

RESOLUTION NO. 2026-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE SIDE LETTER OF AGREEMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA FIREFIGHTERS' ASSOCIATION, I.A.F.F., LOCAL 3226

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the City of West Covina ("City") and the West Covina Firefighters' Association, I.A.F.F., Local 3226 ("FFA") are parties to a Memorandum of Understanding (MOU) covering the period of July 1, 2025 through June 30, 2028; and

WHEREAS, the City and FFA have met and conferred regarding modifications to provisions of the MOU relating to holidays and temporary upgrade pay in accordance with the Meyers-Milias-Brown Act (California Government Code § 3500 et seq.); and

WHEREAS, the City and FFA have memorialized their agreement in a Side Letter of Agreement, which is attached hereto as Exhibit "A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the Side Letter of Agreement between the City and FFA, attached hereto as Exhibit "A."

SECTION 2. The City Council authorizes the City Manager to execute the Side Letter of Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 6th day of October, 2026.

Letty Lopez-Viado
Mayor

APPROVED AS TO FORM

ATTEST

Thomas P. Duarte
City Attorney

Lisa Sherrick, CMC
Assistant City Clerk

I, LISA SHERRICK, CMC, ASSISTANT CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2026-100 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 6th day of October 2026, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lisa Sherrick, CMC
Assistant City Clerk

EXHIBIT A

SIDE LETTER OF AGREEMENT

**SIDE LETTER OF AGREEMENT BETWEEN
CITY OF WEST COVINA AND
WEST COVINA FIREFIGHTERS ASSOCIATION, I.A.F.F. LOCAL 3226**

This Side Letter of Agreement ("Agreement") between the City of West Covina ("City") and the West Covina Firefighters Association, I.A.F.F., Local 3226 ("Association"), (collectively, "Parties"), is entered into with respect to the following:

WHEREAS, the Parties are currently subject to a Memorandum of Understanding (MOU) that does not expire until June 30, 2028;

WHEREAS, the Parties have met and conferred and believe that it is in the best interests of both sides to modify two existing provisions set forth in the MOU;

WHEREAS, the following sets forth the Parties' Agreement:

1. The current provision set forth in Article 27, entitled "Holidays", shall be replaced in its entirety with the following:

SECTION 27. HOLIDAYS

The City and Association agree that the following days shall be observed as legal holidays:

- New Year's Day (January 1st)
- Presidents' Day
- Easter
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans Day (November 11th)
- Thanksgiving (4th Thursday in November)
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Unit Members Hired By The City On Or Before December 31, 2012

Unit Members hired by the City on or before December 31, 2012 who are normally required to work on an approved holiday because their positions require scheduled

staffing without regard to holidays shall have the option to be paid Holiday Pay or receive Holiday Leave Credit as follows:

- Holiday Pay = Employees shall receive Holiday Pay of 12 hours per month, regardless of whether the employee works on the observed holiday. Payment will be made on a monthly basis and calculated at straight time for one holiday (12 hours) per month with no specific date designated.
- Holiday Leave Time (compensatory time off) = Employees shall accrue 8 hours of Holiday Leave Credit per month, regardless of whether the employee works on the observed holiday. Holiday Leave Credit must be used by the end of the fiscal year in which it is earned and cannot be rolled over into the next fiscal year. If an employee opts to take a day off using Holiday Leave Credit, it shall be reported as normal earnings.

Employees must make their election between Holiday Pay and Holiday Leave Credit by December 1st of the previous calendar year. See attached Appendix I Holiday Leave Time/Holiday. Pay. Request Form. If an employee terminates prior to the effective date of the observed holiday, the Holiday Pay will be deducted from the final check. The parties agree that the Holiday Pay is special compensation and shall be reported by the City to CalPERS as such, pursuant to Title 2 CCR Section 571.

Unit Members Hired By The City On Or After January 1, 2013

Unit Members hired by the City on or after January 1, 2013 who are normally required to work on an approved holiday because their positions require scheduled staffing without regard to holidays shall earn Holiday Pay regardless of whether the employee works on the holiday. Holidays shall be paid on the basis of one holiday (12 hours) per month, calculated at straight time. The parties agree that the Holiday Pay is special compensation and shall be reported by the City to CalPERS as such, pursuant to Title 2 CCR Sections 571 and 571.1.

2. The current provision set forth in Article 22, entitled "Promotional Lists: Acting Upgrade and Rank for Rank Coverage", shall be replaced in its entirety with the following:

SECTION 22. TEMPORARY UPGRADE PROGRAM

Scheduled promotional exams will be conducted every two years, during spring season, for Fire Captain, Fire Engineer, and Firefighter Paramedic to ensure a continuous list of qualified personnel are available for acting positions as well as promotional opportunities. Fire Captain and Firefighter Paramedic examinations will be held in odd numbered years and Fire Engineer will be held in even-numbered

years. Additional examinations may be scheduled if requested by the personnel officer of the Department in accordance with the city personnel rules.

Acting temporary and rank for rank coverage provisions shall be used only in the event of short-term, temporary absences, e.g., Company Officer training meetings.

Unit Members who are required by their employer to work in an upgraded position/classification of limited duration (alternately referred to as acting temporary pay and rank for rank coverage) shall receive 5% Temporary Upgrade Pay for the duration of the temporary assignment. Employees must perform 100% of the duties of the upgraded position/classification to qualify for Temporary Upgrade Pay. The Parties agree that to the extent permitted by law, Temporary Upgrade Pay is special compensation for "classic member" employees and shall be reported as such pursuant to Title 2 CCR, Section 571.

FOR THE CITY OF WEST COVINA

City Manager

Date

FOR THE WEST COVINA FIREFIGHTERS' ASSOCIATION

President

Date