or after January 1, 2013 that are not new members, as defined above, are referred to as "classic members."

(A) Classic Members—Refer to Section 12.0.2 above.

(B) New Members—The retirement benefit formula for new members is 2% per year at age 62. Final compensation for the

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purposes of calculating a new member's retirement allowance is equal to the new member's highest average PERS compensation for 36 consecutive months of employment. As of January 1, 2013, the PERSable compensation of new members will be capped at \$133,440 as the City does not pay into Social Security. This amount will be adjusted periodically by CalPERS. In addition, PERSable compensation will be determined in accordance with the definition of "pensionable compensation" set forth in Government Code Section 7522.34 as interpreted by CalPERS.

New members are required to pay a portion of the cost for the 2% per year at age 62 retirement formula. This mandatory member contribution is not a fixed amount. Rather it is determined in accordance with the formula established by PEPRA. The mandatory contribution will be equal to the greater of 50% of the total normal costs attributable to the 2% per year at age 62 benefit plan, as determined by CalPERS, or the current contribution rate of similarly situated employees. The mandatory contribution for new members for the 2013-14 fiscal year is 6.75%. This rate will be subject to adjustment.

**12.0.2.2 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 to use it for coverage for him/herself for city-approved benefit options. Upon 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.

Effective July 1, 2013, new full-time hires will receive the PEMCHA minimum to Medicare age. Current employees will receive the \$472 referenced above.

**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**

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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**

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 shall permit the employee paid leave time from the city department.

### **12.0.3.6 LICENSES AND CERTIFICATES**

Any licenses or certifications which the City requires, including any renewals, shall be paid for by the City up to \$1,000 per fiscal year, including necessary City-paid time. Licenses or certifications which are not required by the City shall be paid for by the City, as has been done, at the reasonable discretion of the City. 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.

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**12.0.4.2 POLICE DEPARTMENT PERSONNEL**

Police Records Clerk 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 1<sup>st</sup> 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 the repair/replacement shall be obtained from the Bureau Commander.

**12.0.4.3 CLOTHING ALLOWANCE FOR INSPECTORS, CODE ENFORCEMENT OFFICERS AND PRINTING AND CENTRAL SERVICES SPECIALIST**

Every July 1, the City will provide one hundred dollars (\$100) for the purchase of jeans for Inspectors and Code Enforcement Officers, and shoes for the Printing and Central Services Specialist.

**12.0.4.4 BOOT ALLOWANCE**

For safety purposes, the City shall require employees in certain classifications to wear suitable and appropriate safety boots appropriate to his/her specific working conditions. Effective July 1, 2013 and every July 1 thereafter, employees in the classifications listed below will have available to them two-hundred and fifty dollars (\$250) towards the purchase of boots and boot related accessories. The City will set up a purchase order (PO) with various vendors located in Covina for the purchase of work boots. Consult with Human Resources for the vendors.

- Building Maintenance Worker
- Code Enforcement Officer
- Construction Inspector II
- Coordinator Building and Code Enforcement
- Equipment Foreman
- Equipment Mechanic Sr
- Equipment Operator
- General Building Inspector II
- Park Foreman
- Park Worker
- Park Worker – Irrigation
- Street Crew Leader
- Street Worker
- Water Consumer Representative
- Water Crew Leader
- Water Foreman
- Water Pump Operator
- Water Worker

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**12.0.5 AUTO MILEAGE REIMBURSEMENT**

When an employee is authorized by the 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.

Employee's 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 vehicles coverage.

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

**13.0. LAY-OFF PROCEDURE**

**13.0.1 SENIORITY**

Seniority for the purpose of lay-off and the establishment of re-employment lists shall be defined as total cumulative time served in permanent and probationary status in the competitive service upon the effective date of the lay-off. Seniority shall be lost in event of resignation, discharge, retirement, or layoff for a period of more than two (2) years.

**13.0.2 ORDER OF LAYOFF**

Lay-off within a classification shall be accomplished in the following order.

1. Temporary Employee
2. Provisional Employee
3. Part-time Employee
4. Probationary Employee
5. Permanent Employee according to procedures set forth below.

