



Agenda Report

File #: 19-0293

**AGENDA REPORT
REQUEST FOR CITY COUNCIL ACTION**

DATE: 6/05/2019

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:

City Council consideration of: (1) Corona General Employees Association Memorandum of Understanding effective June 5, 2019 through June 30, 2021; (2) Corona Supervisors Association Memorandum of Understanding effective June 5, 2019 through June 30, 2021; (3) Resolution No. 2019-011, amending the compensation and benefits of non-represented management/confidential group employees; (4) Resolution No. 2019-012 amending the compensation and benefits of non-represented executive group employees; (5) Fifth Amendment to Employment Agreement with the City Attorney/Legal & Risk Management Director to incorporate reference to the amended compensation and benefits resolution for the executive group; (6) Resolution No. 2019-032, rescinding Resolution No. 2017-117; and (7) Resolution No. 2019-033, rescinding Resolution No. 2017-118.

RECOMMENDED ACTION:

That the City Council:

1. Approve the Corona General Employees Association Memorandum of Understanding effective June 5, 2019 through June 30, 2021.
2. Approve the Corona Supervisors Association Memorandum of Understanding effective June 5, 2019 through June 30, 2021.
3. Adopt Resolution No. 2019-011 amending the compensation and benefits of non-represented management/confidential group employees.
4. Adopt Resolution No. 2019-012 amending the compensation and benefits of non-represented executive group employees.
5. Approve the Fifth Amendment to City Attorney/Legal & Risk Management Director Employment Agreement to incorporate reference to amended compensation and benefits

resolution for the executive group.

6. Adopt Resolution No. 2019-032 rescinding Resolution No. 2017-117 concerning the unilateral implementation of changes in wages, hours, and terms and conditions of employment in the Corona General Employees Association.
7. Adopt Resolution No. 2019-033 rescinding Resolution No. 2017-118 concerning the unilateral implementation of changes in wages, hours, and terms and conditions of employment in the Corona Supervisors Association.

ANALYSIS:

The California Meyers-Millias-Brown-Act (MMBA) requires the City to meet and confer, in good faith, with its bargaining groups on all matters relating to employment conditions and employer-employee relations including but not limited to wages, hours and other terms and conditions of employment. Pursuant to the MMBA, the City began negotiations with the Corona General Employees Association (CGEA) and the Corona Supervisors Association (CSA) in April 2016. Both Memorandums of Understanding (MOUs) expired June 30, 2016.

CGEA Negotiations and New MOU Terms

After a total of eleven bargaining sessions, the City issued its last, best, and final offer (LBFO) on August 3, 2017. The CGEA presented this offer to the membership and they overwhelmingly voted not to accept the offer.

The City declared impasse on August 17, 2017. Subsequently, the CGEA initiated the factfinding process authorized under the MMBA. The City and CGEA participated in a factfinding hearing on October 3, 2017. During a Special Meeting on November 14, 2017, the Council approved the adoption of Resolution No. 2017-117 authorizing unilateral implementation of changes in wages, hours, and terms and conditions of employment in the Corona General Employees Association.

The City resumed discussions with CGEA in January 2019, and after meeting and conferring in good faith, the City and CGEA reached agreement for a new MOU that will expire June 30, 2021.

Terms:

1. One-time Payments: \$3200 at signing, \$3100 in January 2020, and \$3000 in July 2020.
2. Overtime: Effective the full first pay period following June 5, 2019, the following paid time off will be included in determining the amount of time worked for purposes of calculating overtime compensation: Holiday time, Jury Duty, Fatigue Pay, Bereavement, and Association Time (Association Representatives' Activities and Training for Association Representatives). Effective the first full pay period following June 5, 2019, Dispatchers will be compensated overtime for time in paid status only when an emergency staffing levels exists, which is defined as times when the City employs less than twenty (20) full-time equivalent (FTE) Dispatchers who are fully qualified to perform their jobs. No more than two (2) part time Public Safety Dispatchers will be counted as one (1) FTE Public Safety Dispatcher for the purposes of determining when emergency staffing levels exist.
3. Standby Pay: Effective the full first pay period following June 5, 2019, increase the Forensic

Technician position to a flat rate of \$500 per week, all other positions eligible for Standby Pay will increase to \$400 per week.

4. Certification Pay: Effective the full first pay period following June 5, 2019, increase Grade 4 certificate pay to \$500 per month and Grade 5 certificate pay to \$525 per month.
5. Holiday Time: For pay and accrual purposes, a holiday will be calculated as the number of hours that employee would otherwise work on the holiday based upon the employee's normal work schedule up to a maximum of 10 hours per holiday.
6. Tier II Medical Difference: Effective the first full pay period following June 5, 2019, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) (i.e., Medical Difference), if any, may not be used to purchase benefits or otherwise taken as a taxable cash payment.
7. Tier IV: Effective the first full pay period following June 5, 2019, the medical allowance for this tier will be \$601.42 per month for employee only coverage, \$1202.83 per month for employee plus one dependent coverage, and \$1563.67 per month for employee plus two or more dependent coverage, which is the same allowance provided for all other CGEA employees.
8. Compensatory Time Bank: Effective the first full pay period following June 5, 2019, in lieu of overtime payment, members may accrue compensatory time off (CTO) up to 120 hours at any one time. CTO balances must be used or cashed out by November of each year and will not carry over from one year to the next.
9. Clean-up Changes: Other revisions to delete or update outdated provisions.

