

# **CORONA POLICE SUPERVISORS ASSOCIATION**

## **MEMORANDUM of UNDERSTANDING**

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

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## ARTICLE I RECOGNITION:

WHEREAS, the City of Corona, California, represented by its Management Negotiator (hereinafter referred to as the City), and the Corona Police Supervisors Association, represented by themselves (hereinafter referred to as CPSA), 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 CPSA, 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 CPSA 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 CPSA jointly submit the following:

## ARTICLE II ASSOCIATION ACTIVITIES:

### SECTION 2.1 CHECK-OFF AND HOLD HARMLESS CLAUSE:

If authorized in writing by a member by unrevoked assignment on file with the Administrative Services Director of the City, the City will deduct from the member's biweekly wages a sum equal to the member's dues or service charge and insurance premiums.

The amount to be deducted shall be certified to the Administrative Services Director of the City thirty (30) days prior to the effective date by the exclusive representative. No deductions will be made when the salary, after taxes, retirement, garnishments, or other deductions authorized by the member or required by law is insufficient to pay said dues, etc. The exclusive representative agrees to defend, indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City under this provision.

### SECTION 2.2 USE OF CITY EQUIPMENT AND FACILITIES:

CPSA is authorized to use City copying machines for CPSA business, subject to reasonable approval of the ERO, and shall be billed monthly for actual costs. Additionally, CPSA may use City meeting rooms for membership meetings, as available.

### SECTION 2.3 GRIEVANCES:

Members of the CPSA Board of Directors and its officers, not to exceed three, may be allowed reasonable time away from their City duties to expeditiously investigate and assist in the process of grievances without loss of pay. A list of the three members shall be updated and maintained in the Human Resources Department.

### SECTION 2.4 TIME BANK:

The City agrees to establish a "Time Bank" for use by members of the CPSA 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 CPSA 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 CPQA Board.

## ARTICLE III BENEFITS:

### SECTION 3.1 BANKING PRIVILEGES:

The City shall no longer provide free money orders, cashier's checks or traveler's checks for members nor shall it provide free safe deposit boxes for employees hired after Oct. 1, 1987.

### SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE

Active employees that are members of the CPSA ("Member") may purchase nontaxable benefits and/or taxable 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.

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Police Captains who were hired by the City prior to January 1, 1999 if and when they retire from the City.

This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance
- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Police Captains hired by the City on or after January 1, 1999 will not receive this benefit.

### SECTION 3.3 INSURANCE:

#### 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.

**Discretionary Authority:** For the following two items, 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.

*3.3.2 Long-Term Disability Insurance:*

(A) Members Other Than Police Captains: The City shall provide long-term disability insurance benefits in accordance with the California Law Enforcement Association ("CLEA") 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 CPSA 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 Long-Term Disability benefits to the CPSA 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 CPSA 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 CPSA 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.

**Discretionary Authority:** For the items in this section, 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.

(B) Police Captains: Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Police Captain, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

- Benefit level shall be 66 2/3% of basic monthly earnings;
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Ability to utilize annual leave or frozen sick leave to supplement disability payments.

**Discretionary Authority:** For this item, 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.

*3.3.3 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.

**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

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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. 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 to 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 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.

(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) 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 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 the 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:*

(A) Tier II, III and IV Employees Other Than Police Captains: Employees hired on or after October 13, 2007 shall receive \$5,000 annually, paid at \$1,250 per quarter into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit. The City and CPSA 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 subsection and to instead provide for the same contribution to the PORAC Retiree Medical Trust on behalf of each Tier II, III or IV employee (other than Police Captains).

(B) Tier II, III and IV Police Captains: The City shall deposit into the Retirement Healthcare Savings Account of each Police Captain who is a Tier II Employee, Tier III Employee or Tier IV Employee one hundred and fifty dollars (\$150.00) per quarter. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.

### *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 I 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 and 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 and 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 to 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 CPSA employees hired after January 1, 1986.

**SECTION 3.4 P.E.R.S.:**

**3.4.1 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 3.4.2. "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");
- § 21362. 3% at Age 50 Benefit Formula—Patrol of 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.

