

Tentative Agreement – March 2, 2022



# **CORONA SUPERVISORS ASSOCIATION**

## **MEMORANDUM OF UNDERSTANDING**

November 16~~June 5, 2021~~19 –  
December 31~~June 30, 2024~~1

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**ARTICLE I – RECOGNITION:**

~~WHEREAS, the City of Corona, California represented by its Management Negotiator (hereinafter referred to as City), and the Corona Supervisors Association, represented by themselves (hereinafter referred to as CSA), 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 CSA, as a result of meetings and discussions, have reached an understanding concerning certain said matters and have prepared a written memorandum of understanding (MOU) for submission to the City Council or the City of Corona for its determination.~~

~~NOW, THEREFORE, THE CITY AND CSA jointly submit the following:~~

**PREAMBLE**

~~The City of Corona (hereinafter referred to as “City”), and the Corona Supervisors Association, a recognized supervisory unit that represents employees (who with in this MOU shall be referred to as “Employees” or “Members”) in classifications set forth below in Appendix A (hereinafter referred to as “CSA”), have met and conferred in good faith regarding those matters provided for in Section 3500 *et seq.* of the California Government Code.~~

**ARTICLE I – TERM OF THE MEMORANDUM OF UNDERSTANDING**

~~The City and CSA agree that the term of this Memorandum of Understanding (“MOU”) shall be from November 16, 2021 to December 31, 2024. In the event an agreement is not completed for a new MOU prior to, June 30, 2024, the provisions of this MOU shall remain in force until the successor MOU is approved.~~

**ARTICLE II – BEGINNING OF NEGOTIATIONS:**

~~The City and members of CSA agree to meet for the purpose of beginning negotiations no later than two months prior to the expiration of this MOU.~~

**ARTICLE III - ASSOCIATION ACTIVITIES:**

**Section 3.1 - Association Dues ~~Check-Off and Hold Harmless Clause:~~**

~~The City will deduct dues from members of the Association and will remit it to the Association. It is the Association’s responsibility to inform the City’s Human Resources Department as to which members of the bargaining unit are members of the Association. The Association shall inform the Human Resources Department in writing of any changes in the membership status of any Association members.~~

~~If authorized in writing by a member by unrevoked assignment on file with the Human Resources Department 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 Human Resources Department 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 ~~thesaid~~ dues, etc. The ~~Associationexclusive 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 as a result of any action taken or not taken by the City under this provision.~~

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### **Section 3.2 - Use of City Equipment and Facilities:**

CSA will be allowed to use City office equipment for CSA business, subject to reasonable approval of the Employee Relations Officer (City Manager). Additionally, CSA will be allowed the use of City meeting rooms for membership meetings, as available.

### **Section 3.3 – Time for Processing Grievances:**

Members of the CSA’s 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 processing of grievances without loss of pay. ~~At the time a grievance is filed, an appropriate CSA Board member will be assigned for representation.~~

### **Section 3.4 – Preparation for Negotiations for a Successor MOU Meet and Confer:**

~~Beginning five months prior to the expiration of this MOU, up to seven CSA members will be permitted to use The City will provide up to two hours per month beginning five months before the end of this MOU for a specified seven members of CSA to prepare for negotiations for a successor MOU meet and confer activities.~~ A list of the seven members shall be provided to the Human Resources Department. ~~Additionally, p~~Permission ~~to for use~~ the ~~allocated~~ time shall be requested from ~~each employee’s~~ the appropriate department head and such permission shall be granted promptly unless ~~an such employee’s~~ absence would cause undue interruption of work.

### **Section 3.5 - Notification Regarding Reclassification:**

~~If the City reclassifies a classification in CSA thereby causing the classification to no longer be a supervisor, and therefore no longer appropriate for representation by CSA, the City will provide at least thirty (30) days written notice to CSA. In any case, when the City determines to reclassify the position classification of an Association member in a manner which will decrease the number of Association members who are represented or eligible for membership by CSA, City shall notify CSA in writing of the change at least thirty (30) days prior to the proposed effective date of the change.~~

### **Section 3.6 - Notification of Separation**

The City Human Resources Department will notify CSA of the separation of any member.

## **ARTICLE IV - BENEFITS:**

### **Section 4.1 – Tiers for Certain Benefits in this MOU**

Some of the benefits in this this MOU are provided per a tiered structure based on date of hire. There are four (4) tiers. Whenever there is a reference to a tier in this MOU, the particular tier is defined as follows:

Tier I – Employees hired as a full-time employee before January 1, 1999

Tier II – Employees hired as a full-time employee on or after January 1, 1999 through December 31, 2012

Tier III – Employees hired as a full-time employee on or after January 1, 2013 through November 13, 2017

Tier IV – Employees hired as a full-time employee on or after November 14, 2017

### **Section 4.21 - Deferred Compensation:**

All employees in the unit may open a deferred compensation account (per IRS Code section 457) and make pre-tax contributions into it up the maximum permitted by law based on their age. Employees may also make a contribution to a Roth IRA.

A. Employees in Tiers I, II, and III - Employees in Tiers I, II and III who set up a deferred compensation account, the City shall make a matching contribution into their deferred compensation account at the end of each quarter in an amount equal to that deposited by the employee, but not to exceed \$1,900.00 per calendar year. The City match contribution shall only be made to a single provider only and cannot be split between providers. Employees who do not open a deferred compensation account will not receive a city contribution.

B. Employees in Tiers II and III -Tier II and Tier III employees shall receive an additional City contribution into their deferred compensation account of \$150.00 per quarter. These employees must select one deferred compensation account provider into which this City contribution will be deposited.

C. Employees in Tier IV - While employees in Tier IV may open a deferred compensation account and make contributions to it, they are not eligible for any City contribution to their account.

~~The City shall deposit into the City of Corona Deferred Compensation Plan account of each member at the end of each quarter, based on the calendar year, an amount equal to that deposited by the member, not to exceed \$1,900 per year. This contribution will be paid to a single provider only; it cannot be split between providers.~~

~~Tier II and Tier III association members hired on or after January 1, 1999, shall receive an additional payment into their deferred compensation plan account of \$150.00 per quarter. The Association member must select one provider for this payment.~~

~~Tier II and Tier III members will receive an additional \$150.00 of Deferred Compensation per quarter which will be placed in a Retirement Healthcare Savings Account. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.~~

~~Employees may take out loans against their Deferred Compensation accounts 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.~~

~~Notwithstanding anything in this Section 4.1 to the contrary, the deferred compensation benefits described in this Section 4.1 (yearly match and quarterly contribution to deferred compensation plan and quarterly contribution to Retirement Healthcare Savings Account) shall not apply or be provided to Tier IV employees hired on or after November 14, 2017.~~

**Section 4.3 - IRS Section 125 Cafeteria Plan with Flexible Spending Accounts**

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as dependent care and medical expenses through flexible spending accounts ("FSAs"). The City has enabled employees to participate in a health care flexible spending account ("Health FSA") (which qualifies as a self-insured medical reimbursement plan under IRC section 105) and a dependent care flexible spending account under IRC section 129 ("Dependent Care FSA"). Employees are not required to participate in either FSA, but the City has provided employees with an opportunity to do so. A unit member who participates in either FSA, may submit claims for eligible medical or eligible dependent care expenses, accordingly, to be paid or reimbursed on a pre-tax basis. The taxable salary of the employee will be reduced by the amount an employee elects to direct to their Health Care FSA and/or Dependent Care FSA, up to the maximum limits permitted by law. Each year during open enrollment, Human Resources will notify employees of the maximum amount allowable.

An employee will have the opportunity to make such elections during open enrollment each year.

**Section 4.4 – Health Insurance:**

The City contracts with the California Public Employees’ Retirement System (CalPERS) for the provision of medical insurance. All employees in the bargaining unit shall receive the CalPERS statutory minimum (i.e., the amount required under the Public Employees’ Medical and Hospital Care Act (PEMHCA) which is \$149.00 for calendar year 2022 and a yet to be determined amount for subsequent calendar years).

The City contracts to provide Dental Insurance (currently with Delta Dental) with both an HMO and PPO plan option available for employees to choose.

The City contracts to provide Vision Insurance (currently with EyeMed) for employees to choose.

All employees in the bargaining unit shall receive the amounts below for the purchase of health insurance. This includes medical, dental and vision insurance. These amounts include the CalPERS statutory minimum as well as an additional amount provided under the City’s Section 125 Cafeteria Plan.

- (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.

Effective January 1, 2022, the amounts above will increase to the following:

- (1) \$773.17 per month for Members electing Employee only coverage;
- (2) \$1,546.10 per month for Members electing Employee plus one dependent coverage; or
- (3) \$2,048.39 per month for Members electing Employee plus two or more dependents coverage.

The City's provision of funds for health insurance is provided through the Cafeteria Plan. If an employee enrolls in a health benefits that cost more than provided above, they will be responsible for payment of any additional dollars for the benefits chosen.

#### 4.4.1 Medical Insurance Opt Out:

For the period of November 16, 2021 until March 25, 2022, the following are the opt-out amounts that would be provided to employees in the unit who opt-out of medical insurance

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

Effective March 26, 2022:

Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage as required by the ACA's Eligible Opt-Out Arrangement rules (below), employees shall be entitled to the following dollars in the first two pay periods each month in taxable cash, in lieu of the amount provided in Section 4.4 above:

- (a) \$300.00 (\$600 per month) for Employee + 2 or more dependents
- (b) \$200.00 (\$400 per month) for Employee + 1 dependent
- (c) \$100.00 (\$200 per month) for Employee Only

Employees who opt out of will receive the following Annual Leave through December 31, 2023: For Employee + 1 dependent – 3.45 hours per pay period. For Employee + 2 or more dependents – 3.86 hours per pay period. This leave shall be kept in a separate Annual Leave bank. For calendar year 2022, any leave remaining as of December 16, 2022 will be cashed out on the pay day that occurs on December 22, 2022. For calendar year 2023, any leave remaining as of December 29, 2023 will be cashed out on the pay day that occurs on January 5, 2024.

An employee who opts out will not receive the City's health insurance contribution in Section 4.4, but those employees who satisfy the Eligible Opt-Out Arrangement rules, will receive the amount in Section 4.4.1 (a), (b), or (c), as applicable based on an Employees number of dependents ("Opt-Out Amount"). The employee may choose to allocate any portion of the Opt-Out Amount toward dental and/or vision insurance premiums for enrollment in a City dental and/or vision plan, or take the Opt-Out Amount or any portion thereof in taxable cash. If the employee uses any portion of the Opt-Out Amount toward the City's dental and/or vision insurance, such payment will be pre-tax.

Pursuant to the Affordable Care Act (ACA) Employer Mandate “affordability” determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

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

In order to qualify for this election, the Member must meet all of the following requirements:

1. An employee who opts out of medical insurance must sign a waiver of City offered medical insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered medical insurance coverage; and
2. Sign a statement acknowledging that the Employee and the Employee’s eligible dependents will not be allowed to re-enroll in the medical 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 reenrollment. However, in the event of a COBRA “qualifying event” such Employee 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 an employee who is currently opting out fails to make an election for opt out during open enrollment, the employee will be enrolled in a medical insurance plan, lowest cost employee only plan. This default allocation shall not be subject to change.

#### **Section 4.2 – Insurance:**

##### **4.2.2 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, 1999 (“**Tier I Employee**”) to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. Effective January 1, 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. 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) — Tier II Employees: The City agrees to provide a Medical Allowance to Members hired on or after January 1, 1999 (“Tier II Employee”) to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective January 1, 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.~~

~~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.~~

~~Subject to the limitations set forth below, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any (“Medical Difference”), 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 as follows:~~

- ~~(1) — \$350 per month for Members entitled to and electing Employee only coverage;~~
- ~~(2) — \$700 per month for Members entitled to and electing Employee plus one dependent coverage; and~~
- ~~(3) — \$950 per month for Members entitled to and electing Employee plus two or more dependents coverage.~~

Effective the first full pay period following June 5, 2019, no Medical Allowance shall be provided to any member of CSA and, thereafter, 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.

(C) ~~Tier III Employees:~~ The City agrees to provide, effective July 1, 2013, a Medical Allowance to Members hired on or after January 1, 2013 ("**Tier III Employee**"), to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective January 1, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to 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 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 Maximum Allowance.