As part of the negotiations for a successor MOU, CGEA has agreed to withdraw PERB Case No. LA-CE-1271-M.

CSA Negotiations and New MOU Terms

The City's negotiators reached a tentative agreement with CSA early August 2016. However, on August 11, 2016, the membership voted down the tentative agreement. The City and CSA resumed negotiations on February 13, 2017, and held approximately five additional bargaining sessions. On July 25, 2017, the City issued its LBFO to CSA.

The City declared impasse on August 30, 2017. Subsequently, the CSA initiated the factfinding process authorized under the MMBA. The City and CSA participated in the factfinding hearing on October 16, 2017. During a Special Meeting on November 14, 2017, the Council approved the adoption of Resolution No. 2017-118 authorizing unilateral implementation of changes in wages, hours, and terms and conditions of employment in the Corona Supervisors Association.

The City resumed discussions February 2019, and after meeting and conferring in good faith, the City reached an agreement with CSA for a new MOU that will expire June 30, 2021.

New Terms:

1. One-time Payments: \$4000 at signing, \$3900 in January 2020, and \$3800 in January 2021.
2. Overtime: Effective the full first pay period following June 5, 2019, the following paid time off will be included in determining the amount of time worked for purposes of calculating overtime compensation: Holiday time, Jury Duty, Fatigue Pay, and Bereavement. Effective the first full pay period following June 5, 2019, Dispatcher Supervisors will be compensated overtime for time in paid status only when an emergency staffing levels exists, which is defined as times when the City employs less than twenty (20) full-time equivalent (FTE) Public Safety Dispatchers who are fully qualified to perform their jobs or less than four (4) FTE Public Safety Dispatch Supervisors.
3. Call-out Pay: The Construction Superintendent and Support Services Manager are being added to the list of positions that are eligible to receive four (4) hours of Call-out Pay per pay period.
4. Tier II Medical Difference: Effective the first full pay period following June 5, 2019, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through the Public Employees' Medical and Hospital Care Act (PEMHCA) (i.e., Medical Difference), if any, may not be used to purchase benefits or otherwise taken as a taxable cash payment.
5. Tier IV: Effective the first full pay period following June 5, 2019, the medical allowance for this tier will be \$601.42 per month for employee only coverage, \$1202.83 per month for employee plus one dependent coverage, and \$1563.67 per month for employee plus two or more dependent coverage, which is the same allowance provided for all other CSA employees.
6. Clean-up Changes: Other revisions to delete or update outdated provisions.

As part of the negotiations for a successor MOU, CSA has agreed to withdraw PERB Case No. LA-CE-1245-M.

Amendments to the Compensation & Benefits Resolution for the unrepresented groups (M/C and Executive Group Employees)

The attached Resolution No. 2019-011 and Resolution No. 2019-012 would update the M/C Group and the Executive Group compensation and benefits resolutions to incorporate the applicable terms and conditions established by the City's agreement with CSA.

Fifth Amendment to the City Attorney Employment Agreement

In connection with the above revisions to the CSA MOU and the compensation and benefit resolutions for the Executive Group employees, an amendment to the City Attorney/Legal & Risk Management Director Employment Agreement is being presented to incorporate the revisions to the compensation and benefits included in Resolution No. 2019-012. In order to avoid automatic adjustments, the compensation and benefits that are provided to the City Attorney/Legal & Risk Management Director Employment Agreement is tied to the Executive Resolution that was in effect when the Employment Agreement was approved or amended by the City Council. Therefore, it is necessary to update the reference in the Employment Agreement to the version of the Executive Group Employee Resolution that is presented for approval as part of this agenda item (Resolution

No. 2019-012) so that the changes apply to the City Attorney/Legal & Risk Management Director.

Rescinding Resolution No. 2017-117 and Resolution No. 2017-118

The new MOUs with CGEA and CSA incorporate and amend the wages, hours and terms and conditions of employment imposed pursuant Resolution No. 2017-117 and Resolution No. 2017-118. Therefore, it would be appropriate to rescind both Resolutions to ensure that the new MOUs are the controlling document for the wages, hours, and terms and conditions of employment for CGEA and CSA employees.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

Approval of the MOU agreements, resolution changes, and contract amendment have an estimated cost of \$1.2 Million in Fiscal Year 2018-19, \$1.8 Million in Fiscal Year 2019-20, and \$1.8 Million in Fiscal Year 2020-21. The various funding sources are shown in the following table, by group and fiscal year.