**13.0.2.1 A PERMANENT EMPLOYEE WHO HAS NOT COMPLETED THE PROBATIONARY PERIOD IN A PROMOTED CLASS**

Such employee in the affected classification shall be returned to the position such person held prior to promotion. As between two or more probationary employees, the employee promoted last shall be returned to the position previously held.

**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

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

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 possess 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 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.

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**15.0. AGENCY SHOP, UNION SECURITY AND BUSINESS 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 due 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.

Dues withheld by the City shall be transmitted to the officer designated in writing by the employee organization as the person authorized to receive such funds, at the address specified.

All employee organizations who receive dues check-off shall indemnify, defend, and hold the City of Covina harmless against any claims made and against any suit instituted against the City of Covina on account of check-off of employee organization dues. In addition, all such employee organizations shall refund to the City of Covina any amounts paid to it in error upon presentation of supporting evidence.

The dues deduction authorization format will be as follows:

I hereby authorize and direct the Municipal Employee Relations Officer of the City of Covina to make a payroll deduction from my earnings, once each month, for my formally recognized employee organization dues in the amount of \$ \_\_\_\_\_, the same to be paid to the (name of formally recognized employee organization). This authorization may be canceled and the payroll deduction discontinued at any time upon written notice to the Municipal Employee Relations Officer. Authorization for this payroll deduction will expire upon my written notification.

First deduction to be made on the payroll for the payroll period ending (date) \_\_\_\_\_.  
Effective date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature of Employee

**15.0.1 ACCESS TO WORK LOCATIONS**

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

Reasonable access to employee work locations shall be granted officers of the union and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or the Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during work hours. For purposes of this section only rest periods and lunch breaks shall not be considered working hours.

### **15.0.2 USE OF CITY FACILITIES**

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.

### **15.0.3 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

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

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;
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.

### **15.0.4 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 to the Employee Relations Officer/City Manager.

### **15.0.5 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 involved only after the possibility of settlement by direct discussion has been exhausted. The impasse procedures are as follows:

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

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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.

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**18.0. TERM**

The term of this MOU shall be for three (3) years, from July 1, 2013 to June 30, 2016.

**19.0. SIGNATURES**

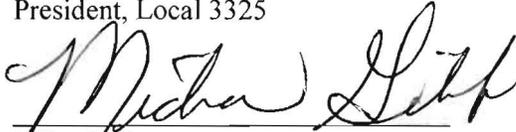
It is the mutual understanding of all parties hereto that this Memorandum of Understanding is of no force or effect whatsoever unless or until the same is determined by the Covina City Council by appropriate City Council Action.

The parties hereto have caused this Memorandum of Understanding to be executed this (5<sup>th</sup>) fifth day of November 2013.

AFSCME LOCAL 3325



Earl Karch  
President, Local 3325



Mike Gibb  
Negotiating

Oscar Luque  
Negotiating Team



Yvette Macias-Franklin  
Negotiating Team



Jaime Munoz  
Negotiating Team

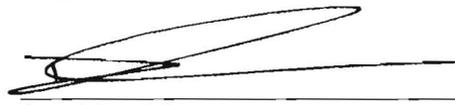


Bob Adams  
AFSCME Union Representative

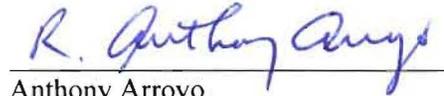
CITY OF COVINA



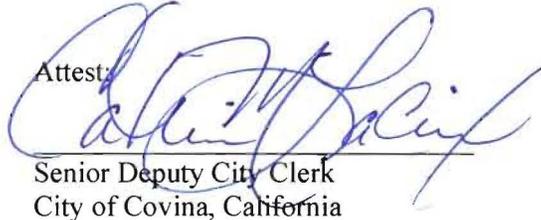
Walter Allen III  
Mayor



Daryl Parrish  
City Manager



Anthony Arroyo  
Human Resources Director

Attest: 

Senior Deputy City Clerk  
City of Covina, California

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**20.0. - EXHIBITS**

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**21.0. 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 step2, 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 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 to 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

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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 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 I Grievance: Any regular employee in the competitive service shall have the right to file a grievance as outlined in Sections 1 – 2. Employees shall

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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.