**3.4.2 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 Member

**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 3.5 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 in which 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 3.5, for education plans approved in writing by the City after October 17, 2018, the City shall reimburse Members for the costs described in Section 3.5.2 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.

#### 3.5.1 *Pre-Approval:*

CPSA members must apply for and receive written approval from their supervisor and Human Resources prior to enrolling in classes at an 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.

#### 3.5.2 *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.

#### 3.5.3 *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.

**3.5.4 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.

**3.5.5      *Police Captains:***

Notwithstanding anything in this Section 3.5 to the contrary, the financial reimbursement for tuition and textbooks for job related college courses applicable to Police Captains shall be subject to the terms and conditions set forth in City Administrative Policy 01400.012 (Tuition Reimbursement), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion. For Police Captains, City Administrative Policy 01400.012 (Tuition Reimbursement) shall control over any conflicting provision in this MOU.

**SECTION 3.6 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 3.7 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 CPSA 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.

### 3.7.1 *Take Home Vehicles and Auto Allowance:*

(A) Members Other Than Police Captains: Members in the following classifications shall be allowed to take a City vehicle home under this provision:

- Traffic Sergeant
- Sergeant assigned to ISD
- Lieutenant assigned to ISD

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.

(B) Police Captains: The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to Police Captains.

- (1) Auto Allowance. In no event shall an auto allowance exceed three hundred and fifty (\$350) per month.

(2) City-Assigned Vehicle. If the City Manager chooses to provide a City vehicle for the exclusive use of a Police Captain, the City will maintain and provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by persons other than the assigned employee, except that other employees of the City may use the vehicle for official City business with the consent of the assigned employee. The City understands that since the employee will remain on-call at all times, the vehicle may be used for personal as well as official business; provided, however, the vehicle shall never be used for personal use outside of the seven Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara.

(3) Mileage Reimbursement. If the City Manager chooses not to provide an auto allowance or assigned vehicle to a Police Captain, the employee may submit reimbursement requests for mileage used in a personal vehicle for official City business. The reimbursement rate shall be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same shall be in accordance with City policy.

## SECTION 3.8 DEFERRED COMPENSATION:

### 3.8.1 *Participant Loans:*

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.
- 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.

3.8.2. *Tier I Police Captains:*

At the end of each quarter the City shall deposit into the deferred compensation plan account of each Police Captain who is a Tier I Employee an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee.

3.8.3. *Tier II, III & IV Police Captains:*

At the end of each quarter the City shall deposit into the deferred compensation plan account of each Police Captain who is a Tier II Employee, a Tier III Employee or a Tier IV Employee an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee. Police Captains who are Tier II Employees or Tier III Employees shall also receive an additional payment into their deferred compensation plan account equal to one hundred and fifty dollars (\$150.00) per quarter. The employee must select one provider for this payment.

## 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:

### SECTION 5.1 HOLIDAY SCHEDULE:

The following Holidays are established and shall be observed by all unit members:

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, Independence Day
6. First Monday in September, Labor Day
7. November 11, Veterans Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday immediately after Thanksgiving Day
10. December 24, Christmas Eve
11. December 25, Christmas Day
12. December 31, New Year's Eve
13. Every day appointed by the President, or 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.

## SECTION 5.2 HOLIDAY ACCRUAL FOR MEMBERS OTHER THAN POLICE CAPTAINS:

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. Employees of the unit shall be paid premium pay (time and one-half) for all hours worked on the Christmas Day and Thanksgiving Day Holidays. 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 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

## SECTION 5.3 HOLIDAY ACCRUAL FOR POLICE CAPTAINS:

Police Captains shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a "holiday" for Police Captains is eight (8) hours. Police Captains who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave.

## ARTICLE VI LEAVES:

### SECTION 6.1 ANNUAL LEAVE:

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:*

(A) Annual Leave Accrual Rate: Each biweekly pay period, prorated Annual Leave hours earned are posted to each eligible employee's account based on the hours worked during each pay period.

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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 2.4.

