

# **CORONA POLICE EMPLOYEES ASSOCIATION**

## **MEMORANDUM of UNDERSTANDING**

**July 1, 2018  
through  
June 30, 2021**

---

## TABLE OF CONTENTS

<b>ARTICLE I RECOGNITION:</b> .....	4
<b>ARTICLE II ASSOCIATION ACTIVITIES:</b> .....	4
SECTION 2.1 TIME BANK: .....	4
<b>ARTICLE III BENEFITS:</b> .....	4
SECTION 3.1 BANKING PRIVILEGES: .....	4
SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE .....	4
SECTION 3.3 INSURANCE .....	5
3.3.1 <i>Short-Term Disability Insurance</i> : .....	5
3.3.2 <i>Long-Term Disability Insurance</i> : .....	5
3.3.3 <i>Life Insurance &amp; Accidental Death and Dismemberment</i> : .....	5
3.3.4 <i>Medical Insurance</i> .....	5
3.3.5 <i>Medical Insurance Opt Out</i> .....	8
3.3.6 <i>Retirement Healthcare Savings Account</i> : .....	9
3.3.7 <i>Retiree Medical Insurance</i> .....	9
3.3.8 <i>Retiree Health Alternative</i> .....	10
3.3.9 <i>Retiree Life Insurance</i> : .....	10
3.3.10 <i>Employee Assistance Program (EAP)</i> : .....	10
3.3.11 <i>Medicare Contribution</i> : .....	10
SECTION 3.5 P.E.R.S.: .....	11
3.5.1 <i>CalPERS "Classic" Members</i> : .....	11
3.5.1 <i>CalPERS "New" Members</i> : .....	11
SECTION 3.6 TUITION REIMBURSEMENT: .....	12
3.6.1 <i>Pre-Approval</i> : .....	12
3.6.2 <i>Reimbursable Costs</i> : .....	12
3.6.3 <i>Administration</i> : .....	14
3.6.4 <i>Procedure</i> : .....	12
SECTION 3.7 UNIFORM ALLOWANCE: .....	13
SECTION 3.8 SPECIAL PROVISIONS: .....	14
3.8.1 <i>Take Home Vehicles</i> : .....	14
SECTION 3.9 DEFERRED COMPENSATION: .....	14
<b>ARTICLE IV EXTENSION OF PROBATION PERIOD:</b> .....	15
<b>ARTICLE V HOLIDAYS:</b> .....	15
<b>ARTICLE VI LEAVES:</b> .....	16
SECTION 6.1 ANNUAL LEAVE - DEFINITION: .....	16
6.1.1 <i>Accrual of Annual Leave Hours</i> : .....	16
6.1.2 <i>Hours Accumulated During Leave</i> : .....	16
6.1.3 <i>Annual Leave During the First Year</i> : .....	17
6.1.4 <i>Unpaid Leave</i> : .....	17
6.1.5 <i>Maximum Accumulation</i> : .....	17
6.1.6 <i>Annual Leave Usage</i> : .....	17
6.1.7 <i>Annual Leave - Workers' Compensation</i> : .....	17
6.1.8 <i>Separation</i> : .....	18
6.1.9 <i>Pay in Lieu of Annual Leave (Buy-Back)</i> : .....	18
6.1.10 <i>Annual Leave Accrual Rates for Holidays</i> : .....	19

---

SECTION 6.2 FROZEN SICK LEAVE (FORMER SICK LEAVE ACCOUNTS): .....	19
6.2.1 <i>Frozen Sick Leave – Definition:</i> .....	19
6.2.2 <i>Use of Frozen Sick Leave Hours:</i> .....	19
6.2.3 <i>Frozen Sick Leave - Leave Donation:</i> .....	19
6.2.4 <i>Frozen Sick Leave at Retirement:</i> .....	19
SECTION 6.3 FAMILY MEDICAL LEAVE ACT: .....	20
<b>ARTICLE VII NO SMOKING POLICY:</b> .....	20
<b>ARTICLE VIII NO STRIKE CLAUSE:</b> .....	20
<b>ARTICLE IX OVERTIME:</b> .....	20
SECTION 9.1 TIME AND ONE-HALF AND DOUBLE TIME: .....	20
SECTION 9.2 "COMPENSATORY TIME": .....	20
<b>ARTICLE X SALARY:</b> .....	21
SECTION 10.1 BASE RATE SCHEDULE: .....	21
SECTION 10.2 COMPARABLE CITIES/BENCHMARK: .....	21
SECTION 10.3 PROMOTIONS: .....	22
SECTION 10.4 POLICE OFFICER I TO POLICE OFFICER II PROMOTIONS: .....	22
<b>ARTICLE XI SPECIAL COMPENSATION:</b> .....	22
SECTION 11.1 HAZARD AND ASSIGNMENT PAY: .....	22
SECTION 11.2 COURT ASSIGNMENT: .....	23
SECTION 11.3 LONGEVITY PAY: .....	23
SECTION 11.4 MARKSMANSHIP PROFICIENCY: .....	24
SECTION 11.5 P.O.S.T. CERTIFICATE PAY: .....	24
SECTION 11.6 SPANISH LANGUAGE PAY: .....	24
<b>ARTICLE XII WORK SCHEDULE:</b> .....	24
SECTION 12.1 COMPRESSED WORK WEEK SCHEDULE: .....	24
<b>ARTICLE XIII NOTICE REGARDING LAYOFFS:</b> .....	25
<b>ARTICLE XIV PRIOR AND EXISTING CONDITIONS:</b> .....	25
<b>ARTICLE XV BEGINNING OF NEGOTIATIONS:</b> .....	26
<b>ARTICLE XVI AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":</b> .....	26
<b>ARTICLE XVII MANAGEMENT RIGHTS:</b> .....	26
<b>SIGNATURES:</b> .....	27

---

## **ARTICLE I RECOGNITION:**

WHEREAS, the City of Corona, California, represented by its Management negotiators (hereinafter referred to as City), and the Corona Police Employees Association, a recognized non-supervisory unit, represented by themselves (hereinafter referred to as CPEA), have met and conferred in good faith regarding those matters provided for in Section 3500 et. Seq. of the California Government Code; and

WHEREAS, the City and CPEA, as a result of meetings and discussions, have reached an understanding concerning certain of said matters and have prepared a written memorandum of understanding (MOU) for submission to the City Council of the City of Corona for its determination.

The CPEA members and the City agree to enter into this MOU effective October 17, 2018. In the event agreement is not made for a new MOU prior to June 30, 2021, the provisions of this MOU shall remain in force until the successor MOU is approved.