Fiscal Year/ Fund Group	Corona General Employees Association	Corona Supervisors Association	Management/ Confidential Group	Executive Group	City Attorney/ Legal & Risk Mgmt Dir.	Total
FY 2018-19						
General Fund	\$ 439,673	\$ 95,886	\$ 160,053	\$ 34,763	\$ 4,124	\$ 734,499
DWP Funds	261,056	50,539	17,256	4,825	-	333,676
Other Funds	83,244	19,466	24,328	5,773	-	132,811
Total FY 2018-19	\$ 783,973	\$ 165,891	\$ 201,637	\$ 45,361	\$ 4,124	\$ 1,200,986
FY 2019-20						
General Fund	\$ 610,655	\$ 119,707	\$ 202,327	\$ 33,894	\$ 4,021	\$ 970,604
DWP Funds	559,234	76,848	28,678	4,704	-	669,464
Other Funds	146,819	25,820	34,540	5,629	-	212,808
Total FY 2019-20	\$ 1,316,708	\$ 222,375	\$ 265,545	\$ 44,227	\$ 4,021	\$ 1,852,876
FY 2020-21						
General Fund	\$ 581,756	\$ 112,581	\$ 197,981	\$ 33,025	\$ 3,917	\$ 929,260
DWP Funds	549,946	75,469	28,051	4,583	-	658,049
Other Funds	144,147	25,349	33,844	5,484	-	208,824
Total FY 2020-21	\$ 1,275,849	\$ 213,399	\$ 259,876	\$ 43,092	\$ 3,917	\$ 1,796,133
Fund Group Totals						
General Fund	\$ 1,632,084	\$ 328,174	\$ 560,361	\$ 101,682	\$ 12,062	\$ 2,634,363
DWP Funds	1,370,236	202,856	73,985	14,112	-	1,661,189
Other Funds	374,210	70,635	92,712	16,886	-	554,443
Totals through 6/30/21	\$ 3,376,530	\$ 601,665	\$ 727,058	\$ 132,680	\$ 12,062	\$ 4,849,995

ENVIRONMENTAL ANALYSIS:

Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

PREPARED BY: EDELIA EVELAND, HUMAN RESOURCES MANAGER

REVIEWED BY: JAMIE RAYMOND, CHIEF DEPUTY CITY ATTORNEY

REVIEWED BY: KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

SUBMITTED BY: MITCHELL LANSDELL, ACTING CITY MANAGER

Attachments:

1. CGEA MOU (Redline)
2. CGEA MOU Clean
3. CSA MOU (Redline)
4. CSA MOU (Clean)
5. Resolution No. 2019-011 - Management Confidential Benefit Resolution (Redline)
6. Resolution No. 2019-011 - Management Confidential Benefit Resolution (Clean)
7. Resolution No. 2019-012 - Executive Benefit Resolution (Redline)
8. Resolution No. 2019-012 - Executive Benefit Resolution (Clean)
9. Fifth Amendment to the City Attorney Employment Agreement (Redline)
10. Fifth Amendment to the City Attorney Employment Agreement (Clean)
11. Resolution No. 2019-032 rescinding Resolution No. 2017-117
12. Resolution No. 2019-033 rescinding Resolution No. 2017-118



CORONA GENERAL EMPLOYEES ASSOCIATION

~~COMPREHENSIVE~~ ~~MASTER~~ MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
June 5, 2019 – June 30, 2021

 , **June 5, 2019 – June 30, 2021**

MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
June 5, 2019 – June 30, 2021

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MEMORANDUM OF UNDERSTANDING
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ATTACHMENT A A-1 to A-4

ARTICLE I - RECOGNITION:

WHEREAS, the City of Corona, California, ~~(hereinafter referred to as City)~~, represented by its Employee Relations Officer ~~(hereinafter referred to as ERO)~~, and the Corona General Employees Association, a recognized non-supervisory unit, represented by themselves (hereinafter referred to as CGEA), have met and conferred in good faith regarding those matters provided for in Section 3505 of the California Government Code; and

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

NOW, THEREFORE, ~~ERO~~CITY and CGEA jointly submit the following:

ARTICLE II - BEGINNING OF NEGOTIATIONS:

The City and members of CGEA agree to meet for the purpose of beginning negotiations no later than two (2) months prior to the expiration of this MOU.

ARTICLE III - ASSOCIATION REPRESENTATIVES & ACTIVITIES:

Section 3.1 - Association Representatives:

It is agreed by the parties to this Memorandum of Understanding that the Recognized Employee Organization may select a reasonable number of representatives for this Association.

This should be interpreted to mean one representative and alternate for each of the following sections: Animal Control, Community Development, Finance, Public Works, Fire, Library, Fleet Maintenance, Parks and Community Services, Streets, Water, and Water Reclamations. The Police Department shall be allowed two representatives and alternates provided that one representative and alternate shall be from a different shift than the other representative and alternate.

The City shall agree to increase the Association's list of representatives by providing that an officer of the Association will not be considered as a representative of the work unit from which he/she comes and that officers shall be allowed no more than two (2) hours per week for Association business provided that permission has been gained from the Officer's department head or designee.

The Recognized Employee Organization shall give to the City's representative a written list of employees who have been selected as representatives. This list shall be kept current by the Recognized Employee Organization.

Section 3.2 - Association Representatives' Activities:

The City agrees to allow the CGEA President and one (1) of the alternate representatives ~~describe~~listed above in Section 3.1 up to ten (10) hours per week to conduct CGEA business during their regular working hours. The City agrees to allow all other CGEA representatives or alternates a maximum of two (2) hours per week to conduct CGEA business during their regular working hours. Prior approval of an amount greater than ten (10) hours for the CGEA President or alternate, or two (2) hours for all other CGEA representatives or alternates, shall be requested and approved by the City Manager, subject to absences from the assigned task being approved by the immediate supervisor as defined below.