(D) ~~Tier IV Employees:~~ The City agrees to provide a Medical Allowance to Members hired on or after November 14, 2017 ("**Tier IV Employee**"), to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective November 14, 2017, 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) \$473.46 per month for Members electing Employee only coverage;
- (2) \$946.92 per month for Members electing Employee plus one dependent coverage; or
- (3) \$946.92 per month for Members electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, the Medical Allowance for Tier IV Employees 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.~~

~~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.~~

~~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.~~

#### 4.2.3 Medical Insurance Opt Out:

~~Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance, a Member may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule:~~

~~Prior to January 1, 2018~~

- ~~(a) — \$770.00 for Employee + 2 or more dependents~~
- ~~(b) — \$592.00 for Employee + 1 dependent~~
- ~~(c) — \$296.00 for Employee Only~~

~~Effective January 1, 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 reenrollment. 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.~~

#### Section 4.5 – Retiree Medical Insurance:

A. Tier I Retirees: For Tier I Retirees the City shall pay a medical insurance premium equal to or less than the monthly premium for the second highest (in cost) PERS family plan at the PERS-designated classification for Riverside County (currently Region 3) and the Medicare Part B cost once enrolled in Medicare (which is done by CalPERS at age 65). The payment for medical is actually deducted from the employee’s retirement check and the City then reimburses the employee for the cost.

If a Tier 1 retiree enrolls in the highest cost medical plan, they will be responsible for payment of the premium between the second highest and highest cost plan.

Tier 1 lifetime health benefits will not be revoked or negotiated away by future members of management, union representatives or City Councils.

B. Tier II, III and IV Retirees: These employees who retire from the City of Corona and enroll in a medical plan offered through PEMHCA shall have the City pay the CalPERS annual statutory minimum (toward their retiree medical benefit). These employees will be responsible for paying the remainder of any premiums for medical plans to which such employees (who will then be retirees) enroll. The City will not reimburse Tier II, III and IV Retirees for premiums paid to Social Security for health insurance through Medicare.

#### 4.2.4 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, 1999, 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~~

~~(B) 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 hereby affirms its intent to protect the retirement health benefits of Tier I Retirees, who remain continuously employed by the City. These Tier 1 Retirees shall be entitled to a Premium Payment equal to (1) the Base Contribution Rate payable to CalPERS and (2) the Reimbursement, for the purpose of purchasing health coverage offered through PEMHCA for the Tier I Retiree and his or her eligible dependents. 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).~~

~~Affirm 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, union representatives or City Councils.~~

~~Tier II, Tier III and Tier IV Retirees: Members hired on or after January 1, 1999, who retire from the City of Corona under the CALPERS system ("~~Tier II, III and IV Retirees~~"), 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.~~

#### 4.5.1 Tier I Retiree Health Alternative:

In lieu of receiving the ~~City's retiree medical benefit in Section 4.5 above~~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, ~~Tier~~ III and ~~Tier~~ IV Retirees shall not be eligible for this alternative.

#### 4.2.5 Family Medical Leave Act / California Family Rights Act:

~~The City will pay to PERS the medical insurance premiums normally paid on behalf of that member, for up to 12 weeks, when a member qualifies for an unpaid leave of absence in compliance with the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).~~

#### 4.2.6 Medicare Contribution:

~~The City agrees to pay the Association member's portion of the mandatory Medicare Contribution of 1.45% for all Association members.~~

#### 4.2.7 Short-Term Disability Insurance:

~~The City shall provide a short-term insurance plan to each association member, 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 55% of basic monthly earnings less other income benefits.~~
- ~~90-day benefit period (Includes 7-calendar day benefit waiting period).~~
- ~~Monthly maximum benefit of \$10,000.~~
- ~~Ability to utilize annual 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.**~~

~~Leave under this section shall be administered in accordance with administrative policy 200.40, Leave of Absence under the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability.~~

#### **Section 4.6 – Retirement Healthcare Savings Account**

~~Unit members in Tiers II and III shall receive a quarterly payment of \$150 to the Nationwide Retirement Healthcare Savings Account.~~

#### **Section 4.7 – Short-Term Disability Insurance Plan:**

~~The City shall provide a short-term disability insurance plan (provided by an outside carrier) to each employee in the unit who, due a medical condition, qualifies for benefits under the plan. This plan shall contain the following provisions:~~

- ~~Benefit level shall be 55% of base monthly earnings (i.e., each month the employee shall earn 55% of their base hourly rate for all hours scheduled in the month)~~
- ~~90-calendar day benefit period (Includes 7-calendar day benefit waiting period before benefits are provided).~~
- ~~Monthly maximum benefit of \$10,000.00~~

~~Employees may use accrued Annual Leave to supplement payments received by the plan. However, employees may not receive more than 100% of their regular wages.~~

~~The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.~~

~~To the extent that an employee's leave of absence while receiving short-term disability insurance also qualifies as qualifying leave per the Family and Medical Care Leave Act, the California Family Rights Act of per the California Pregnancy Disability Leave, the leave will run concurrently with those Acts and employees will receive the benefits of those Acts.~~

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

~~NOTE: It is the intent of the City of Corona to fully comply with the Family and Medical Leave Act of 1993 and California Family Rights Act of 1995. Nothing in this agreement is intended to restrict Association members' rights under either Act.~~

~~The City shall provide a long term insurance plan to each association member, 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;~~
- ~~• Maximum monthly benefit (\$10,000.00)~~
- ~~• Elimination Period (Waiting period): 90 days~~
- ~~• Ability to utilize annual 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.**~~

#### Section 4.8 – Long-Term Disability Insurance Plan:

The City shall provide a long-term disability insurance plan (provided by an outside carrier) to each employee in the unit, who, due a medical condition, qualifies for benefits under the plan. This insurance plan shall contain the following provisions:

- Benefit level shall be 66 2/3% of base salary monthly earnings (i.e., each month the employee shall earn 66 2/3% of their base hourly rate for all hours scheduled in the month)
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days

Employees may use accrued Annual Leave to supplement payments received by the plan. However, employees may not receive more than 100% of their regular wages.

The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

#### 4.2.9 Life Insurance & Accidental Death and Dismemberment:

~~The City shall provide life insurance coverage for Association members equal to five and one-half times the member's annual basic earnings to a maximum of \$750,000. The City shall provide accidental death and dismemberment policy in an amount up to the Association members (potential) life insurance benefit.~~

~~Association members should refer to the carrier's Certificate of Coverage for details.~~

~~**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.**~~

#### Section 4.9 – Life Insurance & Accidental Death and Dismemberment Insurance Plans:

The City shall provide life insurance coverage for unit members equal to five and one-half times the member's annual basic earnings up to a maximum of \$750,000.

The City shall provide unit members with an accidental death and dismemberment policy in an amount equal up to the member's' (potential) life insurance benefit - five and one-half times the member's annual basic

earnings to a maximum of \$750,000.

The carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of both the life insurance and accidental death and dismemberment policy.

4.9.1 Retiree Life Insurance: The City shall provide a Life Insurance policy ~~in the amount of~~ \$50,000.00 to all employees, ~~for~~ in Tiers, I, II, and III, who retire from the City ~~of Corona~~. This ~~Life Insurance~~ Policy shall remain in force until the retiree reaches the age of 70.

#### **Section 4.10 – 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.

#### **Section 4.11-- Fitness for Duty Examinations**

An employee may be required to participate in a fitness for duty medical examination with City physician if a determination is made that the examination is job-related and consistent with business necessity. The examination may only be requested by the department head, with the approval of the Human Resources Department. Such an examination will only be required if it is determined based on objective evidence that the employee is having difficulty performing their job.

#### **Section 4.12 - Medicare Contribution:**

The City shall pay the employee's Medicare contribution of 1.45% of salary.

#### **Section 4.13 - ~~Public Employees Retirement System (CalPERS):~~**

The City contracts with CalPERS for retirement benefits. The definitions of "new member" and "classic member" are set forth below.

##### **A. For "Classic Member" Employees**

1. Retirement Formula: The City contracts with CalPERS to provide the 2.7% at 55 retirement formula set forth in California Government Code Section 21354.5.
2. Single Highest Year: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which "classic member" employees in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.
3. Payment of Employee/Member Contribution: Classic Members pay eight percent (8%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

##### **B. For "New Members" As Defined By the Public Employees' Pension Reform Act of 2013 (PEPRA)**

1. Retirement Formula: Unit members who are defined as “new members” under the PEPRA, are covered by the 2% at 62 formula provided for by the Public Employees’ Retirement Law at Government Code section 7522.20(a).
2. Retirement Benefit Calculation Period: For unit members defined as “new members” under the PEPRA such employees’ final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount is determined by CalPERS each year in its annual valuation. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

### C. Additional Optional Benefits for All Employees

The following list of optional benefits is listed here in the MOU for the convenience of the parties to reflect what is currently in the City’s contract with CalPERS. It is the City’s contract with CalPERS and the Public Employees’ Retirement Law that determines the application of these benefits to members of the Association.

1. 1959 Survivor's Benefit: The City’s contract with CalPERS provides Level 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574. Employees pay the employee premium for this benefit and the employer cost for the difference between the Level 3 and Level 4 survivor benefits.
2. Pre-Retirement Option 2W Benefit: The City’s contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
3. Military Service Credit: The City’s contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
4. Cost of Living Allowance: The City’s contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
5. Retired Death Benefit: The City’s contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
6. Two Years Additional Service Credit: The City’s contract with CalPERS provides the Additional Service Credit (Golden Handshake) – Two Years Additional Service Credit as set forth in Government Code section 20903.
7. Two Years Additional Service Credit: The City’s contract with CalPERS provides the Public Service” – Layoff Period – as set forth in Government Code section 21022. All associated costs are borne by the member electing to purchase the service credit.

8. Post Retirement Survivor Allowance: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code sections 21624, 21626, and 21628.
9. Post Retirement Survivor Allowance to Continue after Remarriage: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code section 21635.
10. Pre-Retirement Death Benefits to Continue after Remarriage of Survivor: The City's contract with CalPERS provides the Pre-Retirement Death Benefits to Continue after Remarriage of Survivor as set forth in Government Code sections 21551.
11. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

**D. Definitions of "New Member" and "Classic Member per the Public Employees' Pension Reform Act of 2013 – PEPRA**

The parties acknowledge that the PEPRA controls over definitions such as "new member" and "classic member" and put their understanding of the definitions in their MOU for informational purposes so that employees understand their retirement benefits.

**New Member**

Government Code section 7522.04(f) defines "new member" as follows:

(f) "New member" means any of the following:

- (1) An individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who was not a member of any other public retirement system prior to that date.
- (2) An individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date, but who was not subject to reciprocity under subdivision (c) of Section 7522.02.
- (3) An individual who was an active member in a retirement system and who, after a break in service of more than six months, returned to active membership in that system with a new employer.

**Classic Member**

CalPERS refers to all members who do not fit the definition of new member as a classic member.