NOW, THEREFORE, THE CITY AND CPEA jointly submit the following:

## **ARTICLE II ASSOCIATION ACTIVITIES:**

### **SECTION 2.1 TIME BANK:**

The City agrees to establish a "Time Bank" for use by members of the CPEA for the purposes and subject to the restrictions provided herein. Association members shall contribute a total of three (3) hours of annual leave one time a year on or about the first pay period in August. The Time Bank is for use by members of CPEA to attend seminars, classes, and conferences related to the meet-and-confer-process. Additionally, any member of the Association may receive time off for the welfare of officers, community service, and any lawful activity of the Association with pay drawn from the Time Bank, provided that said employee first gains approval for said use from the Association, and subject to the approval of the Chief of Police consistent with the operational needs of the police department. Access to the Time Bank shall be determined by CPEA's Board of Directors.

## **ARTICLE III BENEFITS:**

### **SECTION 3.1 BANKING PRIVILEGES:**

The City shall provide through its contracted bank free money orders, cashier's checks, traveler's checks or standard-size safe deposit box (1 per employee) for employees hired before October 1, 1987.

### **SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE:**

Active employees who are members of the CPEA ("Member") may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("Cafeteria Plan"). The Member shall have the opportunity to make an election as to which benefits to purchase during Open Enrollment for the upcoming plan year.

Upon the conclusion of the Open Enrollment period, the Member's election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

---

### SECTION 3.3 INSURANCE:

**Discretionary Authority:** For the items in this Section 3.3, it should be noted that, in making any benefits determination under the policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

#### 3.3.1 *Short-Term Disability Insurance:*

The City shall provide a short-term disability insurance plan to each association member, who for reasons of their own medical disability commences an authorized leave of absences. This insurance plan shall contain the following provisions:

- Benefit level shall be 55% of basic monthly earnings less other income benefits. 7 day benefit waiting period.
- Monthly maximum benefit of \$10,000.
- 90 day benefit period.
- Ability to utilize annual leave or frozen sick leave to supplement disability payments.

#### 3.3.2 *Long-Term Disability Insurance:*

The City shall provide Long-Term Disability Insurance benefits in accordance with the California Law Enforcement Association Group Long Term Disability Insurance Plan A (hereinafter Plan A). The specific details, benefits and plan documents are on file in the City's Human Resources Division.

It is anticipated that the City's premium cost for providing Plan A to the CPEA Members will be less than the City's premium cost for providing Long-Term Disability Insurance for all other City employees. If, in future years, the City's pro-rata premium cost for providing Plan A to the CPEA Members is less than the pro-rata premium cost of providing Long-Term Disability insurance to all other City employees, the actual savings will be distributed to CPEA members pro-rata in a lump sum payment, less applicable deductions in the final pay period of each applicable year. Said payment shall be calculated by dividing the actual number of employees in the CPEA in the last pay period into the actual savings in premium cost realized by the City as a result of providing Plan A instead of the Long-Term Disability Insurance that is provided to all other City employees.

#### 3.3.3 *Life Insurance & Accidental Death and Dismemberment:*

The City shall provide Life and Accidental Death and Dismemberment insurance coverage for Unit members equal to five and one-half times the member's annual base pay to a maximum of \$750,000.00.

#### 3.3.4 *Medical Insurance:*

(A) **Tier I Employees:** The City agrees to provide a monthly medical insurance allowance ("**Medical Allowance**") to Members hired prior to January 1, 2000 ("**Tier I Employee**") to be used for the purpose of purchasing mandatory health coverage offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("**PEMHCA**") for the Member and his or her eligible dependents. Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule ("**Base Contribution Rate**"), plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

- (1) \$601.42 per month for Members electing Employee only coverage;
- (2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

(B) **Tier II Employees**: The City agrees to provide a Medical Allowance to Members hired on or after January 1, 2000 ("**Tier II Employee**") to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

- (1) \$601.42 per month for Members electing Employee only coverage;
- (2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan.

Subject to the limitations set forth below, the excess of the Medical Allowance remaining after purchase of mandatory health coverage under PEMHCA ("**Medical Difference**"), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be \$950 per month. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

(C) **Tier III Employees**. The City agrees to provide a Medical Allowance to Members hired on or after October 13, 2007 and to Members hired on or after January 1, 2013 who qualify for the designation of a Classic CalPERS member ("**Tier III Employee**") to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of:

(1) For Members hired on or after October 13, 2007, but before January 1, 2013 the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

- (a) \$601.42 per month for Members electing Employee only coverage;
- (b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
- (c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that

costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

(2) For Members hired on or after January 1, 2013 who qualify for the designation of a Classic CalPERS member, the Medical Allowance shall consist of:

- (a) Before the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.
- (b) From and after the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:
  - (i) \$601.42 per month for Members electing Employee only coverage;
  - (ii) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
  - (iii) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

As used herein, "Fifth Reciprocal Benefit Year" shall mean the calendar year during which a Member completes either: (1) five (5) full years of employment as a full-time sworn peace officer with the City; or (2) five (5) full years of combined employment as a full-time sworn peace officer with the City and one or more other organizations. By way of example, if a Member has not previously worked as a sworn peace officer for another organization and is first hired by the City as a full-time sworn peace officer in July of 2013, the Member's Fifth Reciprocal Benefit Year would be calendar year 2018 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in 3.3.4(C)(2)(b) above when the City's open enrollment occurs in 2017 for calendar year 2018. Members with combined employment with another agency shall receive a full month's credit for each month, or portion thereof, worked as a sworn peace officer for the other agency. By way of additional example, therefore, if a Member has previously worked thirteen (13) months as a sworn peace officer for another organization and is first hired by the City as a full-time sworn peace officer in July of 2013, the Member's Fifth Reciprocal Benefit Year would be calendar year 2017 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in 3.3.4(C)(2)(b) above when the City's open enrollment occurs in 2016 for calendar year 2017. In order to get credit for employment with another organization, on or before the Member's initial employment date with the City, the Member must provide verifiable written work history as a full-time sworn peace officer in a previous organization

(D) **Tier IV Employees**: The City agrees to provide a Medical Allowance to Members hired on or after January 1, 2013 who do not qualify for the designation of a Classic CalPERS member (**"Tier IV Employee"**) to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following:

- (1) Before the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.
- (2) From and after the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:
  - (a) \$601.42 per month for Members electing Employee only coverage;
  - (b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
  - (c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

As used herein, "Fifth Benefit Year" shall mean the calendar year during which a Member completes five (5) full years of employment as a full-time sworn peace officer with the City. By way of example, if a Member is first hired by the City as a full-time sworn peace officer in July of 2013, the Member's Fifth Benefit Year would be calendar year 2018 (assuming continuous employment). Accordingly, the Member would be eligible to utilize the Medical Allowance calculated in 3.3.4(D)(2) above when the City's open enrollment occurs in 2017 for calendar year 2018.