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
Revision October 16, 2013

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as representatives.

When leaving their work locations to conduct such investigations or processing, representatives shall first obtain permission from their immediate supervisor and inform that person of the nature of their business. In the event that permission cannot be granted promptly, the representative will be informed immediately when the time will be made available.

Upon entering a work location, the representative shall inform the immediate supervisor of the nature of his/her business. Immediate supervisor is defined as the most immediate supervisor present at the work location.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause undue interruption of work. If the employee cannot be made available, the representative will be informed immediately when the employee will be made available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communication between the Recognized Employee Organization and the City.

Section 3.3 - Training for Association Representatives:

The City agrees to allow representatives or alternates, without charge to leave or loss of pay, to attend training programs sponsored by CGEA for a reasonable time, but not to exceed forty (40) hours per representative, on an annual basis, provided that the subject matter of the training session is of mutual concern to the City and CGEA and the City's interest will be served by the employee's attendance; that attendance to such training program does not interfere with the work flow and operation requirements of the City; that notification be given to the supervisor in charge at least twenty-four (24) hours prior to scheduled attendance in such training program; and that payment for such time off will cover only straight time hours representatives or alternatives would otherwise have worked their regular work schedule.

Section 3.4 - Time Bank:

The City agrees to establish a "Time Bank" for use by members of CGEA for the purposes and subject to the restrictions provided herein. The Time Bank is for use by members of CGEA to attend seminars, classes, and conferences related to the meet-and-confer process. Additionally, any member of the Association may receive time off for the welfare of CGEA members, community service, and any lawful activity of the Association with pay drawn from the Time Bank, provided that said employee first gains approval for said use from the Association, and subject to the approval of his or her department head consistent with the operational needs of the member's home department. Access to the Time Bank shall be determined by CGEA's Board of Directors. The Time Bank shall be funded by members' Annual Leave Hours.

Section 3.5 - Access to City Facilities:

Reasonable access to employee work locations shall be granted to officers of CGEA and their officially designated representatives for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Department Head or the Municipal Employees Relations Officer. Access shall be restricted

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
Revision October 16, 2013

so as not to interfere with the normal operations of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of CGEA, such as holding membership meetings or campaigning for office, shall not be conducted during working hours. Failure to observe these requirements may result in curtailment of the granting of access to employee work locations.

However, the City's e-mail system may be utilized during normal business hours by the Association for the purposes of communicating with its members about CGEA-related activities.

~~The~~ CGEA shall have the right to use City facilities at reasonable times, provided such use does not interfere with City operations and/or programs or duties of the CGEA members and other City employees. Requests for use of facilities shall be submitted to the appropriate City agent and no reasonable request will be denied. There will be no charge for use of any City facility, except for any additional expense incurred by the City because of such usage. The use of City vehicles to attend such meetings will only be allowed if such use will be of less cost and wear on the vehicle than returning to pick up a private vehicle.

CGEA shall be granted use of bulletin boards in all existing locations for purposes of posting union-related information only.

~~Section 3.4 – Agency Shop:~~

~~A. Authority – Union Dues Deductions:~~

~~The City and CGEA mutually understand and agree that as a result of the State of California's adoption of Government Code Section 3502, all employees represented by the CGEA have the right to join or not join the CGEA. However, the enactment of a local "Agency Shop" arrangement, pursuant to a secret ballot election under Government Code Section 3502.5(b), requires that as a condition of continuing employment, employees in the affected bargaining unit must either join the CGEA, pay to the CGEA a service fee in lieu thereof, or agree to comply with the provisions of Government Code Sections 1152, 1157.3 and 1157.12 pertaining to salary and wage deductions for union dues.~~

~~establish a religious exemption there from. Such service fee shall be established by the CGEA, and shall not exceed the standard initiation fee, periodic dues and general assessments of the CGEA.~~

~~B. Agency Shop~~

~~Inasmuch as a majority of CGEA members voting in a secret ballot election conducted by the Division of Conciliation of the Department of Industrial Relations, pursuant to California Government Code Section 3502.5(b), voted in favor of an Agency Shop, the City agrees to grant CGEA an Agency Shop provision. Said Agency Shop provision shall be subject to the following terms and conditions:~~

- ~~1) An employee working in a classification covered by this MOU shall, within thirty (30) calendar days of his/her employment, either (1) execute a payroll deduction authorization form as furnished by the City, and thereby become and remain a member in good standing in CGEA; or (2) by a deduction made~~