The City agrees to provide a retirement plan provided through the California Public Employees Retirement System (CalPERS). This plan will provide the following:

4.3.1 Formula and Contribution Rates for CalPERS "Classic" Members, as defined in the California Public Employees' Pension Reform Act of 2013 ("PEPRA");

~~Formula: 2.7 % at Age 55 CalPERS Benefit Formula—Local Miscellaneous Member (Government Code § 21354.5), effective July 1, 2004.~~

~~Member contribution rates: “Classic” members of CalPERS shall pay the eight percent (8%) normal member CalPERS contribution.~~

~~Classic members of CalPERS may purchase CalPERS service credit for military service, service prior to membership, etc. at their sole and entire expense, in accordance with Government Code § 21024.~~

~~4.3.2 Formula and Contribution Rates for CalPERS “New” Members, as defined in PEPR:~~

~~Formula: 2% at age 62 CalPERS Benefit Formula—Local Miscellaneous Member.~~

~~Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the cost of the 2 percent at 62 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 percent at 62 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform 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.~~

~~4.3.3 Additional Benefits:~~

- ~~• § 20042 “Final Compensation”—One Year—Local Member  
Final Compensation determined by “Highest Single Year of Service”  
\*For CalPERS Classic Members only~~
- ~~• § 20037 Final Compensation — 3 Years  
\*For CalPERS New Members only~~
- ~~• § 20903 Additional Service Credit (Golden Handshake)—Local Member Two Years Additional Service Credit~~
- ~~• § 21022 “Public Service”—Layoff Period—Local Member (Any and all associated costs are borne by the member electing to purchase the service credit)~~
- ~~• § 21024 “Public Service”—Military Service—Local Member Military Service Credit as Public Service (Any and all associated costs are borne by the Member electing to purchase the service credit)~~
- ~~• § 21548 Pre-Retirement Option 2W Death Benefit (Benefit to be provided commencing the first full pay period after September 7, 2013)~~
- ~~• § 21574 1959 Survivor Allowance—Fourth Level—Local Member  
The City will authorize an increase of the PERS 1959 Survivor Benefit from Level Three to Level Four effective February 4, 2006, with the difference in costs to be paid by the Association member (contingent on PERS contractual requirements)~~

- ~~§ 22825.6~~ ~~Medical contribution for Retirees~~
- ~~§ 21635~~ ~~Post Retirement Survivor Allowance to Continue After Remarriage~~
- ~~§ 20503~~ ~~Removal of Contract Exclusions Prospectively Only~~
- ~~§ 21551~~ ~~Pre-Retirement Death Benefits to Continue After Remarriage of Survivor~~
- ~~§ 20055~~ ~~Prior Service~~
- ~~§ 21329~~ ~~2% Annual Cost-of-Living Allowance Increase~~
- ~~§ 21620~~ ~~\$500 Retire Death Benefit~~

~~Effective June 30, 2009, the City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628) to Association members (Re-opener contingent on State legislation pertaining to PERS retirement benefits).~~

#### **Section 4.14 - Tuition Reimbursement:**

The City recognizes the value of an educated workforce and encourages employees to pursue higher education. This Section provides reimbursement to unit members for tuition and textbooks for job-related college courses leading to a job-related degree or certificate. Employees shall use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Section 4.14, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse Members for the costs described in Section 4.14.2 up to a lifetime maximum amount of \$10,000 per employee (“Lifetime Maximum”).

##### 4.14.1 Pre-Approval:

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

##### 4.14.2 Reimbursable Costs:

The costs eligible for reimbursement are limited to tuition and books required for the course. Supplies, optional textbooks, mileage on the employee’s car, parking fees, lab fees, student fees, health fees, all other fees and costs are not reimbursable.

##### 4.14.3 Administration:

A unit member who voluntarily leaves employment with the City within one year of receiving a reimbursement per this Section shall be required to repay the City for any reimbursement received for during the 12 months preceding the employee’s termination date.

#### 4.14.4 Procedure:

1. 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 shall be submitted through the employee's Department Head for recommendation and to the Human Resources Department for approval. The Human Resources Department shall review and pre-approve requests for job relatedness and its decision shall be final.)
2. Subject to 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.
3. 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.
4. 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.
5. 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.
6. City vehicles shall not be used transportation to and from courses.

~~The City of Corona recognizes the value of an educated workforce and encourages Association members 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. This is a plan in which the City participates with the Association member in financing specific job-related courses leading to an appropriate degree or certificate. Association members are to use their off-duty hours in the pursuit of higher education.~~

~~Subject to satisfaction of all criteria set forth in this Section 4.4, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse Members for the costs described in Section 4.4.2 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 November 13, 2017, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.~~

#### ~~4.4.1—Pre-Approval:~~

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

#### ~~4.4.2—Reimbursable Costs:~~

~~The costs eligible for reimbursement are limited to tuition and books. The time invested in the~~

~~pursuit of education is the Association member's responsibility and the City shall not be responsible for any compensation or reimbursement not delineated in this policy.~~

#### ~~4.4.3—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.~~

#### ~~4.4.4—Procedure:~~

~~1.—Reimbursement will be for formal education completed through an accredited college or university that leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from Human Resources 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 Association member'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).~~

~~Only those Association members currently employed will be reimbursed under this policy.~~

~~2.—Subject to the Fiscal Year Maximum and the Lifetime Maximum, the City will reimburse eligible Association members for completion of job-related formal education leading to a job-related degree or certificate at a rate equivalent to the California State Universities fee schedule for tuition. The cost of required textbooks will be reimbursed, also subject to the Fiscal Year Maximum and the Lifetime Maximum.~~

~~3.—An Association member 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.~~

~~4.—Upon satisfactory completion of the course, Association member 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.~~

~~5.—Association members 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.~~

~~6.—City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an Association member's personal vehicle for transportation to and from these courses.~~

#### **ARTICLE V - HOLIDAYS:**

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## Section 5.1 - Holiday Schedule:

All unit members shall observe the following holidays. The following Holidays are established and shall be observed by all Association members:

1. January 1st , New Year's Day
2. Third Monday in January, Martin Luther King Jr. Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
- 4.5. Juneteenth – June 19
- 5.6. July 4, Independence Day
- 6.7. First Monday in September, Labor Day
- 7.8. November 11, Veteran's Day
- 8.9. 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 How holidays are observed and paid:

Employees in the unit work either "with regard to holidays" or "without regard to holidays". Employees who work "with regard to holidays" have holidays off and employees who work "without regard to holidays" work in positions where the employee is required to work on a holiday.

Employees who work with regard to holidays: (Employees in all classifications, except those listed below)

All holidays in the above list will be observed on the actual day of the holiday except for holidays that occur on a Sunday. For holidays that occur on a Sunday the observed day shall be the following Monday. If July 4<sup>th</sup> falls on a Sunday and an employee wishes to treat July 4<sup>th</sup> as the holiday (as opposed to the following Monday July 5<sup>th</sup>), the rules will apply to July 4<sup>th</sup> and the employee would need to use Annual Leave to cover July 5<sup>th</sup>.

If the observed holiday falls on an employee's regular workday, and the employee does not work on that day, they shall be paid for their regularly scheduled hours, up to ten hours. For employees who work schedules in excess of ten (10) hours per day, they can use annual leave to be paid for the hours above ten (10) hours on a holiday. Employees without such leave will only be paid for ten hours for the holiday.

If the employee is required to work on a holiday due to an emergency or other unintended event, (whether it is their regularly scheduled workday or day off) the employee shall be paid time and one-half for all hours worked, plus accrue 10 hours of Annual Leave.

For holidays that fall on the employee's regular day off, employees shall accrue Annual Leave hours equal to the number of hours of their regular shift, up to a maximum of ten (10) hours per day. These Annual Leave hours may be used by the employee (including employees on their initial probationary period) as Annual Leave.

Employees who work without regard to holidays. Employees who work as Public Safety Dispatch Supervisors:

For employees who work "without regard to holidays", a holiday will be observed on the actual dates above. Since those employees typically work on a holiday, the employee shall be paid time and one-half for all hours worked on the holiday, plus receive pay for 10 hours in lieu of holiday leave.

If the holiday falls on the employee's regular day off, the employee shall accrue 10 hours of Annual Leave.

If the holiday falls on the employee's regular workday but employee does not work on that day, then the employee will be paid for their regular shift, up to 10 hours. If the employee's regular shift is longer than 10 hours the employee may supplement Annual Leave to receive a full paycheck for that day.

#### Rule Applicable to All Employees Whether They Work With or Without Regard to Holidays

An employee is deemed to "work" on the day their shift starts. For example, if the holiday falls on Thursday, an employee working a shift that begins Wednesday night and ends on Thursday morning is not considered to work on the holiday; however, an employee whose shift begins Thursday night and ends Friday morning is considered to work on the holiday.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the additional compensation paid to employees who are normally required to work on holidays because they work positions that require scheduled staffing without regard to holidays shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) as a "Holiday Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

~~Shift employees shall observe Holidays on their actual occurrence. A "shift employee" is an Association member that usually rotates working hours and days on different "shifts" throughout the year. A shift employee may remain on the same schedule or change schedules at different times during the year. Shift employees are found only in departments that work more than one shift during a 24-hour period.~~

#### **Section 5.2 – Annual Leave Accrual Rates for Holidays:**

~~Association members under his section shall observe the Holiday or shall accrue eight (8) hours if the~~  
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Holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a "Holiday" is eight (8) hours.

**Section 5.3 – Overtime Compensation for Holidays:**

Association members who work a Holiday that falls on a regularly scheduled workday or non-work day shall be compensated at time and one-half for hours actually worked on the holidays designated in this section and shall accrue eight (8) hours of Annual Leave. Hours worked at time and one-half will be considered in addition to the Association member's regular hours.

**ARTICLE VI – LAYOFF PROCEDURE REDUCTION IN WORK FORCE:**

An employee could be subject to lay off for lack of work, budgetary reasons, technological changes or other City actions that necessitate a reduction in the work force. This Article will address the layoff procedures the City will follow.

**Section 6.1 – Layoff Policy:**

For purposes of this Article VI, "non-safety supervisory persons" shall mean an Association member who:

Holds the title of "supervisor" or the equivalent; or

Supervises at least two other full-time employees in their daily functions; or

Evaluates the performance of and effectively recommends the disciplinary action of two or more full-time subordinate employees.

"Position Classification" within a department shall be determined by salary range and title without reference to job description. Whenever it becomes necessary for economic reasons to reduce the number of non-safety supervisory persons in the employ of the City of Corona, the process cited below shall be applied:

**Section 6.1 - Order of Layoff Separation:**

No regular full-time ~~unit Association~~ member shall be ~~laid off~~~~separated~~ from any department while there are any non-regular employees (not including federally funded) serving in the same ~~position~~ classification in the ~~same~~~~affected~~ department. In each department in which there is to be a ~~layoff~~~~reduction in force~~, ~~employees~~ ~~Association members~~ shall be ~~laid off as follows:~~~~terminated based upon the following:~~

1. \_\_\_\_\_ A listing shall ~~first~~ be ~~created~~~~compiled~~ of the ~~employees~~ ~~Association members~~ in the affected classification (in the same department) based upon years of service in the classification with the least senior employee at the top of ~~heading~~ the list. If there is just one employee in this classification, this is the employee subject to layoff. If there is more than one employee in the same classification in the department, the order of layoffs will be based on seniority in the classification. The listing then shall be divided into subcategories in such a manner that each subcategory shall include only those with a length of service difference of not more than two years; again with the least senior heading the list.

3. ~~Within each subcategory, Association members are listed by length of service in the class. Then the most proficient Association members are placed at the top of the subcategory and the least proficient Association members are placed at the bottom.~~
4. ~~Association members in the first subcategory must be laid off before Association members listed in the second category, etc.~~
5. ~~Within each subcategory Association members are listed by length of service in the class. Then the most proficient Association members are placed at the top of the subcategory and the least proficient Association members are placed at the bottom.~~
6. Association members are laid off by the rank order established.

~~Department Heads shall determine the proficiency of Association members evaluating affected Association member's job performance, interpersonal skills, supervisory skills, technical skills and certifications.~~

**Section 6.2 - Bumping Rights:** ~~The Association member laid off shall be entitled to displace to a position in a class in which he/she formerly held an appointment and in which there is an Association member with less seniority in service in the class and if physically and mentally able to perform the duties of the former class.~~

~~An employee subject to layoff shall be entitled to bump to a position in a classification they previously held if they have more overall City seniority in such classification (which includes time in the previous held classification and time in class as a supervisor) and held regular status (i.e., they passed probation) in such classification. The employee seeking to bump must meet the current minimum qualifications for the classification into which they seek to bump and be capable of performing the duties of the classification. The bumped employee shall be laid off unless they have the ability to bump another employee subject to the same requirements of the initial employee who was able to bump. The Association member displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to displace a position and class in which he/she formerly held a position. In cases of equal seniority, the more proficient Association member shall be retained.~~

~~Time in position as a supervisor shall be counted as time in service in the class.~~

### **Section 6.3 - Notice of Layoff:**

Each ~~unit~~Association member laid off shall be given written notice of layoff not less than one month prior to the effective date, or shall be paid severance ~~pay in the amount~~ of 160 hours ~~at the employee's base hourly rate (equating to one month)~~ and shall be advised of ~~their~~ reemployment ~~rights~~status. Employees who have accrued Annual Leave will ~~and/or Compensatory time~~be paid off for their accrued annual leave on their final check.