### 3.3.5 *Medical Insurance Opt Out:*

Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable), a Member may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule, which shall be effective beginning the first full pay period following October 17, 2018:

- (a) \$1,000.00 for Employee + 2 or more dependents
- (b) \$750.00 for Employee + 1 dependent
- (c) \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the Member is enrolled. Said amount may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. In order to qualify for this election, the Member must meet all of the following requirements:

1. Provide satisfactory written proof of health insurance coverage for the Member and the Member's eligible dependents, if any;
2. Sign a waiver of City offered health insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered health insurance coverage; and
3. Sign a statement acknowledging that the Member and the Member's eligible dependents will not be allowed to re-enroll in the health insurance coverage offered by the City until the next open enrollment period, and that re-enrollment will be subject to all conditions imposed by the insurance provider at the time of re-enrollment. However, in the event of a HIPAA or COBRA "qualifying event" such Member would be allowed to re-enroll in health insurance effective the beginning of the following month without having to wait for the next open enrollment period.

If a member who is currently Opting Out fails to make an election for Opt Out during Open Enrollment, the employee will be enrolled in a health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

### *3.3.6 Retirement Healthcare Savings Account:*

**Tier II, III and Tier IV Employees:** Employees hired on or after October 13, 2007, shall receive \$5,000 annually, paid at \$1,250 per quarter, deposited into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit. The City and CPEA agree to meet and confer in good faith to negotiate a side letter or other agreement to eliminate the \$5,000 contribution to a Retirement Healthcare Savings Account set forth in this section and to instead provide for the same contribution to the PORAC Retiree Medical Trust on behalf of each Tier II, III or IV employee.

### *3.3.7 Retiree Medical Insurance:*

(A) **Tier I Retirees:** The City agrees to provide a monthly medical insurance premium payment ("**Premium Payment**") to Members hired prior to January 1, 2000, who retire from the City of Corona under the CalPERS system ("**Tier I Retiree**") for the purpose of purchasing health coverage under PEMHCA for the Tier I Retiree and his or her eligible dependents. The Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS, and (2) a reimbursement to the Tier I Retiree of the monthly premium for the medical insurance plan actually paid by the Tier I Retiree ("**Reimbursement**"). The Reimbursement shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2006 shall only be entitled to a Premium Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate) and the Medicare reimbursement. If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

The City affirms the Tier 1 Lifetime Health Benefit by implementing an employee and retiree medical insurance premium contributions agreement to provide a mechanism that provides additional assurance that Tier 1 lifetime health benefits will not be revoked or negotiated away

by future members of management, City Councils, and or union representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Retiree. The inclusion of this vesting language is to comply with the United States Supreme Court's decision in *M&G Polymers v. Tackett*, (2015) 135 S.Ct. 926, requiring the intent to vest a benefit be explicitly set forth.

(B) **Tier II, III, and IV Retirees:** Members hired on or after January 1, 2000, who retire from the City of Corona under the CALPERS system ("Tier II, III, IV Retiree"), shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City of Corona to CalPERS in the amount equal to the Base Contribution Rate only. Tier II, III and IV Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of said Base Contribution Rate. The City will not reimburse Tier II, III and IV Retirees for premiums paid to Social Security for health insurance through Medicare.

### **3.3.8 *Retiree Health Alternative:***

In lieu of receiving the Premium Payment, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code. To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution. Tier I Retirees needing to re-enroll as a result of a COBRA or HIPPA "qualifying event" may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA "qualifying event" may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health plan. Tier II, III, IV Retirees shall not be eligible for this alternative.

### **3.3.9 *Retiree Life Insurance:***

The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all members who retire from the City of Corona. This Life Insurance Policy shall remain in force until the retiree reaches the age of 70.

### **3.3.10 *Employee Assistance Program (EAP):***

The City will provide an Employee Assistance Program to all employees free of charge. This counseling service will provide immediate 24-hour assistance in crisis situations, as well as counseling and referral services for employees and immediate family members who are experiencing personal, marriage, family, work, substance abuse, or financial problems.

The City will provide members and their dependents an additional enhanced Employee Assistance Program through The Counseling Team. This service will cover a wide range of mental health and substance abuse care, from individual counseling to comprehensive and group therapy.

### **3.3.11 *Medicare Contribution:***

The City agrees to pay the employee's portion of the mandatory Medicare contribution of 1.45% for all those CPE employees hired after January 1, 1986.

**FIRST-TIER EMPLOYEES:** In addition, the City will reimburse First-Tier Employees for yearly Medicare premiums once a retiree and spouse enroll in Medicare at age 65.

## SECTION 3.5 P.E.R.S.:

### 3.5.1 CalPERS "Classic" Members:

An employee shall be considered a "Classic" member of CalPERS if the employee does not meet the definition of "New" Member, as defined in Section 3.5.2. "Classic" members of CalPERS shall pay both of the following: (1) the nine percent (9%) normal member CalPERS contribution; and (2) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

The City has contracted with PERS to provide the following benefits to "Classic" members of CalPERS as follows:

- |                                     |                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| § 20042                             | "Final compensation"—One Year—Local Member (Determined by "Highest Single Year of Service");                                                                                                                                                                                                                                                                                                        |
| §20636(c)(4)                        | Special reporting of Employer Paid Member Contributions (Until October 18, 2013; thereafter this benefit shall terminate as noted in Section 3.5.1 above, and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU); |
| § 21362                             | 3% at Age 50 Benefit Formula—Local Safety Member                                                                                                                                                                                                                                                                                                                                                    |
| § 21548                             | Pre-Retirement Option 2W Death Benefit                                                                                                                                                                                                                                                                                                                                                              |
| § 21573                             | 1959 Survivor Allowance—Third Level);                                                                                                                                                                                                                                                                                                                                                               |
| § 22892                             | Employer Contribution (Government Code Medical Contribution for Retirees); and                                                                                                                                                                                                                                                                                                                      |
| § 21624, 21626, 21626.5, and 21628: | Post-Retirement Survivor Allowance—Specified State or Local Members.                                                                                                                                                                                                                                                                                                                                |

### 3.5.2 CalPERS "New" Members:

An employee shall be considered a "New" member of CalPERS if the employee: (1) is hired by the City on or after January 1, 2013 and has never been a member of any public retirement system; or (2) is hired by the City on or after January 1, 2013 and was a member of another public retirement system prior to January 1, 2013 that was not subject to reciprocity; or (3) is hired by the City on or after January 1, 2013 and was a member of CalPERS prior to January 1, 2013 but had a break in service in excess of six months.

Formula for CalPERS New Members: 2.7% at age 57 CalPERS Benefit Formula – Local Safety Members.

Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the normal cost of the 2.7 percent at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent

---

of the total normal costs attributable to the 2.7 percent at 57 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform CalPERS New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the employee's paycheck.

Pensionable Compensation Limit: As established and adjusted by CalPERS on an annual basis.

Final Compensation Formula: Final Compensation will be determined using the highest three (3) year average of pensionable compensation.

1. Pre-Retirement Option 2W Death Benefit
2. 1959 Survivor Allowance – Third Level
3. 21624, 21626, 21626.5 and 21628: Post-Retirement Survivor Allowance-Specified State or Local Members.
4. 22892: Employer Contribution (Government Code Medical Contribution for Retirees).

### SECTION 3.6 TUITION REIMBURSEMENT:

The City of Corona recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. The City has adopted a plan to provide financial reimbursement for tuition and textbooks for job-related college courses. It is a plan wherein the City participates with the employee in financing specific job-related courses leading to an appropriate degree or certificate. Employees are to use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Section 3.6, for education plans approved in writing by the City after October 17, 2018, the City shall reimburse Members for the costs described in Section 3.6.2 up to a maximum amount of \$2,500 per employee per fiscal year ("Fiscal Year Maximum") and a lifetime maximum amount of \$10,000 per employee ("Lifetime Maximum"). For education plans approved in writing by the City on or before October 17, 2018, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

#### *3.6.1 Pre-Approval:*

CPEA members must apply for and receive written approval from their supervisor and Human Resources prior to enrolling in classes at an approved accredited educational institution with full accreditation status granted by an institutional or specialized accrediting body recognized by the U.S. Department of Education or the Council for Higher Education Accreditation.

#### *3.6.2 Reimbursable Costs:*

The costs eligible for reimbursement are limited to tuition and books. The time invested in the pursuit of education is the employee's responsibility and the City shall not be responsible for any compensation or reimbursement not delineated in this policy.

#### *3.6.3 Administration:*

This policy will be administered by the Human Resources Department. An employee who voluntarily leaves employment with the City of Corona within one year of receiving reimbursement under this policy shall be required to repay the city for all amounts received for Tuition Reimbursement during the 12 months preceding the employee's termination date.

---

3.6.4 *Procedure:*

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request will be submitted through the employee's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final.)
2. Only those employees currently employed will be reimbursed under this policy.
3. Subject to the Fiscal Year Maximum and the Lifetime Maximum, The City will reimburse eligible employees for completion of job related formal education leading to a job-related degree or certificate at a rate equivalent to the California State University fee schedule for tuition. The cost of required textbooks will be reimbursed, subject to the Fiscal Year Maximum and the Lifetime Maximum.
4. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to: grants, scholarships, and veteran's educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.
5. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical following receipt of the request in the Finance Department.
6. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
7. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

**SECTION 3.7 UNIFORM ALLOWANCE:**

(A) The City will pay members a quarterly Uniform Allowance of \$860.00. Employees must have worked at least one day during the quarter in which Uniform Allowance is paid and must be on the City payroll (or Annual Leave or Administrative Leave or Workers' Compensation status) on the day Uniform Allowance is paid in order to receive this benefit. If an employee is on a personal or medical leave of absence that is non-industrial for the entire quarter and does not work during that quarter, the benefit will not be received. Employees who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a prorated payment.

(B) The City will reimburse members for the cost of a ballistic safety vest up to \$1,150.00 every five (5) years. Members due a vest replacement will be notified by the Personnel and Training division that they are due for replacement. Members will be given the option of being given a voucher or being reimbursed by receipt for a replacement vest which meets department protection standards. The department will maintain a list of manufacturers providing the appropriate level vest

in the established price range. Any upgrade beyond the approved amount will be the financial responsibility of the member.

### SECTION 3.8 SPECIAL PROVISIONS:

The City will provide the surviving family members of any Corona Police Officer killed in the line of duty the costs of travel and lodging for attendance at the State Peace Officer Memorial and National Peace Officer Memorial when honored.

The City will provide the family of a retired officer of the Corona Police Department a six-member honor guard, chosen by the CPEA Board of Directors, and a department vehicle to attend the funeral and/or memorial service of said retired member. Use of department vehicle is limited to services in Southern California.

#### 3.8.1 *Take Home Vehicles:*

Members in the following classifications shall be allowed to take a City vehicle home under this provision:

- Motor Officer
- Accident Investigator
- Commercial Officer
- Traffic Corporal
- Detective
- School Resource Officer
- Canine Officer
- An Officer or Corporal assigned to a Task Force

The vehicle is assigned to the member in the particular classification and not to the individual. Therefore, when a member separates from that classification, access to a take-home vehicle will cease.

The Chief of Police may determine that individuals, or additional classifications not listed above, can have access to take-home vehicles without gaining a property interest. Use of those vehicles is solely at the discretion of the Chief of Police.

Department members authorized to take home vehicles must adhere to the guidelines detailed in Corona Police Policy Manual Section 704 (specifically 704.7) and Section 706, Vehicle Use and Maintenance.

### SECTION 3.9 DEFERRED COMPENSATION:

Members may take out loans against their Deferred Compensation account subject to the following terms and conditions:

- (A) Loans shall be made pursuant to a written, enforceable loan agreement.
- (B) Loans shall be available for all purposes. Loans shall not exceed the lesser of (i) \$50,000, or (ii) the greater of 1/2 of the employee's account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.
- (C) Employees may receive one loan per calendar year and may have only one outstanding loan at a time.
- (D) Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.

MEMORANDUM OF UNDERSTANDING

CORONA POLICE EMPLOYEES ASSOCIATION

October 17, 2018

Page | 15

---

- (E) Loans shall be made at a reasonable interest rate.
- (F) Employees shall repay loans directly to the employee's deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.
- (G) If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

Arrangements for such loans must be initiated by the employee and made directly with their deferred compensation provider.

## **ARTICLE IV EXTENSION OF PROBATION PERIOD:**

The City agrees to modify its one-year probation for members who are on leave without pay during this period. Per Municipal Code Section 2.40.080, the probationary period shall be extended for the number of days that a member is on approved unpaid leave of absence or unable to work due to an on-the-job injury.

Per Municipal Code Section 2.40.080, a six (6) month extension to the probationary period may be granted to an employee at the discretion of the Chief of Police and the Human Resources Department.

## **ARTICLE V HOLIDAYS:**

Holidays are established and shall be observed by all officers and employees of the City of Corona as follows:

1. January 1<sup>st</sup>, New Year's Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4<sup>th</sup>, Independence Day
6. First Monday in September, Labor Day
7. November 11<sup>th</sup>, Veterans Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday immediately after Thanksgiving Day
10. December 24<sup>th</sup>, Christmas Eve
11. December 25<sup>th</sup>, Christmas Day
12. December 31<sup>st</sup>, New Year's Eve
13. Every day appointed by the President, Governor or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the State.