- ~~pursuant to California Government Code Section 3508.5, pay to CGEA, a monthly service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of CGEA during the term of the current MOU as hereby amended.~~
- ~~2) Each employee who has not submitted a payroll deduction authorization for dues to CGEA at the time this MOU amendment takes effect shall, within thirty (30) calendar days thereafter, either (1) execute a payroll deduction authorization form as furnished by the City, and thereby become and remain a member in good standing in CGEA; or (2) by a deduction made pursuant to California Government Code Section 3508.5, pay to CGEA a monthly service fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments of CGEA during the term of the current MOU as hereby amended.~~
 - ~~3) In the case of an employee who certifies he/she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, such employee shall execute a payroll deduction authorization form as furnished by the City, and thereby pay sums equal to the monthly service representation fee to a non-religious, non-labor charitable fund, chosen by the employee from a list of at least three such funds which are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. These charitable funds are: the United Way, the American Heart Association, and the American Cancer Society, and they are funds for which the City offers payroll deductions.~~
 - ~~4) No dues, fee or contribution deduction shall be made during any pay period when the employee has no pay or the employee's earnings are insufficient, after all other deductions are made, to cover the full amount of the dues, fee, or contribution. In such cases, no deduction shall be made from future earnings to cover said pay period.~~
 - ~~5) The CGEA shall advise the City, in writing, of the dues and service fee amounts to be deducted. Any change in the amounts will be submitted to the City, in writing, at least thirty (30) days prior to the effective date of such change.~~
 - ~~6) All deducted dues and service fees shall be remitted to the CGEA no later than thirty (30) calendar days after deduction. The City shall also provide an itemized statement each pay period detailing each employee's name, amount of deduction, and category of deduction.~~
 - ~~7) It is agreed that the City assumes no obligations to, in any manner, enforce the provisions of the above paragraphs beyond implementing any valid payroll deduction authorizations submitted by unit employees authorizing the deduction of dues or other authorized payments to CGEA, or amounts in lieu~~

- ~~of service fees to specified authorized charities and deducting agency service fees from all other bargaining unit employees.~~
- ~~8) CGEA shall, within sixty (60) days after the end of each fiscal year in which the Agency Shop provision was operative, provide the City with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5(d).~~
- ~~9) It is recognized that CGEA, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.~~
- ~~10) This Agency Shop provision may be rescinded by agreement between the parties or in accordance with the requirements of Government Code Section 3502.5(d).~~

~~C. CGEA agrees to and shall indemnify and hold harmless the City of Corona, its Council, boards, commissions, officers, agents, servants and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees arising from or in any manner connected with the operation of this Agency Shop provision.~~

~~Section 3.5~~Section 3.7 - Association and Employee Relations Information:

The City will make available to CGEA such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and California Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to CGEA includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this section shall be construed to require disclosure of records that are:

- A. Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles;
- B. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweigh the public interest served by disclosure of the record;
- C. Records pertaining to pending litigation to which the City is a party, or to claims or appeals which have not been settled;
- D. Nothing in this item shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the agency.

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The Human Resources Department shall notify CGEA of termination, resignation or leave of absence of any CGEA member.

~~Section 3.68~~ - Association Grievance Procedures:

The Grievance Procedure is delineated in the City's Employee Relations Resolution 78-59.

~~3.68.1~~ Grievances – Scope:

In addition to the grievances permitted by the Employee Relations Resolution 78-59, employees may file grievances over the interpretation or application of the following administrative policies:

- 200.10 Rest Periods, Breaks
- 200.17 Excused Absences
- 200.20 Equal Employment Opportunity
- 200.23 Modified Duty Program & Work Related Injuries & Illnesses
- 200.26 Leave of Absence Without Pay
- 200.27 Workplace Harassment
- 200.35 Voluntary Donation of Annual Leave

~~Section 3.7~~ - Training for Association Representatives:

~~The City agrees to allow representatives or alternates, without charge to leave or loss of pay, to attend training programs sponsored by CGEA for a reasonable time, but not to exceed forty (40) hours per representative, on an annual basis, provided that the subject matter of the training session is of mutual concern to the City and CGEA and the City's interest will be served by the employee's attendance; that attendance to such training program does not interfere with the work flow and operation requirements of the City; that notification be given to the supervisor in charge at least twenty four (24) hours prior to scheduled attendance in such training program; and that payment for such time off will cover only straight time hours representatives or alternates would otherwise have worked their regular work schedule.~~

~~Section 3.8~~ - Time Bank:

~~The City agrees to establish a "Time Bank" for use by members of the CGEA for the purposes and subject to the restrictions provided herein. The Time Bank is for use by members of CGEA to attend seminars, classes, and conferences related to the meet and confer process. Additionally, any member of the Association may receive time off for the welfare of CGEA members, community service, and any lawful activity of the Association with pay drawn from the Time Bank, provided that said employee first gains approval for said use from the Association, and subject to the approval of his or her department head consistent with the operational needs of the member's home department. Access to the Time Bank shall be determined by CGEA's Board of Directors. The Time Bank shall be funded by members' Annual Leave Hours.~~

ARTICLE IV - BENEFITS:

~~Section 4.1~~ - Banking Privileges:

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~~The City shall provide, through its contracted bank, a standard-size safe deposit box (1 per unit member) for employees hired before July 15, 1987.~~

Section 4.2 - Deferred Compensation:

The City shall deposit into the City of Corona Deferred Compensation Plan account of each member of the Association at the end of each quarter an amount equal to that deposited by the member, not to exceed \$500.00 per calendar year. The City match shall be applied to a single provider only and cannot be split between providers. Members who fail to open a Deferred Compensation account shall forfeit this benefit.

Tier II and Tier III employees hired on or after January 1, 1999, shall receive an additional payment into their deferred compensation plan account of \$150.00 per quarter. The employee must select one provider for this benefit. Members shall receive a quarterly payment of \$50 that will be placed in a Retirement Healthcare Savings Account. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.