Police Sergeants: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Sergeant shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL 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

Police Lieutenants: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Lieutenant shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL 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	210 hrs	8.07
25+	190 hrs	7.29

Police Captains: Effective the first full pay period following November 6, 2019, CPSA members employed in the position of Police Captain shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	ACCRUAL PER PAY PERIOD
1-5 years	216 hrs	8.31
6-8 years	232 hrs	8.92
9-15 years	256 hrs	9.84
16 -19 years	296 hrs	11.38
20-24 years	236 hrs	9.07
25+ years	216 hrs	8.30

(B) 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.

(C) Former Sick Leave Accounts (Frozen Sick Leave): These accounts are 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.

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 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 the employee has. If the unit member has used a total of 75 hours of Annual Leave within the proceed 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.

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

(D) Annual Leave During 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.

6.1.2 *Separation:*

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

Alternatively, employees 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 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 457(b) limitations will be paid to the employee in cash.

**6.1.3 *Unpaid Leave:***

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

**6.1.4 *Maximum Accumulation:***

Each year, as of the end of the pay period which includes December 31st, an employee, other than Police Captains, shall have no more than a maximum of 624 hours in his or her Annual Leave account. Police Captains shall have no more than a maximum of 584 hours in his or her Annual Leave account.

Accumulated Annual Leave in excess of 624 hours, or 584 hours for Police Captains, in an employee's account at the end of the pay period which includes December 31st shall have the regular rate dollar value of excess Annual Leave remaining in the employee's 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.

**6.1.5 *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.

**6.1.6 *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.

*6.1.7 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 last 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 buyback 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 buyback 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.

*6.1.8 Frozen Sick Leave at Separation:*

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

Police Captains who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay 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. Police Captains who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.

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.

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

Police supervisors who work on holidays are compensated for the holiday at their rate of pay per MOU and will accrue Annual Leave equal to the number of hours according to their schedule.

Police supervisors 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 TERMINATION OR LEAVE NOTIFICATION:

The City Human Resources Department will notify the unit upon a member's termination or leave of absence.

### 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.

### SECTION 6.4 EXECUTIVE LEAVE:

The City will provide executive leave for Police Captains in lieu of other compensation for overtime. Effective April 1, 2016, Police Captains shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

### ARTICLE VII NO SMOKING POLICY:

The City and CPSA 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, CPSA will not cause, authorize, advise or encourage any interruption of work. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by CPSA.

There shall be no refusal to work on, handle, or produce any materials or equipment because of a labor dispute. In the event of an interruption of work, CPSA agrees to immediately advise all of its members not to participate.

Any employee found to have engaged in any action prohibited by this article should be subject to immediate discharge or such other discipline as the City may access. Such discharge or discipline shall not be reviewable through any grievance procedure.

The City and CPSA agree that the City may withdraw any rights or privileges provided by the City to CPSA in the event this provision is violated.

## ARTICLE IX OVERTIME:

### SECTION 9.1 OVERTIME AUTHORIZATION:

The City will pay time and one-half for overtime authorized when any member of the unit works over 40 hours per week, when that additional time is for replacement of another sergeant or lieutenant who is on Annual Leave, or on a required training status. Annual Leave and Holidays are considered hours worked. 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 receives an overall performance rating of "satisfactory" or better from his/her supervisor shall be advanced a minimum of 5%, up to 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 CPSA 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 CPSA 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 CPSA 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 CPSA 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 CPSA 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 CPSA 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 ADJUSTMENTS:

Historically, adjustments have been made with the intent of keeping CPSA'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 Corona Police Supervisors 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 CPSA agree to meet and collect total compensation data within 60 days prior to the end of this agreement. The City and CPSA agree that total compensation shall consist of the following categories: 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 longevity payments, and any other payments made by the City which may be agreed to at a later date by the City and CPSA.

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 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 parties agree to meet and confer over the results of the survey.