If a holiday falls on a Sunday, the Monday following is observed. If a holiday falls on a Saturday, the preceding Friday is observed.

The City will account for holiday usage in accordance with the following:

A holiday, for pay purposes, is defined to begin at 12:00 am on the day of the holiday and end at 11:59 pm on that same day, and shall be calculated using the actual hours worked on that holiday. If a holiday falls on a regularly scheduled day off, the amount of time will be considered accumulated Annual Leave, to a maximum of ten (10) hours for any one holiday, depending on the employee's normal work schedule, to be used in accordance with the City's Annual Leave policy.

If a Member's regularly scheduled work shift begins on one of the designated holidays listed below, the Member shall be paid time and one-half (1.5) for the hours worked on that entire shift. If a Member's regularly scheduled work shift begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid time and one-half (1.5) only for the hours worked on that holiday. If a Member is not regularly scheduled to work, but is called in, agrees to work for another Member, or is held over or otherwise ordered to work a shift that begins on one of the designated holidays listed below, the Member shall be paid double time for the hours worked on that entire shift. If a Member is not regularly scheduled to work, but is called in, agrees to work for another Member, or is held over or otherwise ordered to work a shift that begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid double time only for the hours worked on that holiday.

January 1<sup>st</sup>, New Year's Day  
July 4<sup>th</sup>, Independence Day  
Fourth Thursday in November, Thanksgiving Day  
December 24<sup>th</sup>, Christmas Eve  
December 25<sup>th</sup>, Christmas Day  
December 31<sup>st</sup>, New Year's Eve

## ARTICLE VI LEAVES:

### SECTION 6.1 ANNUAL LEAVE - DEFINITION:

Annual Leave is compensated absence, which replaces former Vacation and Sick Leave plans, for those eligible employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation.

#### 6.1.1 *Accrual of Annual Leave Hours:*

**Full-Time Employees:** Each biweekly pay period, prorated Annual Leave hours earned are posted to the account of each eligible employee based on the hours worked during each pay period.

Association members shall receive three (3) hours of annual leave one time a year on or about the first pay period in August to be deposited into the Association time bank in accordance with section 2.1.

Effective the first full pay period following November 6, 2019, employees shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRAUL PER PAY PERIOD
1-5	210 hrs	8.08
6-8	226 hrs	8.69
9-15	250 hrs	9.62
16 -19	290 hrs	11.15
20-24	207 hrs	7.97
25+	187 hrs	7.17

---

**6.1.2 Hours Accumulated During Leave:**

Total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Annual Leave credits will continue to be added to the employee's account while the employee is on leave.

**6.1.3 Annual Leave During the First Year:**

Probationary employees employed less than one full year shall accrue Probationary Sick Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the member or the member's immediate family. After six (6) months, an employee may use up to one week of "Advanced Annual Leave" for vacation purposes with the permission of his or her supervisor.

Holiday Leave Hours earned during the first year of employment are available to be used for any purpose.

Notwithstanding the above, upon completion of the probationary period and obtaining status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

**6.1.4 Unpaid Leave:**

Annual Leave hours are not accrued or earned during periods of unpaid leave.

**6.1.5 Maximum Accumulation:**

Each year, as of the end of the pay period which includes December 31, an employee shall have no more than a maximum of 624 hours in his or her Annual Leave account.

Accumulated Annual Leave in excess of 624 hours in an employee's account at the end of the pay period which includes December 31<sup>st</sup> shall have the regular rate dollar value of excess Annual Leave remaining in the employees Annual Leave bank contributed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide). The employee must choose a single provider for this benefit.

**6.1.6 Annual Leave Usage:**

Employees must use at least 40 hours of Annual Leave during each calendar year. Department heads are responsible for arranging leave schedules so that adequate personnel are available to carry on necessary City work. When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.

Employees desiring to use Annual Leave time, which has not been previously scheduled, for illness or family emergency, shall report to their department to obtain authorization for the absence. The department head or designate may require the employee to furnish satisfactory evidence justifying any such request.

Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Department after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Human Resources Department based on medical information supplied by the employee's physician and/or the City's examining physician.

---

**6.1.7 Annual Leave - Workers' Compensation:**

In the event that an employee files a Workers' Compensation claim that is in dispute and not accepted, that employee may access their available Annual Leave for the time they are disabled from duty.

In the event that the LC 4850 time is exhausted in an accepted Workers' Compensation claim, the disabled employee may use their available Annual Leave or Sick Leave to supplement the Total Temporary Disability payments made according to the Labor Code.

**6.1.8 Separation:**

Employees separating from the City service shall receive payment for 100% of accrued Annual Leave.

Alternatively, an employee separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the employee's account provided under the City's 457(b) deferred compensation plan. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made, which amount is established each year by the Internal Revenue Service. If an employee elects to contribute Annual Leave to the 457(b) plan, any Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.

**6.1.9 Pay in Lieu of Annual Leave (Buy-Back):**

**Buy-Back Guidelines:**

Members may make an advance irrevocable election each year to buy back Annual Leave that will be accrued in the following 12 month period (commencing with the first full pay period of the fiscal year and ending with the last full pay period of that fiscal year) ("Buy-Back Period") by submitting an Annual Leave Buy-Back Request form during the last 15 days of June. Annual Leave buy back payments will be calculated at the Association member's regular rate as of the last full pay period of the Buy-Back Period. Frozen Sick Leave accounts are not available for buy-back.

Upon the employee's submission of an Annual Leave Buy-Back Request, the City will buy back Annual Leave after the close of the Buy-Back Period from the employee's account subject to the following criteria:

<u>Annual Leave Used During The Buy-Back Period</u>	<u>Min. Annual Leave Remaining After Buy-Back</u>	<u>Maximum Buy-Back</u>
40 Hours	80 Hours	120 Hours
60 Hours	80 Hours	140 Hours
80 Hours	80 Hours	160 Hours

Note: If an employee is out on extended Military Leave, the City will buy back up to 160 hours without the usual requirement that the employee have used Annual Leave hours during the Buy-Back Period.

Payment shall be made on the Friday after the pay day for the first full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower buy-back payment. For example, if an employee submits an Annual Leave Buy-Back Request to buy back 140 hours of Annual Leave, but has only used 40 hours of Annual Leave during the Buy-Back Period, the employee's election will be automatically adjusted to request a buy-back of 120 hours. Employees may not elect to buy back Annual Leave that has accrued during a previous Buy-Back Period. Employees must submit a new Annual Leave Buy-Back Request for each Buy-Back Period and failure to submit an Annual Leave Buy-Back Request will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period.