~~The members of the CGEA have agreed to concede the \$500 yearly match contribution to each member's Deferred Compensation account for calendar years 2012, 2013, 2014, and 2015. The Deferred Compensation match benefit (\$500 per year) shall be reinstated beginning January 1, 2016, and thus will be recognized as part of any continuation of this contract beyond June 30, 2015. The City and the CGEA shall have the option to revisit the above deferral in April of 2014.~~

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.

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

Notwithstanding anything in this Section 4.21 to the contrary, the deferred compensation benefits described in this Section 4.21 (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 – Flexible Benefit Allowance₂ - Cafeteria Plan~~

~~No flexible benefit allowance shall be provided to any CGEA employees hired on or after November 14, 2017, and effective January 1, 2018 no flexible benefit allowance shall be provided to any CGEA member while an employee of the City. Flexible benefit allowances provided to employees hired on or before November 13, 2017 shall continue to be honored through December 31, 2017 pursuant to the MOU terms in effect on November 13, 2017.~~

Section 4.4 Active employees who are members of CGEA may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The Member shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year. Benefits currently available under the Cafeteria Plan are as follows:

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

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

Section 4.3 - Insurance:

4.3.1 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 offered through the CalPERS Health Program as governed by the Public Employees’ Medical & Hospital Care Act (“PEMHCA”). 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.

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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 Difference shall be provided to any member of CGEA 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.

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

- (C) Tier III Employees: The City agrees to provide, 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

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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 Medical 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.

4.4.3.2 Medical Insurance Opt Out:

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

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.

4.4.3.3 Retiree Medical Insurance:

- (A) Tier I Retirees: The City agrees to provide a full 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 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

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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.

(B) 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 & 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, Tier III and Tier 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, Tier III and Tier IV Retirees for premiums paid to Social Security for health insurance through Medicare.

4.4.4 Retiree Health Alternative:

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

4.4.5 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).

4.4.6 Short-Term Disability Insurance:

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The City shall provide a short-term disability 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- Ability to utilize annual leave ~~or frozen sick leave~~ to supplement disability payments.

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

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.

4.43.7 Long-Term Disability Insurance:

The City shall provide a long-term disability 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;
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Ability to utilize annual leave ~~or frozen sick leave~~ to supplement disability payments.

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

4.43.8 Life Insurance & Accidental Death and Dismemberment:

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.

The City shall provide life insurance coverage for unit 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 employees (potential) life insurance benefit.

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

4.43.9 Retiree Life Insurance:

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

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4.43.10 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 4.54 - Medicare Contribution:

The City shall agree to pay the mandatory Medicare contribution of 1.45% of salary for those members of the Association hired after April 1, 1986. Such payment shall be included within the total compensation formula.

Section 4.65 - Public Employees Retirement System (CalPERS):

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

4.65.1 Formula and Contribution Rates for ~~Tier I and Tier II Employees~~ 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:

~~(A) Tier I employees hired prior to January 1, 1999, the City agrees to pay the current _____ "Classic" members of CalPERS normal contribution on behalf of each unit member, said standard contribution being shall pay the eight percent (8%). Such payments shall be reported as normal contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized this contribution does not affect an employee's base pay. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate%) normal member CalPERS resolution to remove such employer paid member contributions (EPMC), and thus the City will no longer pay the eight percent (8%) EPMC and will no longer report the value of the eight percent (8%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier I employees shall pay the eight percent (8%) normal member contribution. Classic members of CalPERS contribution.~~

~~(B) Tier II employees hired on or after January 1, 1999, shall pay 3% of the employee portion of the CalPERS retirement contribution. It is acknowledged that payment by the City for the City's portion of the employee contribution (generally expected to be 5%) shall be considered~~

~~taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized this contribution does not affect an employee's base pay. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove such employer paid member contributions (EPMC), and thus the City will no longer pay the five percent (5%) EPMC and will no longer report the value of the five percent (5%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier II employees shall pay the eight percent (8%) employee CalPERS contribution.~~

~~(C) Employees~~ 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.

~~4.65.2 Formula and Contribution Rates for Tier III Employees~~ CalPERS "New" Members, as defined in PEPRA:

Formula: 2% at age 62 CalPERS Benefit Formula – Local Miscellaneous Member, ~~Tier III, applicable to "New Members" defined as those employees hired on or after January 1, 2013, who have never been a member of any public retirement system prior to January 1, 2013, or who were members of any other public retirement system prior to January 1, 2013, that were not subject to reciprocity; or were members prior to the effective date and had a break in service in excess of six months unless previously employed by the City if they remained CalPERS members.~~

~~Tier III – New Members, Mandatory Employee Contribution, Pensionable Compensation Limit, and Final Compensation Formula as required by Assembly Bill 340 (2012):~~

~~(A) 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 ~~New Member's~~ employee's paycheck.

~~(B) Pensionable Compensation Limit: ___ As of January 1, 2013, the compensation of New Members reported to CalPERS established and adjusted by CalPERS to be used in calculating retirement benefits will be capped at \$136,440, on an amount that will be subject to annual adjustment by CalPERS.~~ basis.