~~For the purpose of pay and benefits, all remaining entitlements left as of the date of separation shall be paid out to the employee on their final check. This applies specifically to Frozen Sick (in accordance with the provisions in section 7.2 of this MOU), Annual Leave, and /or Compensatory time (as applicable). Association members laid off or having used bumping rights shall be placed on a reemployment list for the classification held at the time of reduction. The reemployment list shall be maintained with the Association member with the greatest service in the class at the top of the list and others in order of service following.~~

### **Section 6.4 - Reemployment:**

~~Association members~~ Laid off employees or those who having used bumping rights shall be placed on a reemployment list for the classification they held at the time they were laid off ~~of reduction~~. If more than one employee in the classification (in the same department) is on the reemployment list, the employee with the greatest seniority in the classification shall be at top of the list. The remainder of employees on the list shall be on the list in the order of their seniority in the classification. The reemployment list shall be maintained with the Association member with the greatest service in the class at the top of the list and others in order of service following. The reemployment list shall exist for two (2) years at which time it will expire.

If a vacancy occurs in the classification in the affected department from which the employee was laid off ~~exists~~, an employee on the reemployment list shall be offered the position. ~~the appointing authority shall appoint from the reemployment list.~~ When If there is more than one employee ~~Association member~~ on the reemployment list, the City shall select the employee with the most seniority in the classification. ~~the appointing authority shall select from the top two, or if appropriate, three, using seniority and performance evaluation to guide selection and appointment.~~ Any employee offered reemployment from the reemployment list must respond to the offer within fourteen (14) calendar days of the offer being made, and be available to report to work within thirty (30) calendar days. An employee who is offered a position off the reemployment list who fails to respond within fourteen (14) days or is unable to report to work with thirty (30) days shall be removed from the list. If no former ~~unit~~ Association member on the list decides to accept ~~reemployment~~, the list shall expire at that time ~~be declared void, and in no case shall be valid for more than two (2) years.~~

An employee who has been laid off and is re-employed within two (2) years from the effective date of their layoff shall be entitled to:

1. Restoration of seniority accrued prior to layoff.
2. The same Annual Leave accrual rate that was in effect prior to layoff.
3. Placement on the salary range at the same location held prior to layoff if the employee is reinstated to the same job classification from which they were laid off.

If the person who is re-employed had not satisfactorily completed the required probationary period in the classification prior to layoff, they shall serve a probationary period upon re-employment.

#### 6.1.1 Reduction in Work Force:

The President and Vice President of the Corona Supervisors Association shall be exempt from layoff during the term of this agreement.

### **Section 6.52 - Furlough:**

The City shall not reduce an employee's ~~No reduction of work hours (i.e., furlough) shall be instituted~~ without first meeting and conferring with the CSA ~~bargaining representatives~~. If the City proposes to reduce any employee's hours, CSA will promptly meet and confer with the City.

**ARTICLE VII -- ANNUAL LEAVES:**

**Section 7.1 -~~Definition Annual Leave:~~**

7.1.1 Annual Leave — Program Definition:

Annual Leave is compensated absence, ~~which replaces former Vacation and Sick Leave plans,~~ for ~~those eligible Association members~~ employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation. ~~Special reference to Workers' Compensation is noted in Item 7.1.8. Special reference to Tier I Annual Leave calculations in Section 7.2.12.~~

**Section 7.2 - Accrual of Annual Leave Hours:**

7.2.1 Full-time ~~Employees Association members:~~ Each biweekly pay period, Annual Leave hours earned are posted to the account of each full-time employee eligible Association member. ~~Association members shall accrue Annual Leave based on the as following formula:~~

<u>Years of Service With The City</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
1-5 years	7.69 hrs.	200 hrs.
6-8 years	8.31 hrs.	216 hrs.
9-15 years	9.23 hrs.	240 hrs.
16 or more years	10.77 hrs.	280 hrs.

The above chart shall be interpreted as follows: completion of one year of service to completion of five years of service is the first level. Beginning of the sixth year to completion of the eighth year is the second level. Beginning of the ninth year to completion of the fifteenth year is the third level. The fourth level starts at the beginning of the employee's sixteenth year.

Employees promoted into CSA who have one or more years of service with the City shall accrue Annual Leave based on their years of full-time service with the City, not based on time in service in a CSA classification.

~~Hours Accumulated During Leave: Total Annual Leave granted may not exceed the amount posted to an Association member's account as of the last day worked preceding leave. Annual Leave credits will continue to be added to the Association member's account while the Association member is on paid leave.~~

Employees will continue to accrue Annual Leave while the employee is on any paid leave in a workweek, but do not accrue Annual Leave if on an unpaid leave for the entire pay period.

7.2.2 Annual Leave ~~d~~During the First Year of Service with the City:

~~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 Association member. 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.~~

~~For probationary employees employed less than one full year with the City, they shall accrue Annual Leave as follows:~~

~~During their initial probationary period, they shall accrue Annual Leave as Probationary Sick Leave at one-half the rate of a 1-5 year full time regular employee. They shall accrue the one-half of the Annual Leave at the rate of a 1-5 year full time regular employee as Annual Leave.~~

~~When the employee completes one year of service, any hours that the employee has accrued as Probationary Sick Leave shall be rolled into their Annual Leave account and their Probationary Sick Leave account will be eliminated.~~

~~At six (6) months, the probationary employee may request up to one week of “Advanced Annual Leave” for vacation purposes with the permission of their supervisor.~~

~~If an employee’s probation is extended, even though still on probation, once they are employed for one year they will accrue Annual Leave per the chart above as an employee who has completed one year of service.~~

#### ~~7.1.2 Regular Status Upon Completion of Probation:~~

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

#### ~~7.1.3 Unpaid Leave:~~

~~During any period of unpaid leave of forty (40) hours or more, Annual Leave hours are not earned.~~

#### ~~7.1.4 Maximum Accumulation:~~

~~As of December 31<sup>st</sup> of each year, an Association member shall have no more than a maximum of 584 hours of Annual Leave.~~

~~Annual Leave hours in excess of 584 hours will be converted to the monetary equivalent and placed in a Retirement Healthcare Savings Account on the employee’s behalf. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.~~

### **Section 7.3 – Use of Annual Leave Usage:**

~~a. Association members must use at least forty (40) hours of Annual Leave during each calendar year.~~

~~b. Department heads are responsible for arranging leave schedules so that adequate personnel are available to carry on necessary City work.~~

- ~~c. When practicable, Association members should be permitted to schedule annual leave at times most acceptable to the Association member. In large departments, the choice of vacation times should be arranged accordingly to seniority or some equitable method.~~
- a. Employees schedule Annual Leave for themselves by submitting requests to use their Annual Leave. Department Heads or their designees responsible for approving Annual Leave being requested in advance (as opposed to it being used for illness and injury where advance notice is not possible) shall grant the request if it is operationally feasible (i.e., services can still be provided without the employee) to do so. In each department, selection of vacation (i.e., when employees can use Annual Leave for vacation) shall be made using a process that is fair to the employees. This can include seniority or some other equitable method.
- b. Association members 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 designee may require the Association member to furnish satisfactory evidence justifying any such request. Employees who use Annual Leave time for illness or injury (i.e., like sick leave) are required to call into their supervisor at least 30 minutes prior to the start of their shift to inform the supervisor that the employee will not be coming to work that day. If the employee is unable to reach their supervisor by phone, the employee is required to send a text message or email to the supervisor that they are using Annual Leave as sick. The employee's department head or designee may require the employee to furnish satisfactory evidence justifying the use of Annual Leave used as sick leave. This may, for example, include a doctor's note.
- c. An employee who files a workers' compensation claim where the question of industrial causation is delayed or the claim is not accepted by the City, may use their Annual Leave for the time they are unable to work because of their injury or illness. If the claim is accepted, the annual leave the employee used will be restored to their account.
- d. An employee may not use more Annual Leave than they have accrued on the day prior to its first use.
- e. Employees may use Annual Leave for the illness of a family member as described in Labor Code section 233 – child, parent, spouse, registered domestic partner, sibling, grandchild or grandparent as well as for family emergencies.
- d. 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 Association member's return to duty following illness or injury is subject to the approval of the Human Resources Department based upon medical information supplied by the Association member's physician and/or the City's examining physician.
- e. Annual leave may be used to supplement short and long term disability payments.

7.1.5 Annual Leave – Workers Compensation:



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

#### **Section 7.4 – Cash Out or Conversion of the Value of Annual Leave**

There are three situations described below when an employee may have their Annual Leave cashed out or converted to deferred compensation or their Retirement Health Savings Account (RHS) by the City. All Annual Leave cashed out or converted to deferred compensation or RHS in this section will be valued at employees' base hourly rate of pay for employees in Tiers II, III and IV, and base hourly rate of pay plus the 3% Longevity Pay for employees in Tier I.

##### 7.4.1 Maximum Accrual of Annual Leave – Conversion above 600 Hours:

On the last day of the last pay period that ends in each calendar year, if an employee has accrued more than 600 hours of Annual Leave, the Annual Leave hours in excess of 600 hours will be converted to the monetary equivalent as described in Section 7.4 and the employee shall have the following choice:

- 1) to have the dollar value placed in the Nationwide Retirement Healthcare Savings Account on the employee's behalf; or
- 2) to have the dollar value placed in the employee's deferred compensation account (set up per IRS code section 457) or Roth IRA up to the maximum permitted by law. Any employee who chooses this option must advise Human Resources no later than December 1 each year. If the employee does not advise the City of this option by December 1, the value of the excess Annual Leave will be placed in the employee's RHS account.

For employees who have informed the City that they will be retiring at the end of the calendar year, they will have the option to allow the hours above 600 to be converted to the RHS or have the hours above 600 subject to section 7.4.2.

##### 7.4.2 Separation from the City:

Employees separating from the City have the following options regarding their accrued Annual Leave.

1. Employees can be paid (as taxable wages) for their accrued Annual Leave as described in Section 7.4.
2. Employees may make an irrevocable election prior to the first day of the month of separation to contribute accrued Annual Leave to the employee's account provided under the City's 457(b) deferred compensation plan or Roth IRA. 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. If an employee chooses this option, any accrued Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.

3. Employees may also receive any amount of the value of their accrued Annual Leave as taxable cash with the remainder going into their deferred compensation account, up to the maximum amount permitted under the IRS Code.

#### 7.4.3 Annual Leave Cash Out:

For Fiscal Year 21-22 employees will be able to cash out leave as provided for in the parties' prior MOU. For the period of July 1, 2022 through December 31, 2022, employees may make an irrevocable election (by June 15, 2022) to cash out up to 80 hours of Annual Leave that will be earned between July 1, 2022 and December 31, 2022. The employee can elect to receive the cash out one week after the pay day for the pay period that includes December 1.

On or before the pay period which includes December 15 (the first year being 2022) of each calendar year, an employee may make an irrevocable election to cash out up to 160 hours of Annual Leave that will be earned in the following calendar year. The employee can elect to receive the cash out in the one week after the pay day for the pay period that includes December 1.

In addition to the above, starting in calendar year 2022, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Chief Talent Officer for a payoff of accrued flex leave. The amount of Annual Leave which may be cashed out is limited to the amount necessary to meet the emergency. If there is an unforeseen emergency, an employee can cash out Annual Leave earlier in the year than described above.

#### 7.4.4 Donating Annual Leave

Employees may donate annual leave to their fellow employees per requirements of the City's Voluntary Donation of Annual Leave Policy.

##### 7.1.6 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 employee's base rate as of the last full pay period of the Buy-Back Period. Notwithstanding anything in this MOU to the contrary, effective November 14, 2017, an employee's base rate of pay shall not include Bilingual Pay (Section 12.5) or Certification Pay (Section 12.1).

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 Association member's account subject to the following criteria:

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

Note: If an Association member is out on extended Military Leave, the City will buy back up to 160 hours without the usual requirement that the Association member 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 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.

#### 7.1.7— Annual Leave — Tier I Employees:

Tier I employees Annual Leave calculation will include their base pay rate and their Tier I Longevity Pay combined.

#### 7.1.8— Annual Leave — Separation from the City: 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. 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.

## ARTICLE \_\_\_ – COMPASSIONATE LEAVE

Compassionate Leave: Paid leave for up to (5) days, not to exceed 40 hours, may be granted to a regular employee in the case of death in their family. For the purposes of clarification, family is defined as: spouse, parents (natural, adopted or step), legal guardians, siblings, children (natural, adopted or step), grandparents, grandchildren, current in-laws (brother, sister, mother, father, son, daughter or

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grandparents).