#### *6.1.10 Annual Leave Accrual Rates for Holidays:*

Unit members who work on holidays are compensated for the holiday at their rate of pay per Article IX Overtime Section 9.1 Time and One Half and will accrue Annual Leave equal to the number of hours according to their schedule.

Unit members who do not work on holidays are compensated for holidays at their current rate of pay, but do not accrue Annual Leave hours.

### **SECTION 6.2 FROZEN SICK LEAVE (FORMER SICK LEAVE ACCOUNTS):**

The following guidelines apply to Association members who have Frozen Sick Leave account balances:

#### *6.2.1 Frozen Sick Leave – Definition:*

Frozen Sick Leave is former Sick Leave account balances that have been frozen and held in a separate account, called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.

#### *6.2.2 Use of Frozen Sick Leave Hours:*

Any time off based on a verified "on-the-job" injury shall be an eligible use of the Frozen Sick Leave account irrespective of the number of hours of accrued Annual Leave that the injured employee has.

In the case of illness, an employee may use their Frozen Sick Leave under any of the following provisions:

- a. The Unit member's Annual Leave balance is reduced to eighty (80) hours or less; or
- b. The Unit member has been off "sick" for more than four (4) consecutive workdays or forty (40) hours, and has a written confirmation from the Unit member's physician. The Unit member shall be eligible to use their Frozen Sick Leave account for those days beyond the fourth (4<sup>th</sup>) consecutive work day (or 40 hours) the employee misses from work irrespective of the number of hours of Accrued Annual leave that the employee has. If the Unit member has used a total of seventy-five (75) hours of Annual Leave within the preceding 12-month period and has obtained written confirmation from the Unit member's physician of an illness, Frozen Sick Leave may also be used for the first four days.

#### *6.2.3 Frozen Sick Leave - Leave Donation:*

Frozen Sick Leave may not be used to donate hours to other City employees.

**6.2.4 Frozen Sick Leave at Retirement:**

Members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's hourly rate in effect at the time of separation. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

Members who retire, retire due to disability, or are deceased prior to retirement after a minimum of 25 (twenty-five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave effective Payroll 1, 2004. Payment shall be calculated at the employee's hourly rate in effect at the time of separation.

An employee has the option of cash payment or delay of date of retirement as the method of receiving unused Annual Leave and/or Frozen Sick Leave.

**SECTION 6.3 FAMILY MEDICAL LEAVE ACT:**

Employees seeking leave for birth, adoption, and family care, medical care of family members, disability or other medical or personal reasons are advised to check with Human Resources for an explanation of their rights under the federal Family Medical Leave Act (FMLA), the California Family Rights Act of 1991.

**ARTICLE VII NO SMOKING POLICY:**

The City and CPEA agree to the implementation of a "No Smoking" policy, which shall prohibit members from smoking within City facilities and/or vehicles per City of Corona Municipal Code Chapter 8.02.

**ARTICLE VIII NO STRIKE CLAUSE:**

During the life of this MOU, CPEA will not cause, authorize, advice, or encourage the interruption of work. The term "interruption of work" shall mean any concerted work stoppage or strike.

**ARTICLE IX OVERTIME:**

**SECTION 9.1 TIME AND ONE-HALF AND DOUBLE TIME:**

Time and one-half will be paid for overtime authorized whenever an officer works any time over 40 hours per week including replacement due to Probationary Sick Leave, scheduled Annual Leave, special assignments, call-back, court time, or any other time in which an officer is authorized to work in addition to his/her regularly scheduled shift. Annual Leave, Probationary Sick Leave, and holiday leaves are considered hours worked for purposes of overtime computation. Time and one-half and double time will also be paid on those six (6) holidays provided for in Article V of this MOU.

## SECTION 9.2 "COMPENSATORY TIME":

Members of the unit may elect, in lieu of overtime payment, to receive compensatory time off (CTO). CTO will be calculated by the Finance Department at the applicable rate of one and one half hours, or two hours for each hour for which overtime compensation is required.

Unit members may accrue up to 480 hours of CTO (320 hours actually worked), at which time they will receive overtime compensation for any additional hours of work beyond the allowed accrual.

If compensation is paid to a Unit member for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment. A member of the Unit may, at his/her election, buy back a maximum of 160 hours of accrued compensatory time on a designated date in November of each year. No minimum amount of hours shall be required to remain in the CTO bank.

A member of the Unit who has accrued CTO authorized to be provided shall, upon termination of employment, be paid for the unused CTO at the regular rate earned by the employee at the time the employee receives the payment.

A member of the Unit who has requested use of CTO shall be permitted to use such time within the same guidelines used for other approved leaves and/or absences by the department with the exception that a request for leave shall be made at least five days prior to the days to be used.

Members may also elect to convert Court Assignment pay to compensatory time as stipulated in Section 11.2 of this MOU.

## ARTICLE X SALARY:

### SECTION 10.1 BASE RATE SCHEDULE:

Each position shall be assigned a salary range. An employee may advance annually within the salary range. An employee who received an overall performance rating of "Satisfactory" or better from his/her supervisor shall be advanced a minimum of 5% up to the top of the range.

Effective the first full pay period following October 17, 2018, the base rate of pay for all Members shall be increased by approximately one percent (1.0%) by moving each employee's base pay two (2) steps up on the City's salary grid. The salary ranges for all positions in the CPEA will be updated accordingly in the City's Position Library and Compensation Plan.

Effective the first full pay period following July 1, 2019, the base rate of pay for all Members shall be increased by approximately one percent (1.0%) by moving each employee's base pay two (2) steps up on the City's salary grid. The salary ranges for all positions in the CPEA will be updated accordingly in the City's Position Library and Compensation Plan.

To ensure that the bottom step of the salary range for Detectives will be two and one-half percent (2.5%) greater than the top step of the salary range for Corporals, effective the first full pay period following October 17, 2018, the base rate of pay for Detectives shall be increased by approximately one-half of one percent (0.5%) by moving the base pay for Detectives one (1) step up on the City's salary grid. The salary ranges for Detectives will be updated accordingly in the City's Position Library and Compensation Plan.

Effective the first full pay period following November 6, 2019, the top step of the salary range for all positions in the CPEA shall be increased by approximately five percent (5%) by moving the

maximum step for each position ten (10) steps up on the City's salary grid. The salary ranges for all positions in the CPEA will be updated accordingly in the City's Position Library and Compensation Plan.