#### SECTION 10.3 COMPACTION ADJUSTMENTS:

The City will assure CPSA that the salary range for sergeants will at all times be greater than the highest paid non-supervisory sworn personnel within the Police Department by at least 20 % exclusive of assignment compensation. The salary range for lieutenants will at all times be greater than the sergeant position by at least 20 %. Adjustments to accommodate this agreement will effect only those employees directly involved, e.g., should it be necessary to restore the minimum differential for the sergeant over the highest paid non-CPSA member, all CPSA members in the supervisory ladder in the Police Department would be adjusted accordingly in the same pay period in which the non-CPSA member's salary change occurred.

Compaction adjustments will be granted at the time compaction occurs (not including retroactivity) and shall be part of the next agreed-to increase in the event compaction occurs prior to a date of an agreed-to increase for police supervisors.

Compaction will not result from certification bonuses, educational bonuses, assignment pay, or anything other than base pay. Base pay is defined as the rate of pay for a classification as provided for in the City's Salary Range Schedule.

#### SECTION 10.4 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. 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.

### 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. In maintaining consistency with Article XI Section 11.1 of the CPE Memorandum of Understanding, the City agrees to pay an additional 5% above base pay to non-probationary sergeants assigned to work in the following capacities:

- A. Relief Watch Commander
- B. Traffic Division

- C. Special Enforcement Team
- D. Investigative Services Division
- E. Professional Standards Unit
- F. FSD Captain's Adjutant
- G. Personnel and Training Sergeant

## 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 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<sup>st</sup> of each year:

### Police Sergeants:

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:	\$7,041.00
After twenty-five (25) years of service:	\$8,371.00

### Police Lieutenants:

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:	\$8,216.00
After twenty-five (25) years of service:	\$9,840.00

Police Captains:

After five (5) years of service:	\$2,600.00
After ten (10) years of service:	\$4,000.00
After fifteen (15) years of service:	\$5,400.00
After twenty (20) years of service:	\$7,715.00
After twenty-five (25) years of service:	\$9,620.00

It is agreed that longevity pay 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 prorate payment.

**SECTION 11.5 P.O.S.T. CERTIFICATION PAY:**

The City will provide an increase of 5% (five percent) of base pay for those members, other than Police Captains, who obtain a P.O.S.T. Advance Certificate.

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

The City will provide an increase of five percent (5%) of base pay for Police Captains who obtain a management level P.O.S.T. certificate. Effective July 2007, the City will also provide an increase of three percent (3%) of base pay for Police Captains who obtain a supervisory level P.O.S.T. certificate.

**SECTION 11.6 SPANISH LANGUAGE AND BILINGUAL 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.

The bilingual pay program provides an increase of 4.0% for Police Captains who are able to demonstrate the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective and efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, a Police Captain must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee.

#### SECTION 11.7 WORKING OUT OF CLASS:

Police Captains, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7.5%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Employees whose job description duties state that they "act" in the absence of their supervisor do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the employee's supervisor and the City Manager. In such a case, the employee should be placed in the position in an "acting" capacity by memo and not be paid out of class.

#### ARTICLE XII COMPRESSED WORK WEEK SCHEDULE:

The City and CPSA 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 CPSA 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 ½ work schedule who take a holiday off will be short 2 ½ hours. These shortages may be mitigated by: making up the 2 ½ hours with annual

leave or compensatory time or working an additional 2 ½ hours during the same seven day week or, taking 2 ½ 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 CPSA 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 held 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 not be affected thereby and the parties shall enter into immediate negotiations for the purposes 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 remaining period of this MOU, 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, and the provisions of this MOU shall remain in force until the successor MOU is approved.

## ARTICLE XV BEGINNING OF NEGOTIATIONS:

The City and the members of the Corona Police Supervisors 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 re-opener 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:

CPSA 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 the work force performing those services in all respects subject to this MOU.

The City Manager and department heads have and will continue to retain exclusive decision making authority on matters not specifically and expressly modified by specific provisions of this Memorandum, and such decision making shall not be in any way, directly or indirectly, subject to the grievance procedure.

The exclusive rights of the City shall include, but are not 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

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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.

**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: \_\_\_\_\_

Jim Auck  
Unit Negotiator