## ARTICLE – EXECUTIVE LEAVE

### Section 7.2 – Executive Leave:

Employees in CSA employed in classifications designated as exempt from overtime under the Fair Labor Standards Act (FLSA) shall have the ability to use Executive Leave.

X.1 - Accrual of Executive Leave: Employees eligible to accrue Executive Leave accrue twenty-seven (27) hours of Executive Leave per quarter (July 1 – September 30, October 1 – December 31, January 1 – March 31 and April 1 – June 30) based on a fiscal year. Up to eighty (80) hours of Executive Leave not used by the last day of the last pay period ending in June or scheduled to be used (by that same date) by June 30 of each fiscal year will carry over to the next fiscal year. As permitted by Labor Code section 227.3, any Executive Leave in excess of eighty (80) hours (i.e., since employees can accrue twenty-seven (27) hours per quarter, they accrue 104 hours per fiscal year) not used by the last day of the last pay period ending in June or scheduled to be used (by that same date) by June 30 of each fiscal year will not carry over to the next fiscal year and will be lost as part of the last payroll period of the fiscal year. Employees will start each new fiscal year with a new accrual of 27 hours of Executive Leave as well as any Executive Leave hours (up to 80 hours) carried over from the prior fiscal year. Executive Leave cannot be cashed out, as it has no cash value.

Employees who become eligible for Executive Leave in the middle of a quarter (i.e., they are hired or promoted into CSA in the middle of a quarter) shall earn 4.16 hours of Executive Leave per pay period until the end of the quarter. At the beginning of the next quarter, they shall accrue 27 hours of Executive Leave.

### X.2 – Use of Executive Leave

- A. Executive Leave must be used in quarter hour increments. Employees must request and obtain approval by their department head to use Executive Leave as they would request Annual Leave. Requests will be approved if the department’s schedule can accommodate the request.
- B. Employees shall only use Executive Leave hours that have been previously accrued during the fiscal year. Employees shall not be permitted to have a negative balance in their Executive Leave hour balance or use Executive Leave they have not yet accrued.
- C. Executive Leave cannot be donated to another employee.
- D. Employees cannot use unused Executive Leave upon separation from employment or retirement, in order to extend the employee’s date of separation or date of retirement.

~~The City will provide executive leave for exempt members of CSA in lieu of other compensation for overtime, except the City will pay time and one-half for hours worked in excess of forty (40) hours per week when paid from special accounts, not general funds. Exempt Members of CSA shall be granted Executive Leave of one hundred eight (108) hours during any calendar year regardless of the employee’s particular work schedule. Employees who become entitled to Executive Leave mid-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 December 31<sup>st</sup> of any calendar year does not carry over to the next calendar 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 VIII – NOTIFICATION REQUIREMENT:**

The City Human Resources Department will notify CSA of termination or leave of absence of any member.

**ARTICLE X - JURY DUTY AND WITNESS LEAVE**

**X.1 Jury Duty**

1. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee’s regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, provide documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.
2. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a phone message or email the night before if the employee finds out via a phone recording that they must report the next day.
3. An employee on jury duty must return to work after the jury service is done for the day if there are still four hours or more left on their shift or supervisors may approve an employee work the remainder of their shift remotely, or the employee may also ask their supervisor to use leave to cover the rest of their shift.
4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.
5. An employee who is scheduled for a swing or graveyard shift on a day they is called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.

**X.2 Witness Leave**

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner related to City business shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time off without pay (unless approved Annual Leave is used) to appear at a matter outside the scope of their employment in which the employee is a party.

**ARTICLE IX - NO-STRIKE/CONCERTED ACTION CLAUSE:**

~~During the life of this MOU, CSA 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 CSA.~~

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, CSA agrees to immediately advise all of its members not to participate.~~

~~Any Association member found to have engaged in any action prohibited by this article shall 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 CSA agree that the City may withdraw any rights or privileges provided by the City to CSA in the event this provision is violated.~~

The parties to this MOU recognize their mutual responsibility to provide the citizens municipal services.

During the term of the MOU, no employee of the Unit shall not instigate, participate, afford leadership to a strike against the City, or engage in any form of concerted action to withhold service from the City. Upon determination that an employee willfully engaged in a strike or concerted action, the employee(s) may be separated from employment.

## **ARTICLE X - PROBATIONARY PERIOD:**

### **Section X.1 – Length of Probationary Period**

The probationary period for all positions in the bargaining unit shall be one year. Employees on their initial probationary period are at-will employees. If an employee passes their probationary period, they shall become regular employees. If an employee is rejected from probation, they are not entitled to due process to challenge the decision to reject them from probation.

Employees promoted into CSA from another classification in the City or promoted to a higher classification within CSA shall be subject to a six-month probationary period. If an employee is rejected from probation having previously passed probation in the classification from which they promoted, they shall be entitled to return to their prior position if it is still not filled or to a comparable position (i.e., meets the minimum qualifications and is at or below the level of the employee's prior position. If below, the employee will be Y-rated at the level of their prior position) if their prior position is no longer available.

### **Section X.2 - Extension of Probation**

An employee's probationary period can be extended for three reasons:

- 1) The employee was on a leave of absence without pay for any workdays during probation. The employee's probationary period shall be extended for the number of workdays the employee was on the leave of absence without pay.
- 2) The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period shall be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness.
- 3) Based on the discretion of the employee's department head with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments. If this decision is made, the City will inform the probationary employee in writing that their probation has been extended prior to any extension and will inform the employee of the new date upon which their probationary period will end.

## **ARTICLE X – REST AND MEAL PERIODS**

### Section X.1 Rest Periods

Employees shall be allowed but not required to take a rest period of fifteen (15) minutes during the first half of their shift and another rest period of fifteen (15) minutes during the second half of their shift.

Such rest periods shall be scheduled in accordance with the requirements of the Department, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a work shift or lunch period unless pre-approved by a supervisor on an occasional basis. Rest periods may not be combined with meal periods to extend an employee's meal period unless pre-approved by a supervisor on an occasional basis.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

### Section X.2 Meal Periods

Employees are required to take a meal period of at least thirty (30) minutes. The time off for meal periods shall not extend beyond the employee's designated meal period without supervisor approval.

1. Except as otherwise provided by this MOU, meal periods are unpaid unless an employee is required by their supervisor to work through their meal period.
2. The procedure for taking a meal period shall be determined by the department director or their designee.

## **ARTICLE X -- WORK SCHEDULESOVERTIME:**

### **Section 10.1 – The Defined FLSA Workweek**

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a schedule other than the 9/80 work schedule, the workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday. For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four (4) hours after the start time of their eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off.

### **Section 10.2 – Work Schedules**

The following types of work schedules exist for employees in the unit:

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) consecutive hours each.

- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) consecutive hours each, followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each.
- A 2/12 – 2/8 schedule consists of a weekly work schedule of two (2) 12-hour shifts and two (2) 8-hour shifts in the workweek. The four workdays are consecutive.
- Where the term “consecutive hours” is used herein, it is exclusive of unpaid meal breaks.

~~Management~~The City may modify employees’ hours and/or working conditions, e.g. implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures. ~~The City and the Association have agreed to implement a forty hour, five day work schedule for Association members, subject to exceptions approved by the City Manager. Further, the City agrees to meet and confer with the Association regarding proposed changes to said workweek scheduling, prior to any change. A department head retains the right to make de minimis changes (30 minutes or less) to the shift schedule (i.e., start and end time of an employee’s work shift). The intent of the parties is not to allow multiple de minimis changes to consistently push an employee’s start and end time forward or backward. Any other changes to an employee’s work schedule or shift schedule are subject to meet and confer. However, if an employee requests to have their work or shift schedule changed and their supervisor agrees, the Human Resources Department and the Association shall be notified prior to the schedule change. The Association agrees that if requested to meet and confer over a work or shift schedule change, it will do so promptly, no later than two weeks after the request.~~

## **ARTICLE xx – OVERTIME**

### **Section 10.31 Overtime Authorization:**

#### 10.3.1 - Exempt Employees:

Most of the employees in CSA work in classifications that have been designated as exempt from overtime under the FLSA. This is also addressed in Appendix A to this MOU.

#### 10.3.2 – Non-Exempt Employees

Effective the first full payroll period following November 14, 2017, Public Safety Dispatch Supervisors, the Support Services Manager and any other non-exempt employees who work in a non-exempt position, as listed in Appendix A to this MOU, are eligible to earn overtime compensation paid at time and one-half for all approved overtime hours worked in excess of forty (40) hours worked in the seven (7) day work period. positions shall be compensated, in lieu of any Executive Leave, overtime only for time worked in accordance with the standards and rules mandated under the Fair Labor Standards Act (“FLSA”) and not for time in paid status (e.g. no annual or other leave time or other paid time off shall be counted towards overtime eligibility). Tier I employee overtime pay rate calculation shall include the Tier I Longevity Pay.

### **Section 10.42 -- Hours WorkedExceptions.**

A. Notwithstanding Section 10.1, for purposes of calculating overtime compensation for CSA members eligible for overtime pay, the following paid time off will be included in determining the amount of time worked effective the first full payroll period following June 5, 2019:



In determining whether a non-exempt employee is eligible for overtime pay (i.e., have they worked more than 40 hours in their defined FLSA workweek), the City shall include the employee's hours actual hours worked as well as the following paid leaves of absences:

- Holidays (listed in Article V)
- Jury duty (pursuant to Administrative Policy 01400.208)
- Compassionate leave (pursuant to Administrative Policy 01400.208)
- Fatigue time (pursuant to Administrative Policy (01400.403.)

B. ~~Notwithstanding Section 10.1, effective the first full pay period following June 5, 2019, For~~ Public Safety Dispatch Supervisors ~~will be compensated overtime for time in paid status (e.g., leave and other paid time off shall be counted towards overtime eligibility)~~ if and only if an "emergency staffing level" is in effect, as documented in a memorandum from the Police Chief to the City Manager, all paid leaves of absence (not just those in the above list) will count as hours worked for purposes of determining eligibility for overtime. ~~For purposes of this Section 10.2(B), a~~ An "emergency staffing level" exists when: (i) the City employs less than twenty (20) full-time equivalent (FTE) Public Safety Dispatchers who are fully qualified to perform their job duties; or (ii) the City employs less than four (4) FTE Public Safety Dispatch Supervisors who are fully qualified to perform their job duties. ~~For purposes of this Section, n~~ No more than two (2) part time Public Safety Dispatchers shall be counted as one (1) FTE Public Safety Dispatcher ~~for the purposes of this Section.~~ To be fully qualified, a Public Safety Dispatcher or a Public Safety Dispatch Supervisor must have completed the requisite training and be capable of operating police, fire, and EMD calls for service and radio, as determined by the Police Chief. For purposes of calculating the number of FTE Public Safety Dispatchers or FTE Public Safety Dispatch Supervisors, employees who are using Annual Leave (except if using it because a filed workers' compensation claim has been denied or delayed) pursuant to Article VII (other than Section 7.1.8) or are otherwise on short-term approved leaves, in the paragraph above such as those listed in Section 10.2(A), shall be included. ~~The City and CSA agree to review and evaluate the necessity of this Section 10.1(B) when the term of this MOU expires as set forth in Section 14.1.~~

C. ~~The City and CSA agree that the exceptions set forth in this Section 10.2 create a contractual right for the members of CSA and shall not be subject to or governed by the FLSA.~~

### Section 10.5 – Calculation of Overtime

There are two types of overtime provided by the City to non-exempt employees, MOU and FLSA overtime. FLSA overtime is overtime earned for actually working more than 40 hours in the employee's defined FLSA workweek. FLSA overtime is paid at time and one-half the regular rate of pay as required by the FLSA. MOU overtime is overtime that is earned when the employee's actual work hours plus leaves that count as hours worked (as defined in Section 10.4) exceed 40 hours in the defined FLSA workweek, but the employee has not actually worked in excess of 40 hours.

MOU overtime is calculated in the same manner as FLSA overtime except that the rate at which it is calculated does not include any dollars an employee may receive for the cost of health insurance or from opting out of health insurance.

### Section 10.6. – Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. Non-exempt employees may not work any time in addition to their regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from their supervisor. Thus, all overtime requires

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advanced approval. In addition, since no supervisor or manager is permitted to require an employee to work overtime without it being reported on their time sheet, if an employee works such time it will be recorded.