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

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4.65.3 Additional Benefits:

- § 20042 “Final Compensation” – One Year-Local Member Final
Compensation determined by “Highest Single Year of Service”
*For ~~Tier I and Tier II members~~ 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
~~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 employee (contingent on PERS contractual requirements).~~)-]~~
- § 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
- The City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628) to unit members (Re-opener contingent on State legislation pertaining to PERS retirement benefits).

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- Medical contribution for Retirees (Government Code § 22825.6~~7~~).

Section 4.76 - On-the-Job Training:

The City agrees to develop and maintain a policy to provide members of the Association with on-the-job training which may expand their skills, knowledge, and abilities. The focus of training will be in classifications other than those presently held by the employee. The parties agree that no additional compensation and/or benefits will be granted to an employee volunteering to perform the duties of a higher position or classifications, under supervision, while on on-the-job-training status. The City retains the right to determine whether such volunteer will participate in the on-the-job training consistent with the training needs and programs that will be utilized. Such training will be recorded in the employee's personnel record for reference when being considered for promotion.

Section 4.87 - Tuition Reimbursement:

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

Subject to satisfaction of all criteria set forth in this Section 4.87, 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 4.87.2 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.

4.87.1 Pre-Approval:

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

4.87.2 Reimbursable Costs:

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

4.87.3 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.

4.87.4 Procedure:

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

ARTICLE V - HOLIDAYS:

The following Holidays shall be observed by all unit members.

1. January 1st, New Year's Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4th, Independence Day
6. First Monday in September, Labor Day
7. November 11th, Veterans Day

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8. Fourth Thursday in November, Thanksgiving Day
9. Friday immediately after Thanksgiving Day
10. December 24th, Christmas Eve
11. December 25th, Christmas Day
12. December 31st, New Year's Eve
13. Every day appointed by the President, Governor, or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the State.

If a Holiday falls on a Sunday, the Monday following is observed. If a Holiday falls on a Saturday, the proceeding Friday is observed.

Shift Employees shall observe Holidays on their actual occurrence. A Shift Employee is a General Association employee who 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.

Unit members under this section shall be compensated at time and one-half for hours actually worked on the Holidays designated in this section. For pay and accrual purposes, a Holiday is ~~eight~~ the number of hours that the employee would otherwise work on the Holiday based upon the employee's normal work schedule up to a maximum of ten (10) hours. If a Holiday falls on a regularly scheduled day off, the ~~amount of time will be considered accumulated~~ employee shall accrue in Annual Leave, to a maximum of eight (8) hours the same number of hours that the employee would otherwise work on the Holiday based upon the employee's normal work schedule up to a maximum of ten (10) hours for any one Holiday, depending on the employee's normal work schedule, to be used in accordance with the City's Annual Leave policy.

ARTICLE VI - LAYOFF PROCEDURE:

Whenever it becomes necessary for economic reasons to reduce the number of persons in the employ of the City of Corona the process recited below shall be employed:

Section 6.1 - Order of Separation:

No permanent full-time employee shall be separated from any department while there are emergency, probationary, part-time, or temporary employees (not including federally funded) serving in the same position classification in the affected department. In each department in which there is to be a reduction in force, employees shall be laid off according to seniority in job classification. Seniority will be calculated using the job family (Attachment A). In case of equal seniority (within one year of each other) in job family, the numerical score on performance evaluations shall be used to determine the employee to be laid off.

NOTE: The order of separation described above is based on seniority within a particular job family rather than overall seniority within the City. Therefore, it is possible for a unit member to displace another unit member with more overall seniority in the City. The displaced employee shall, in turn, be entitled to Bumping Rights as described below.

Section 6.2 - Bumping Rights:

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The employee scheduled to be laid off shall be entitled to bump (retreat) to a position in a classification occupied by an incumbent with less overall City (displacement) seniority, provided it is in a position and department in which he or she formerly held a regular-status appointment. The unit member must be qualified by education and experience and be capable of performing the duties of the classification and must meet the minimum requirements associated with the position, such as physical and mental demands.

The employee with lesser seniority shall be bumped by the person scheduled for layoff. The bumped employee shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump (retreat) to a position in a classification and department in which he or she formerly held a regular-status appointment. The unit member must be qualified by education and experience and be capable of performing the duties of the classification and must meet other minimum requirements associated with the position, such as physical and mental demands.

Any general unit employee member shall be allowed to bump (retreat) to any department in which he or she formerly held a regular-status or full-time / benefited provisional appointment. The minimum qualifications for the classification must be met in all cases. In cases of equal seniority, the aforementioned criteria shall prevail.

A general unit employee whose former position has been re-titled or reclassified shall be entitled to the following procedure: If said member is laid off and denied bumping rights and wishes to appeal that decision, it shall be that member's responsibility to submit a written request to the CGEA President within three (3) working days of the denial of bumping rights. The CGEA Board will screen each request, and if it appears to have substantial foundation, the Board will request a formal review by an Appeals Committee within one week. The Appeals Committee shall consist of the CGEA President or designee, the Human Resources Department or designee, and the Director or designee one step down the organizational chart in the department to which the employee seeks to bump. The Appeals Committee shall render a decision within one week, and notification will be made to the member by CGEA. In cases where the Appeals Committee is not unanimous, a decision based on the majority of the three members shall prevail. The decision of the Appeals Committee shall be final, with the exception that if the CGEA representative is the minority, the Association will have the opportunity to appeal to the City Manager, whose decision shall in all cases be final.