Effective the first full pay period following November 6, 2019, the base pay for all CPEA Members who have been at the top step of the salary range for their position since November 6, 2018 or earlier shall be increased by five percent (5%) by moving the employee's base pay ten (10) steps up on the City's salary grid. All other CPEA Members who are not currently at the top step of the salary range for their position or who were advanced to the top step of the salary range after November 6, 2018 may advance annually within the salary range provided the employee receives an overall performance rating of "satisfactory" or better from his/her supervisor in accordance with this Section 10.1.

## SECTION 10.2 COMPARABLE CITIES/BENCHMARK:

Historically, adjustments have been made with the intent of keeping CPEA's total compensation at a position equal to, but not more than, the average total compensation of the top two comparable cities. The purpose of these adjustments has been to ensure that members of the Unit retain a competitive position in the labor market. It continues to be the goal of the City and the CPEA that its police officers receive a competitive level of total compensation. However, any adjustments based on the results of the comparable city survey must be agreed to by both parties.

Accordingly, the City and the CPEA agree to meet and collect total compensation data within 60 days prior to the end of this agreement. The City and CPEA agree that total compensation shall consist of the following categories: salary and wages, any social security (FICA) benefits (including Medicare) which would normally be the responsibility of the employee, retirement benefits, health care premiums (including medical, dental, optical, or other), reimbursement programs for medical expenses, deferred compensation amounts paid by the City, insurance premiums, holidays, uniform allowances, educational incentives, longevity payments, and any other payments made by the City which may be agreed to at a later date by the City and CPEA.

Those cities surveyed shall be: Chino, Colton, Fontana, Ontario, Redlands, Riverside, San Bernardino, and Upland. It is further agreed that the data collected from the eight comparable cities be based upon an employee with over five (5) years of service, and that the comparisons between the City and comparable cities shall be maximum amounts, in each enumerated category, available to either group of employees. The City and CPEA agree to meet and confer over the results of the survey.

## SECTION 10.3 PROMOTIONS:

It is agreed that all promotions are intended to increase promoted employee's salary into the "A" step of the new salary range. The City agrees that all promotions in rank shall result in an increase of five percent (5%) in the new salary range over the employee's previous salary range which includes base salary plus special compensation. Special compensation, for purposes of promotional salary increases, will be defined as those assignments listed in Article XI SPECIAL COMPENSATION, Section 11.1 with the exclusion of: D. Field Training Officer, and F. Investigative Unit assignments that are not continuous and are one year or less in duration. In no case will the pay rate exceed the top step of the new position pay range. Temporary assignment pay for duties that are not continuous and are under one year in duration and other special compensation not stipulated above will not be included as part of this calculation.

#### **SECTION 10.4 POLICE OFFICER I TO POLICE OFFICER II PROMOTIONS:**

Notwithstanding stipulations listed in Article X, Section 10.3 Promotions, the City agrees that officers, who hold status as a Police Officer I, after successfully completing identified skill competencies, will be promoted to a Police Officer II position. The City, in consultation with the Police Chief, will authorize an additional 5% salary increase, for those officers who promote from a Police Officer I to a Police Officer II position which would result in an overall salary increase of 10%.

### **ARTICLE XI SPECIAL COMPENSATION:**

#### **SECTION 11.1 HAZARD AND ASSIGNMENT PAY:**

The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. The City agrees to pay an additional five percent (5%) above base pay to non-probationary Police Officer I's, II's, Detectives, and Corporals working in the following capacities as designated by the Chief of Police.

- A. Any member assigned to a task force or team comprised of personnel from multiple agencies
- B. Canine Officer, Canine Detective
- C. Domestic Violence Response Team
- D. Field Training Officer /Corporal
- E. Special Enforcement Team Officer / Corporal
- F. Investigative Unit (Police Officers I and II who are temporarily assigned to the Investigative Services Division within the Detective Bureau or assigned to a Task Force)
- G. Motor Officer, Accident Investigator, Commercial Enforcement Officer, or Corporal in the Traffic Division (understood to be "hazard pay")
- H. School Resource Officer
- I. Personnel and Training Officer / Corporal
- J. Professional Standards Unit Detective
- K. Youth Diversion Team Detective

The City agrees to pay an additional five percent (5%) above base pay to non-probationary Detectives working in the following capacity:

- A. Senior Detective

#### **SECTION 11.2 COURT ASSIGNMENT:**

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court. Officers will be paid based on actual travel time to any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to

MEMORANDUM OF UNDERSTANDING

CORONA POLICE EMPLOYEES ASSOCIATION

October 17, 2018

Page | 24

the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

When, prior to leaving for court, a member contacts the district attorney, the subpoena clerk, or police department supervision, and his/her immediate attendance in court is not requested; he or she can be put on "stand-by" and their time off is restricted. The member will be compensated two hours of straight time for the morning. Should the condition continue into the afternoon, the member will be compensated another two hours straight time for the afternoon. Members may elect, in lieu of stand-by pay, to receive compensatory time off (CTO) Court assignment pay will not be added to or replace compensation for scheduled work shifts. There will be no overlapping payment for court assignment hours when working a scheduled work shift.

### SECTION 11.3 LONGEVITY PAY:

In recognition of Unit member's length of service to the City of Corona, effective the first full pay period following November 6, 2019, an annual payment will be paid to members who qualify under the following schedule, as of September 1, of each year:

Police Officer I:

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,290.00
- After twenty-five (25) years of service: \$6,183.00

Police Officer II:

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,645.00
- After twenty-five (25) years of service: \$6,627.00

Corporal:

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,846.00
- After twenty-five (25) years of service: \$6,877.00

Detective:

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,950.00
- After twenty-five (25) years of service: \$7,008.00

It is agreed that Longevity Pay at the five-year level shall be included within the formula utilized for the purposes of calculating total compensation.

Payment shall be made on a non-regular payroll day, when feasible, during the first half of the month of September and in all cases prior to the end of September.

#### **SECTION 11.4 MARKSMANSHIP PROFICIENCY:**

The City will pay police employee members \$105.00 per quarter, supplemental pay, for meeting the marksmanship proficiency standards established by the police department. A list will be provided to Human Resources each quarter listing those unit members failing to meet the standards required to receive this benefit.

Employees must have worked at least one day during the quarter during which the marksmanship proficiency pay is to be issued (or Annual Leave or Administrative Leave or workers' compensation status) in order to receive the benefit. If an employee, due to an accepted industrial injury, is unable to participate in the marksmanship proficiency testing, an extension of up to four (4) quarters, to include the first quarter in which an officer is unable to test, will be granted. Once an extension has been approved the employee will continue to receive the marksmanship proficiency pay until such time they are returned to duty and are able to test or the four (4) quarter extension has been exhausted. Once the four (4) quarter extension is exhausted the employee will be required to test only if medically able or will not be eligible to receive the supplemental pay. Beginning as of December 2009, the fourth (4<sup>th</sup>) Quarter, in which marksmanship proficiency pay will be issued for the year, employees unable to test due to an industrial injury are eligible to request a four (4) quarter extension. Employees who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a prorated payment.