Unit members shall record hours worked in one-quarter (1/4) of an hour increments of time. This is illustrated by the following:

0-7 Minutes = No additional time should be recorded

8-22 Minutes = one quarter of an hour

23-37 Minutes = one-half of an hour

38-52 Minutes = three quarters of an hour

53 Minutes – 1 hour and 7 Minutes = one-hour

For example, if an employee whose work schedule is 7:30 a.m. to 5:30 p.m. (with a one-hour unpaid lunch) works until 5:38 p.m., they would record 9.25 hours for the day.

### **Section 10.3 Compensatory Time:**

~~Effective November 14, 2017, Members of the unit may no longer elect, in lieu of overtime payment, to receive compensatory time off (CTO). All CTO accrued prior to November 14, 2017 may be used and shall be cashed-out in accordance with the MOU terms in effect on November 13, 2017.~~

## **ARTICLE XI - COMPENSATION/SALARY:**

### **Section 11.1 - Salary Range and Merit Increases:**

Effective the beginning of the pay period following City Council approval of this MOU, the City agrees to increase the base salary for each member of the bargaining unit as follows: For classifications that are 4.01% or more below the 60<sup>th</sup> percentile, half the amount necessary to get to the 60<sup>th</sup> percentile. For classifications that are 4.0% or less below the 60<sup>th</sup> percentile, these classifications will receive a 2% base salary increase. The percentile that will be used for the Public Safety Dispatcher Supervisor classification is the 70<sup>th</sup> percentile.

Effective January 14, 2023, the City agrees to increase the base salary for each member of the bargaining unit as follows: For classifications that were 4.01% or more below the 60<sup>th</sup> percentile, the other half of the amount necessary to reach the 60<sup>th</sup> percentile. For classifications that were 4.0% or less below the 60<sup>th</sup> percentile, these classifications will receive a 2% base salary increase. The Public Safety Dispatcher Supervisor classification will receive the other half of the amount necessary to reach the 70<sup>th</sup> percentile.

A spreadsheet with each of the base salary increases as described above for each classification is attached to this MOU as Appendix B.

Effective January 13, 2024, all employees in the bargaining unit will receive a 2.5% base salary increase.

~~Each classification/position shall be assigned a salary range. Association members-Employees may advance annually within the salary range, except that the City Manager within their discretion may advance an employee/Association member sooner if it is determined that such advancement is appropriate for meritorious reasons. An Association member who receives 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 position's salary range.~~

An employee whose overall performance evaluation rating is "Satisfactory" or better shall be advanced 5% each year up to the top of the classification's range. An employee who does not receive an evaluation within thirty (30) days of their anniversary date (i.e., the date the evaluation is due) will receive their merit increase effective the pay period including the employee's anniversary date regardless of the evaluation rating on an evaluation received after that date. If the evaluation is provided within thirty (30) days of the employee's anniversary date, if it is "Satisfactory" or better the merit increase will be effective the pay period including the employee's anniversary date. If the overall performance evaluation rating is less than "Satisfactory", the employee will not receive a merit increase.

An employee who is promoted within or out of the bargaining unit to a classification with a higher top of salary range, upon promotion, their anniversary date shall change to the effective date of the promotion.

**Section 11.2 – Benchmark Positions:**

The following positions have been designated as benchmark positions for CSA: Accounting Supervisor, Planning Manager, Parks Supervisor, and Library Division Manager. The City and the Association agree to discuss the possibility of establishing new benchmark positions prior to the end of this agreement.

**Section 11.23 - Compaction Adjustments:**

The base salary range for CSA members will at all times be greater than the highest paid non-CSA employee whom they supervise by at least 12.5% exclusive of any other assignment compensation. This will be measured using (base pay only and the top step of the range of both classifications). Compaction is a comparison of range to range involving two positions rather than a comparison of a particular pay step of a CSA member and that of his or her non-CSA subordinate.

If it is determined that the top step of the range of CSA member is less than 12.5% more than the top step of the range of a non-CSA employee to whom they supervise, modification to the range of the CSA classification (which will impact all employees in the department in the same classification) Compaction relief will be made effective on the date the top step of the range of the employee's classification was less than 12.5% higher than the top step of the range of the non-CSA employee to whom they supervises shall be granted at the time compaction occurs.

Compaction will not result for 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 in the City's Salary Schedule.

If Compaction adjustments are necessary for one person in a department, all persons holding the same classification within that department shall receive the same Compaction adjustment.

**Section 11.4 – Comparable Cities:**

The comparable cities list for the purposes of determining total compensation figures shall consist of: Anaheim, Fontana, Fullerton, Moreno Valley, Ontario, Orange, Pomona, Rancho Cucamonga, Riverside, and San Bernardino. The City and the Association agree to discuss the possibility of establishing new comparable cities prior to the end of this agreement.

**Section 11.5 – Meet and Confer:**

The City and the Association agree to meet and confer regarding "benchmark" positions and "comparative" cities prior to the end of this agreement.

**ARTICLE XII - ADDITIONAL SPECIAL COMPENSATION:**

**Section 12.1 - Certification Pay:**

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~~“Certification” is defined as any State issued documentation representing that the holder is recognized as having achieved a specified level of competency within the designated position. The City will pay Certification Pay to eligible members of the Corona Supervisors Association as follows: Employees who have earned certain certifications have achieved a specified level of competency related to their classification for which the parties have agreed (as set forth in this section) the City will pay Certification Pay.~~

12.1.1 Professional Engineer Registration:

The City shall pay a member a one-time payment of \$400.00 for initially obtaining a registration from the State of California Board of Registration for Professional Engineers and Land Surveyors.

~~12.1.2 Emergency Medical Dispatch Certification:~~

~~Effective the first full payroll period following November 14, 2017, the City shall agree to pay certification pay in the fixed amount of \$313.75 per month for qualified Police Records Supervisors and Public Safety Dispatch Supervisors who have received and maintained an Emergency Medical Dispatch (EMD) Certification status, which certification pay shall be in addition to and not included as part of the employee’s base rate of pay. If such assignment is for less than a full month, the monthly Certification Pay shall be pro-rated accordingly.~~

~~12.1.3~~ 12.1.2 – Utilities Department ~~of Water and Power~~ Employees Certification Pay:

~~Effective the first full payroll period following November 14, 2017, e~~Employees employed in the Utilities Department in the following classifications~~positions~~ shall receive Certification Pay in the fixed amount of \$1,4367.08 per month for earning a~~for~~ grade five (5) certifications in Water Treatment, Wastewater Treatment, or Water Distribution earned and received from the State of California. ∴ An employee can be paid for only one grade five (5) certification.

- Chief Reclamations Operator
- Chief Water Operator
- Chief Distribution Operator
- Deputy Chief Water Operator
- Deputy Chief Water Reclamation Operator
- ~~Maintenance Supervisor~~  
~~Operations Manager~~  
~~Utility Construction Superintendent~~
- Utility Maintenance Superintendent  
~~Chief Distribution Operator~~

~~Certification Pay provided pursuant to this Section 12.1.3 shall be in addition to and not included as part of an employee’s base rate of pay.~~

Employees in this section who earn a certification and become eligible to receive the pay shall receive a pro-rated amount (depending on when they earn the certification) in the first calendar month unless earned on the first day of the month. Similarly, when an employee leaves City employment or no longer maintains one of the certifications, they too should receive a pro-rated amount for the last month they either maintain the certification or are employed by the City unless that day is the last day of the month. If such assignment is for less than a full month, the monthly Certification Pay shall be pro-rated accordingly.

The City will not pay for tuition, books, transportation, and mileage for course work leading to ~~additional receipt of the grade 5~~ certifications described above, but. ~~The City~~ shall reimburse employees of the Department of Water and Power for the State certification fee and re-certification fee upon proof of the employee's successful completing the grade 5 certification.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of the certification pays in this section shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as "Water Certification Premium" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

## Section 12.2 - ~~Standby~~ **Call-Out Pay:**

Employees listed below shall receive four (4) hours of standby pay (paid at the "top step" of the employee's salary range) per pay period for being available to respond to emergencies while off duty. The City agrees that designated supervisors within various departments shall be awarded four (4) hours at their current rate of pay per pay period in lieu of additional compensation for regularly scheduled "call-out" assignments. Effective July 8, 2006 Call Out pay will be paid at the "top step" of the Association member's salary range. These Association members employees shall be provided with a cell phone and will be required to be available to receive and respond to emergency phone calls and/or text messages during periods outside their normal working hours. The City agrees to the following list of positions eligible to receive Call-Out pay: The nature of the emergency could necessitate the employee's return to a work location depending on the circumstances.

### Utilities Department of Water and Power:

- Chief Reclamations Operator
- Chief Water Operator
- Maintenance Manager
- Maintenance Supervisor
- Chief Distribution Operator (effective October 27, 2018)
- Utilities Maintenance Construction Superintendent (effective June 5, 2019)
- Deputy Chief Water Operator
- Deputy Chief Water Reclamation Operator
- Public Works Superintendent

### Maintenance Services Division

- Parks Superintendent
- Building / Facilities Superintendent  
Street Maintenance Superintendent

### Parks & Community Services Department:

- Maintenance Supervisor
- Parks Superintendent
- Recreation Supervisor

### **Police Department:**

- Animal Control Supervisor
- Police Records Supervisor
- Public Safety Dispatch Supervisor ~~(4 hours at “top step” of Public Safety Dispatch Supervisor)~~
- Support Services Manager (effective June 5, 2019)
- Public Safety Communications Manager

**Public Works Department:**

- City Traffic Engineer
- ~~Public Works Program Manager~~
- ~~Principal Engineer~~
- Senior Engineer – Traffic
- Public Works Inspection Superintendent ~~(effective August 18, 2018)~~
- District Engineer
- Fleet Superintendent
- Senior Utility EngineerPublic Works Superintendent
- Construction Superintendent

**Section 12.3 - Call Back Pay**

A non-exempt employee called to work while off duty during hours that do not overlap their regular work hours shall be paid for all hours actually worked with a minimum of two (2) hours paid portal to portal. However, if the hours when the employee is called back overlap their regular work hours, they shall receive their regular pay for those hours and only receive pay for the time that is not overlapping their regular work hours. If an employee is only required to communicate electronically and not report to work, they will be paid for their actual time worked.

**Section 12.43 - Longevity Pay:**

All CSA Members:

The City has established a program of In recognition of an employee’s for length of service to the City of Corona by providing employees, as of the first day of each September, to members who qualify under the following schedule will receive one twenty-sixth (1/26<sup>th</sup>) of the following amounts paid biweekly as part of the regular payroll:

<u>Consecutive Years of Service</u>	<u>Annual Longevity Payment</u>
After five (5) years of <u>full-time regular</u> service	\$1,400.00
After ten (10) years of <u>full-time regular</u> service	\$1,600.00
After fifteen (15) years of <u>full-time regular</u> service	\$1,800.00
After twenty (20) years of <u>full-time regular</u> service	\$2,000.00

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.

Tier I members shall receive an additional three percent (3%) of base hourly rate for Longevity Pay paid biweekly as part of the regular payroll.

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In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of Longevity Pay shall be reported to CalPERS as Special Compensation. The parties agree that shift differential is described in Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) as "Longevity Pay:" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

A. Tier I CSA Members.

In addition to the Longevity Pay provided in Section 12.3(A) above, Tier I employees will also receive three percent (3%) over their base pay rate ("Tier 1 Longevity Pay"). All other salary calculations shall include the Tier I employees' base pay rate and the Tier 1 Longevity Pay combined. Tier 1 Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS.

**Section 12.54 - Shift Differential Pay:**

Shift differential pay is available to employees in the classifications of Police Records Supervisor and Public Safety Dispatch Supervisor.

12.5.1 Definition of Shifts

1. Swing shift – a shift that begins between 12:00 p.m. and 4:59 p.m.
2. Graveyard shift a shift that begins between 5:00 p.m. and 4:59 a.m.

If an employee who is working a shift that does not qualify for shift differential is asked to work a part of the next shift in place of an employee who would receive shift differential, the hours worked will qualify for shift differential. However, if that employee is just working additional hours on their shift (not as a replacement for an employee who would receive shift differential) those additional hours will not qualify for shift differential.

Similarly, if an employee working a shift that qualifies for shift differential is asked to work a part of the next shift in place of an employee who would not receive shift differential, the hours worked will not qualify for shift differential. However, if that employee is just working additional hours on their shift (not as a replacement for an employee who would not receive shift differential) those additional hours will qualify for shift differential.

12.5.2 Pay for Swing and Graveyard Shift

1. Swing Shift: An employee shall receive shift differential pay of seven and one-half percent (7.5%) of base hourly rate for being assigned to work a swing shift.
2. Graveyard Shift: An employee shall receive shift differential pay of ten percent (10%) of base hourly rate for being assigned to work a graveyard shift.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of shift Differential shall be reported to CalPERS as Special Compensation. The parties agree that shift differential is described in Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as a "Shift Differential" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

The City will provide Shift Differential of 7.5% of regular base salary for Swing Shift assignments and 10% of

~~regular base salary for Graveyard Shift assignments for Police Records Supervisors and Public Safety Dispatch Supervisors.~~

~~Swing Shift shall be defined as any shift that starts between the hours of 12:00 pm and 8:59 pm. Graveyard Shift shall be defined as any shift that starts between the hours of 9:00 pm and 4:59 am.~~

~~Positions listed as qualified shift workers, as defined above, shall have Shift Differential paid based on where the employee's actual work hours fall during each scheduled workday. Employees whose work shift extends into the time designated as either Swing or Graveyard will be paid shift differential only for those hours that extend into the shifts defined above.~~

~~In accordance with Fair Labor Standards Act, Shift Differential pay shall be included in the base rate for the purposes of calculating overtime.~~

**Section 12.65 - Bilingual Pay:**

The City shall pay \$293.33 per month to employees for Bilingual pay. If an employee becomes eligible for bilingual pay for less than a full month, the monthly amount shall be pro-rated accordingly. All unit employees are eligible to receive bilingual pay. An employee receiving bilingual pay will be required to speak the alternate language in the course and scope of their employment and may be asked to assist in translating even if unrelated to their specific job duties.

To receive bilingual pay employees must pass a certification test (an oral conversational test) established and administered by the Human Resources Department in Spanish and/or such other language the City has determined is desirable. Effective January 1, 2022, employees must re-certify every three (3) years to be eligible to receive bilingual pay by passing the certification test.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of bilingual pay shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as "Bilingual Pay" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

~~Effective the first full payroll period following November 14, 2017, the Bilingual Pay Program will provide an increase of \$293.33 per month for those members demonstrating 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. If an employee is approved for bilingual pay for less than a full month, the monthly amount shall be pro-rated accordingly. For each language approved by the City Manager, the number of Association members to be eligible will be determined by Management. To become qualified an Association member must be certified by the Human Resources Department after successfully passing an oral conversational test established by Management.~~

**Section 12.76 - Uniforms Allowance:**

~~Association members required to wear uniforms shall be provided up to eleven (11) sets, cleaned and maintained by the City, the number for each member to be determined by the nature of the work assignment, by Management.~~

~~Association members assigned to Police Records, Public Safety Dispatch, Animal Control and Emergency Services Coordinator shall receive a Uniform Allowance of \$460.00 each quarter.~~

Employees who are required to wear uniforms on duty will either be provided with uniforms or will be

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provided a uniform allowance as provided below.

#### Section 12.7.1 – Employees Provided Uniforms

Employees in classifications who are required to wear uniforms shall be provided eleven (11) sets of uniforms. For each classification who is provided with a uniform, the monetary value for the purchase, rental and/or maintenance of required clothing (which will be reported to CalPERS for classic members as described above) is set forth in Appendix C to this MOU. These amounts will be reviewed and adjusted annually as the amounts change.

#### Section 12.7.2 – Uniform Allowance

Employees in the classifications of Police Records Supervisor, Public Safety Dispatch Supervisor, Animal Control Supervisor and Emergency Services Coordinator shall receive a uniform allowance of seventy dollars and seventy seven cents (\$70.77) per pay period for a uniform allowance. These employees are required to use their uniform allowance to clean their uniforms and purchase new uniforms if directed by their supervisor to replace an existing uniform.

~~Association members~~ Employees must have worked at least one day during the quarter during which the Uniform Allowance is paid and must be on the City payroll (or on Annual Leave or workers' compensation status) on the day Uniform Allowance is paid in order to receive ~~it~~this benefit. ~~If a~~An employee shall not be paid their uniform allowance if ~~Association member is~~ on an unpaid (i.e., did not use Annual Leave) FMLA or CFRA leave for the entire quarter and ~~if they work~~eds no days during that quarter, ~~the benefit will not be received.~~ ~~Association members~~ Employees who resign, retire, or otherwise terminate employment prior to the date ~~uniform allowance~~the benefit is paid will not be entitled to a pro-rated payment.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), for "classic members" as defined by the Public Employees' Pension Reform Act of 2013, the monetary value of the purchase, rental or maintenance of the required uniforms shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(5) as a "statutory item" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

#### **Section 12.87 - Pay for Working in a Higher Classification:**

For operational reasons, employees may be assigned to work in a classification with a higher salary range than their own classification. If such an assignment is made ~~Association members who are assigned through a Personnel Action Form to a higher level position~~ for more than one hundred twenty (120) consecutive working hours, and a Personnel Action Form is completed, employees shall be compensated for all those hours worked in the higher classification as follows:

##### 12.8.1 Supervisory Position:

The first step of that position or ~~an additional~~ 7.5%, whichever is higher, except that in no case shall the base salaryrate exceed the top step for the higher range.

##### 12.8.2 Management Position:

7.5% above the top step of their current range, not to exceed the top step rate of the Management classification to which the employee is assigned, unless a higher amount is

authorized by the City Manager.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation (2 CCR §571), the monetary value of pay for working out of class shall be reported to CalPERS as Special Compensation for classic members as defined under the Public Employees' Pension Reform Act (PEPRA) of 2013. The parties agree that pay for working out of class is described in Title 2 CCR, Section 571(a)(3) as "Temporary Upgrade Pay" – a type of reportable special compensation. This pay is not reportable as special compensation for employees defined as "new members" under PEPRA. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

**ARTICLE XIII – WORK SCHEDULE:**

~~Management may modify hours and/or working conditions, e.g. implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures. The City and the Association have agreed to implement a forty hour, five day work schedule for Association members, subject to exceptions approved by the City Manager. Further, the City agrees to meet and confer with the Association regarding proposed changes to said workweek scheduling, prior to any change.~~

**ARTICLE XIV - ENTIRE AGREEMENT AND SEVERABILITY PRIOR AND EXISTING CONDITIONS:**

**Section 14.1 - Entire Agreement:**

This MOU supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The City and the CSA, for the duration of this MOU, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered in this MOU, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. The parties acknowledge that there may be terms and conditions of employment not specifically included in this MOU, that may qualify as a past practice. If such past practices exist, they cannot be changed without completing the meet and confer process. This section does not waive the right to bargain over any subject or matter not covered in this MOU which is a mandatory subject of bargaining.

**Section 14.2 - Severability:**

If any provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the City and the Association shall meet and confer in good faith concerning such invalidation.

~~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, 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 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 other, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in reopening meet and confer regarding wages, hours, and other terms and conditions of employment.

The matters contained within this Memorandum will be effective upon acceptance by the City Council unless otherwise noted herein.

**Section 14.1 Term of MOU:**

The City and CSA agree that the term of this MOU shall be from June 5, 2019 to June 30, 2021. 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.

**Section 14.2 Additional One-Time Payments:**

**A. One-Time Payments:**

As an inducement for CSA to enter into this MOU, the City agrees to pay all members of CSA the following additional one-time payments, which shall not be pensionable compensation:

All members of CSA who are employed by the City on June 5, 2019, excluding employees who have separated from the City on or prior to June 5, 2019 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time separate payment equal to Four Thousand Dollars (\$4,000.00) on or before June 7, 2019.

All members of CSA who are employed by the City on January 1, 2020, excluding employees who have separated from the City on or prior to January 1, 2020 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time separate payment equal to Three Thousand Nine Hundred Dollars (\$3,900.00) on or before January 3, 2020.

All members of CSA who are employed by the City on January 1, 2021, excluding employees who have separated from the City on or prior to January 1, 2021 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time separate payment equal to Three Thousand Eight Hundred Dollars (\$3,800.00) on or before January 4, 2021.

**B. No "Roll-Up" Effect.**

The one-time payments provided pursuant to Section 14.2(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), Overtime (Section 10.1), Compensatory Time (Section 10.3), Tier I Longevity Pay (Section 12.3), Shift Differential Pay (Section 12.4), Bilingual Pay (Section 12.5), Certification Pay (Section 12.1), Annual Leave buy back (Section 7.1.9), or any other form of additional or special compensation provided in this MOU.

**ARTICLE XV – 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 cashout 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 reopener 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 XVI - MANAGEMENT RIGHTS:**

The Association 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 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 MOU, 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 not be limited to: the right to determine the organization of the City government and the purpose and mission of its constituent agencies; (including the creation of any classifications to be added to this bargaining unit); determine the content and intent of job classifications; changes in classifications, including reclassifications, 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 operation; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU; to direct its Association members; to take

disciplinary action for just cause; to relieve its Association members 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.

Although parties acknowledge the management rights as outlined in this article, parties agree the Association does not waive its right to bargain the impacts and effects of decisions as provided under the law.

The parties agree to establish a joint Labor-Management Committee that will meet per a mutually agreeable schedule. Participation in these meetings is at the discretion of the parties.

**Article X – NON-DISCRIMINATION**

The parties mutually reaffirm their respective policies of non-discrimination in the treatment of any employee because of race, religion, sexual orientation, medical condition, gender, gender identity, gender expression, color, sex, age, disability, national origin, ancestry, or any other protected classification recognized by the law.

**ARTICLE GRIEVANCE PROCEDURE**

The Grievance Procedure is established~~purpose of this Section is~~ to provide a uniform and consistent process~~guide~~ for the fair, and expeditious resolution and orderly adjustment of grievances.

A. Procedures shall include the following: Definition of a Grievance

~~An employee who has a justifiable request or complaint shall discuss the complaint with the immediate supervisor in an attempt to resolve the matter.~~

~~"A Grievance" is defined as "an written allegation by one or more an employee or the CSA covered by a Memorandum of Understanding that there has been a misinterpretation, misapplication or violation by management of that the MOU Memorandum of Understanding," which has not been settled as a result of the discussions required in (1) above.~~

- ~~1. Rights which are inherent in the City Council and the City Manager by virtue of statute and federal or state administrative regulations cannot be subject to any grievance or arbitration proceedings.~~

~~The filing or pendency of a grievance, under the provisions of this procedure shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject however, to the final decision on the grievance.~~

~~Grievance steps shall be:~~

~~1. First Stage (Immediate Supervisor)~~

- ~~a. An employee who feels himself aggrieved, under this policy must present the matter to his immediate supervisor, orally.~~

~~The claim of violation must be presented to the supervisor within five assigned duty shifts, of the date that the employee became reasonably aware of the violation; employees may present grievances without union representative.~~

- ~~b. The supervisor will investigate the employee's allegation and attempt to resolve the complaint and will respond to the employee within three assigned duty shifts.~~

~~2. Second Stage (Department)~~

- ~~a. The employee or his representative~~

~~will reduce the grievance to written form and present it to the Employee Relations Division.~~

- ~~b. The grievance will be filed on the form provided citing the specific violation of the Memorandum of Understanding and must be filed within five assigned duty shifts.~~

~~Within seven days of the submission of the petition, the Department Head, or his designee, shall meet with the grievant and the grievant's representative, if any. No later than seven days thereafter, following consultation with the Employee Relations Division, the Department Head shall render a written disposition to the grievant.~~

~~3. Third Stage (Employee Relations)~~

- ~~a. a. Failing to resolve the grievance at the Second Stage, the grievant will submit a written request for review within five assigned duty shifts following the date of disposition by the Department Head. The Employee Relations Officer will schedule a meeting with the grievant or his representative at a time and place mutually agreeable to the parties. The meeting will be held consistent with the following procedure:~~

- ~~b. The Employee Relations Officer will furnish the grievant a written record of the grievance disposition within ten days of the grievance meeting.~~

~~(i) The representatives of the City and the grievant and grievant's representative will meet and confer on matters of interest upon written request of either party. This written request will state the nature of the matter to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but these meetings will not be used to renegotiate rules, policy or regulations.~~

~~(ii) The meeting shall be held within ten calendar days of the receipt of this written request and shall be held during normal working hours at a time and place mutually agreeable to the management and employees.~~

~~4. Fourth Stage (City Council)~~

a. ~~If the grievance has not been resolved in the foregoing steps, the grievant or the grievant's representative shall advise the Employee Relations Officer in writing within fifteen calendar days following receipt of his disposition and advise the City Clerk that the matter is being referred to the City Council.~~

b. ~~The City Clerk will set the matter for hearing before City Council or its Hearing Officer not less than ten or more than thirty calendar days with representatives of the union.~~

~~The decision of the City Council will be forwarded to the grievant within ten days of the conclusion of the hearing.~~

## B. Steps in the Grievance Process

### 1. Informal Step - (Immediate Supervisor) –

a. An employee(s) who believes that they have grievance related to their rights under the MOU should present the grievance to their immediate supervisor, orally. If the Association is the grievant, it shall submit the grievance at step 2 as provided below in step 2.