#### **SECTION 11.5 P.O.S.T. CERTIFICATE PAY:**

The City will provide an increase of 5% (five percent) of base pay for those members who earn a P.O.S.T. Advance Certificate.

The City will provide an increase of 3% (three percent) of base pay for those members who earn a P.O.S.T. Intermediate Certificate.

#### **SECTION 11.6 SPANISH LANGUAGE PAY:**

The Spanish language pay program provides an increase of 4.0% for those members demonstrating the ability to both understand and effectively communicate in Spanish. The number of employees to be eligible will be determined by Management, and to become qualified an employee must be certified by the Human Resources Department after passing an oral conversational test established by the Human Resources Department.

### **ARTICLE XII WORK SCHEDULE:**

#### **SECTION 12.1 COMPRESSED WORK WEEK SCHEDULE:**

The City and CPEA agree to maintain the existing 3-12 ½ work schedule for Field Operations at the discretion, and as determined by the Chief of Police. This plan may be suspended at any time during this agreement by the Chief of Police resulting in the units return to the 4-10 plan work schedule; provided, however, that the City agrees to meet and confer with CPEA prior to the termination of the 3-12 ½ work schedule. Excluding a state of emergency situation, Members will be given notice a minimum of two pay periods prior to the suspension of the 3-12 ½ work schedule.

Members assigned to Field Operations will be required to work a 28 day/160 hour payroll cycle. Members will work 37 ½ hours per week during the payroll cycle, but will be compensated for 40 hours. This practice will result in the advance of 2 ½ hours of "paid, not worked" each week, for a total of 10 hours of "paid, not worked" during the payroll cycle. The 10 hours owed back to the City during the payroll cycle will be worked on a pre-designated, regularly scheduled day that coincides

with the member's workweek; meaning that the payback day shall immediately follow the last workday or immediately precede the first workday. The payback day will not be routinely scheduled on a designated holiday, but there may be times it will be required to insure appropriate field coverage. If an employee's payback day is scheduled during a Holiday, it will require approval at the Lieutenant level or above. A detailed calendar shall be prepared by the employer for each six month shift rotation specifying the schedule of make-up days for each member. The 10 hour payback day must, in all cases, be worked in the same payroll cycle; it cannot be carried over. If, for any reason, the 10 hour payback day is not worked in the same payroll cycle, it will be changed to Annual Leave or Compensatory Time as determined by the member.

Holiday time will be paid and accrues at a rate of 10 hours worked for each holiday according to the terms of the existing MOU. As a result, members working the 3/12 1/2 work schedule who take a holiday off will be short 2 1/2 hours. These shortages may be mitigated by: making up the 2 1/2 hours with annual leave or compensatory time or working an additional 2 1/2 hours during the same seven day week or, taking 2 1/2 hours leave without pay.

## **ARTICLE XIII NOTICE REGARDING LAYOFFS:**

Before the City provides written notification to any employee that he or she is being laid-off, the City shall provide advance notice to the CPEA Board of its intent to lay-off employees. It is expressly understood that, by providing such notice, the City is not in any way changing, limiting, or impeding its management rights, as discussed in Article XVII of this MOU, including its right to effectuate lay-offs in its sole and absolute discretion. This section applies only to those situations where the City is contemplating laying-off one or more employees due to economic, operational, or other reasons, and does not apply to the termination of one or more employees for a disciplinary or other reason.

## **ARTICLE XIV PRIOR AND EXISTING CONDITIONS:**

Except as herein modified, there shall be no change in wages, hours, working conditions, or previously agreed to rights, obligations, and relationships expressed in any previous MOU and all rights, privileges, benefits, and terms and conditions of employment and the obligations between the parties as of the date of this MOU which are not specifically set forth shall remain in full force, unchanged, and unaffected, during the term of this agreement unless changed by mutual consent.

If any Article or Section of this agreement, or any addition thereto, should be invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this agreement shall be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

The parties agree that each has had full and unrestricted right and opportunity to make, advance and, discuss all matters properly within the province of meeting and conferring. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained.

However, each party may seek the mutual cooperation of the other party in meeting and conferring on working conditions that will improve departmental efficiency and for which there is negligible or no cost; and during the ensuing 18 month period from the signing date of this MOU the City and the Unit may bring forward and correct "errors and omissions," i.e., items which were inadvertently overlooked during the compilation of this MOU for inclusion into this document. The matters contained within this MOU will be effective upon acceptance by the City Council unless otherwise noted herein.

## **ARTICLE XV BEGINNING OF NEGOTIATIONS:**

The City and the members of the Corona Police Employees bargaining unit agree to meet and confer in good faith for the purposes of beginning negotiations no later than six months prior to the expiration of this Memorandum of Understanding.

## **ARTICLE XVI AGREEMENT TO MAINTAIN A “LIVING DOCUMENT”:**

The parties recognize that revisions to this MOU may be desirable during the term of the MOU. Accordingly, upon mutual agreement, in writing, the parties may revise the MOU as provided herein. The City Manager may approve revisions to the MOU on behalf of the City in the areas specified below, provided that any funds required to implement the revision(s) are within existing budget allocations. All other revisions must be approved by the City Council.

1. Access to, and use of, City facilities to the extent such use or access is consistent with the City Manager's general authority to grant access or use to City facilities;
2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for association training;
4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations; and,
9. Out-of-class assignments.

The parties agree that revisions made under this section do not signify a reopen of the MOU, nor do they require a formal meet and confer process. In addition, the parties agree that nothing stated herein shall be used to limit or diminish the City's management rights as otherwise stated in this MOU, the municipal code, or other relevant provisions of state or local laws, rules or regulations.

## **ARTICLE XVII MANAGEMENT RIGHTS:**

CPEA recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects, subject to this MOU.

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU; to direct its employees; to take disciplinary action for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods or services shall be made, purchased, or contracted for; to determine the methods, means, and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the community.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on members of CPE in their wages, hours, or other conditions of employment, the City agrees to meet and confer with representatives of CPE regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU or in personnel rules and salary resolutions. By agreeing to meet and confer with CPE as to the impact of the exercise and of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

## SIGNATURES:

Date: \_\_\_\_\_

Mitch Lansdell  
Employee Relations Officer  
Interim City Manager

Date: \_\_\_\_\_

Kerry Eden  
Assistant City Manager / Administrative Services Director

Date: \_\_\_\_\_

Jason Perez  
Association President

Date: \_\_\_\_\_

Wade Arens  
Unit Negotiator