### 2. Formal Grievance - Step One (Department Head) – Employee or Association

a. The employee or their representative shall present the grievance in writing to their Department Head within 60 days of the event giving rise to the grievance.

The grievance must state the nature of the grievance (e.g., Article and Section of the MOU alleged to be violated).

b. Within seven (7) calendar days of the submission of the grievance, the Department Head, shall meet with the grievant and the grievant's representative, if any. Within seven (7) days of the meeting, the Department Head or designee shall provide a written decision regarding the grievance and send it to the grievant.

### 3. Formal Step Two- Chief Talent Officer

a. If the grievant is not satisfied with the decision of the Department Head, the grievant or their representative shall present the grievance in writing to the Chief Talent Officer within 15 calendar days of the response from the Department Head.

b. Within ten (10) calendar days of the presentation of the grievance the Chief Talent Officer and, if necessary, other City representatives, will meet with the grievant and the grievant's representatives to discuss the grievance. The meeting will take place during regular City Hall business hours at a mutually agreeable time.

The Chief Talent Officer shall, within ten (10) calendar days provide a written decision regarding the grievance and send it to the grievant

4. Formal Step Three - (Advisory Arbitration)

- a. If the grievance has not been resolved in the foregoing steps, the grievant or the grievant's representative shall advise the Chief Talent Officer in writing within fifteen (15) calendar days following receipt of the written decision from the Chief Talent Officer that the matter is being appealed to advisory arbitration.
- b. The Chief Talent Officer, within ten (10) calendar days, will request a list of seven arbitrators from the office of State Mediation and Conciliation and the parties will either mutually select an arbitrator or exercise an alternate striking process of the names on the list provided by SMCS with the parties flipping a coin as to which party will make the first strike.
- c. The arbitrator will conduct an arbitration in such manner as they deem appropriate, provided however, each party shall have the right to make opening statements, examine and cross examine witnesses and introduce evidence.
- d. Within 45 days of conclusion of the arbitration, the arbitrator will issue an advisory recommendation to the City Manager and the parties.
- e. The City and the grievant shall share equally the costs of the arbitrator and the court reporter. Each party shall bear their own costs of representation and shall pay the cost of transcripts, if desired.
- f. The City Manager will issue their final decision on the grievance within twenty (20) days of receipt of the advisory recommendation of the arbitrator.
- g. The grievant has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.5 that provides a 90-day statute of limitations.

CB. Rules regarding the Grievance Procedures shall include the following:

- 1. No employee shall be subject to any adverse actions or consequences for coercion or disciplinary action for discussing a request or complaint with this immediate supervisor, or for good faith filing of a grievance in good faith petition.
- 2. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure.
- 3. ~~Grievance Petition Form~~ All second stage grievances will be submitted to the Employee Relations Division on the prescribed form. No grievance petition shall be accepted for second stage processing until the form is complete.



- ~~4.3. Presentation— Any Grievances petitions shall must be filed as described in the steps. Unless there is an agreement in writing to extend any of the time timelines, if the grievance is not timely filed, it shall be deemed to be either untimely or abandoned within five assigned duty shifts after the supervisor's response; otherwise, the right to file a grievance petition is waived and no grievance shall be deemed to exist.~~
- ~~5. Resolution— Any grievance petitions which are resolved at any step of the grievance procedure shall be final and binding on the City and the grievant.~~
- ~~6.4. Consolidation— Grievances petitions involving the same or similar issues, filed by employees in the same representation unit, may be consolidated for presentation at the discretion of the City Employee Relations Division.~~
- ~~7.5. Withdrawal— Any grievance petition may be withdrawn by the grievant at any time, without prejudice.~~
- ~~8. Time Limits— Grievance petitions shall be processed from one step to the next step within the time limit prescribed in each of the steps. Any grievance for which a disposition is not made at any step within the time limit prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time to run from the date when time for disposition expired.~~
- ~~9. Resubmission— Upon consent of the Employee Relations office and the grievant, a petition may be resubmitted to a lower step in the procedure for reconsideration.~~
- ~~10. Extension of Time— The time limits within which action must be taken or a decision made as specified in this policy, except for the City Council's action, may be extended by written consent of the grievant and the Employee Relations Officer.~~
- ~~6. Waiver— Any step or steps in this grievance procedure can be waived by agreement between consent of both the grievant and the City Manager or their designee Employee Relations Officer.~~
- ~~11.7. This grievance procedure is the sole and exclusive method for alleging a violation, misinterpretation or misapplication of any provision of this MOU. This provision does not preclude the filing of any court action for a violation of law, an unfair practice charge at the Public Employment Relations Board, or the filing of a writ of administrative mandamus, per Code of Civil Procedure section 1094.5 following the City Council's decision on the grievance.~~

### Section 6.2 Construction

This Policy shall be administered and construed as follows:

- A. ~~Nothing in this Policy shall be construed to deny to any person, employee, organization, the City or any authorized officer, body or other representative of the City, the rights, powers and authority granted by federal or state law.~~
- B. ~~This Policy shall be interpreted so as to carry out its purposes as set forth in Article I.~~
- C. ~~Nothing in this Policy shall be construed as making the provisions of California Labor Code Section 923 applicable to City employees or employee organizations, or of giving employees or~~

~~employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sickout, other total or partial stoppage or slowdown of work, or any unlawful concerted action whatsoever. In the event employees engage in such actions, they shall subject themselves to discipline up to and including termination and may be deemed to have abandoned their employment; and employee organizations may thereby forfeit all rights accorded them under this Policy and other City law for a period up to one year from commencement of such activity.~~

## **ARTICLE XVII - SIGNATURES:**

### **ARTICLE - DISCIPLINE**

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline resulting in the loss of pay (defined as termination, demotion, suspension, or reduction in pay) if the City can support its position by a preponderance of the evidence. Such disciplinary action will be subject to the pre-action process described in paragraph A below and the disciplinary appeal process in paragraph B below.

Any time an employee is asked to meet with a City representative and the employee has a reasonable basis to believe that the meeting itself may lead to discipline, the employee has the right to have a CSA representative (which may also include a second non-City employee representative) present at the meeting.

Per the law, employees have access to their personnel files. In addition, prior to the entrance of anything derogatory into an employee's personnel file, the employee shall be provided a copy of the document. The employee will then have 30 days in which to place any comments on the document or otherwise respond to the document.

An employee, or a CSA representative with the written consent of the employee, may inspect the employee's personnel files. The inspection shall be made in the presence of a staff member from Human Resources. If requested by the employee, copies of the record, or any portion thereof, may be provided to the employee, or anyone designated by the employee.

Written reprimands are not subject to the pre-action process and may not be appealed. However, an employee may submit a written response (within 30 calendar days of receipt of the document) to receiving any of these documents. The employee's response shall be attached to the document in the employee's personnel file.

#### **Section .1 - Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, and Reduction in Pay)**

Prior to being subject to any discipline that results in the loss of pay, an employee will first be served with a notice of intent to discipline by their supervisor, manager or department head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of their right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.

If the employee chooses to respond in writing, they must insure their response is received by the representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, they must call or write the City representative who issued the notice of intent to discipline within seven (7) calendar days of receiving the notice of intent to discipline informing the representative that they wish to have an oral response. The City representative will advise the employee when the meeting (known as a *Skelly* meeting) will take place.

At the *Skelly* meeting (assuming the employee wants to respond orally) the employee has the right to be represented. The *Skelly* meeting is not a hearing. It is an opportunity for the employee and/or their representative to respond to the notice of intent to discipline. The employee may be represented at the *Skelly* meeting by a representative of their choice.

The City representative who will hear the response may or may not be the person who issued the notice of intent to discipline. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still some discipline imposed, the City representative shall issue a notice of discipline. Like the notice of intent, the notice of discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline will also set forth the employee's appeal rights advising the employee that if they wish to appeal the discipline, they must do so in writing by serving a notice of appeal to the Chief Talent Officer within seven (7) calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

## **Section .2 - Appeal of Discipline Resulting in Loss of Pay – Advisory Arbitration**

If an employee desires to appeal a disciplinary action, they (or their representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the notice of appeal to determine whether the parties can agree on an advisory arbitrator to hear the appeal. If the parties can agree, the representative for the City shall contact the agreed upon arbitrator to determine their availability for the hearing. If the parties cannot reach agreement on an arbitrator, the Chief Talent Officer or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.

During the hearing, the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator themselves, and the court reporter shall be split between the City and the Association unless the Association is not financially supporting the appeal by providing representation for the employee. Once the arbitrator issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives.

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, both parties' representatives may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within

thirty-five (35) days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties.

The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the department head. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the advisory arbitrator's recommendation, the brief statement (if any) on the advisory arbitrator's recommendation submitted by the parties to the City Manager, and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitrator.

The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a 90-day statute of limitations.

APPENDIX A – LIST OF CLASSIFICATIONS REPRESENTED BY CSA


All classifications in the bargaining unit are exempt from overtime except those classifications below designated as non-exempt

ANIMAL CONTROL SUPERVISOR  
BUILDING INSPECTION SUPERVISOR  
BUILDING OFFICIAL  
BUSINESS MANAGER  
BUSINESS SUPERVISOR  
CHIEF DISTRIBUTION OPERATOR  
CHIEF RECLAMATIONS OPERATOR  
CHIEF WATER OPERATOR  
CITY TRAFFIC ENGINEER  
CODE COMPLIANCE SUPERVISOR  
COMMUNITY ASSISTANCE MANAGER  
CONSTRUCTION SUPERINTENDENT  
CUSTOMER CARE SUPERVISOR  
DEPUTY CHIEF WATER OPERATOR  
DEPUTY CHIEF WATER RECLAMATION OPERATOR  
DEVELOPMENT SERVICES MANAGER  
DISTRICT ENGINEER  
EMERGENCY SERVICES COORDINATOR  
ENVIRONMENTAL COMPLIANCE SUPERVISOR  
FLEET SERVICES SUPERINTENDENT  
LIBRARY SUPERVISOR  
MAINTENANCE MANAGER  
MAINTENANCE SUPERVISOR  
PARK RANGER SUPERVISOR  
PARKS SUPERVISOR  
PLAN CHECK MANAGER  
PLANNING MANAGER  
POLICE RECORDS SUPERVISOR  
PRINCIPAL ENGINEER (CIP SUPERVISOR)  
PUBLIC SAFETY COMMUNICATIONS MANAGER  
PUBLIC SAFETY DISPATCH SUPERVISOR – NON-EXEMPT  
PUBLIC WORKS INSPECTION SUPERINTENDENT  
RECREATION SUPERVISOR  
SENIOR ENGINEER  
SENIOR ENGINEER TRAFFIC  
SENIOR PLANNER  
SUPPORT SERVICES MANAGER – NON-EXEMPT  
UTILITY MAINTENANCE SUPERINTENDENT


DATE: 6/10/2019 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Mitch Lansdell  
Employee Relations Officer  
Acting City Manager

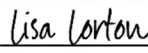
DATE: 6/10/2019 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Kerry Eden  
Assistant City Manager / Administrative Services  
Director

DATE: 6/6/2019 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Dennis Ralls  
CSA Board President

DATE: 6/10/2019 \_\_\_\_\_

DocuSigned by:  
  
\_\_\_\_\_  
Lisa Lorton  
CSA Board Vice President