Section 6.3 - Notice Requirement:

Each employee laid off shall be given written notice of layoff not less than one month prior to the effective date, or shall be paid severance in the amount of 160 hours (equating to one month) and shall be advised of reemployment status. Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave.

Section 6.4 - Reemployment List:

Employees laid off shall be placed on a Reemployment List for the classification held at the time of layoff. The Reemployment List shall be maintained with the employee with the greatest position seniority at the top of the list and others in order of position seniority following.

If a vacancy in that classification or series within the city exists, the appointing authority shall appoint from the Reemployment List. When there is more than one employee on the Reemployment List, the appointing authority may select from the top two using seniority and performance evaluation to guide the selection and appointment. If no former employee on the list decides to accept reemployment, the list shall be declared void, and in no case shall be valid for more than two (2) years.

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The President and 1st Vice President of the Corona General Employees Association shall be exempt from layoff during the term of this agreement.

ARTICLE VII - LEAVES:

Section 7.1 - Annual Leave - Definition:

Annual Leave is compensated absence for those eligible 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 Section 7.2.9. Special reference to Tier I Annual Leave calculations in Section 7.2.12.

Section 7.2 - Annual Leave - Policy:

-7.2.1 Accrual of Annual Leave Hours:

Full-Time Regular Employees: Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee. Employees shall accrue Annual Leave according to the following formula:

<u>Years of Service</u>	<u>Post July, 1987 Hire:</u>		<u>Pre July, 1987 Hire:</u>	
	<u>Each Pay Period</u>	<u>Annual</u>	<u>Each Pay Period</u>	<u>Annual</u>
1-5	6.46	168 Hours	7.69	200 Hours
6-8	7.08	184 Hours	8.31	216 Hours
9-15	8.00	208 Hours	9.23	240 Hours
16+	9.54	248 Hours	10.77	280 Hours

7.2.2 Annual Leave During Initial Probation:

Probationary employees employed less than one full year shall accrue Probationary Sick Leave at one-half the rate of a 1-5 year full time regular employee. Such accrued time may be used for employee or family illness or medical reasons.

After six (6) months, an employee may request 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.

7.2.3 Regular Status Upon Completion of Probation:

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Notwithstanding the above, upon completing initial probation and obtaining status as a full time regular employee, unit members shall have credited to their Annual Leave account all unused accrued hours at the 1-5 year employee rate.

7.2.4 Annual Leave Usage & Accumulation During Periods of Annual Leave:

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

7.2.5 Unpaid Leave:

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

7.2.6 Annual Leave Accrual Rates for Holidays:

General Association employees who work on holidays are compensated for the holiday in accordance with the Article VIII of this Memorandum of Understanding and accrue ~~eight (8) hours of Annual Leave~~. in Annual Leave hours the same number of hours that the employee works on the holiday based upon the employee's normal work schedule up to ten (10) hours.

General Association employees who do not work on holidays are compensated for holidays in accordance with the Fair Labor Standards Act, but do not accrue Annual Leave hours.

7.2.7 Maximum Accumulation of Annual Leave:

As of December 31st of each year, an employee shall have no more than a maximum of 584 hours of Annual Leave accumulated. 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.

7.2.8 Annual Leave Usage:

- a. Employees 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, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.
- d. Employees desiring to use Annual Leave time which has not been previously scheduled for illness or family emergency shall report to their department to obtain authorization for the absence. The department head or designee may require the employee to furnish satisfactory evidence justifying any such request.

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- e. Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Department, after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Human Resources Department, based upon medical information supplied by the employee's physician and/or the City's examining physician.
- f. Annual Leave may be used to supplement short and long term disability payments.

7.2.9 Annual Leave - Workers Compensation:

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

7.2.10 Annual Leave – Separation ~~From~~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 ~~(\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older).~~ 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.

7.2.11 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 of pay 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 11.3), Assignment Pay ([Section 11.4](#)), Certification Pay (Section 11.5) or Standby Pay (Section 11.6).

~~Frozen Sick Leave accounts are not available for buy-back.~~

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

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

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

Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower 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.

~~The City will endeavor to implement, on or before July 1, 2018, a process that allows Employees to make an advance irrevocable election twice per year to buy back Annual Leave that will accrue after the election provided that the City's computer and software technology can accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, as determined by the City Manager. If the City's computer and software technology can accommodate an electronic method, the City and CGEA shall meet and confer in good faith to negotiate a side letter or other agreement to implement the twice per year buy-back process, including, without limitation, the time for submission of Annual Leave Buy Back Request forms and the minimum criteria that an Employee must satisfy to buy back Annual Leave. If the City's computer and software technology cannot accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, the City shall provide notice to CGEA on or before June 1, 2018.~~

7.2.12 Annual Leave – Tier I Employees:

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

~~**Section 7.3 — Frozen Sick Leave (Former Sick Leave Accounts):**~~

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

~~**7.3.1 — Frozen Sick Leave — Definition:**~~

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

~~**7.3.2 — Use of Frozen Sick Leave Hours:**~~

~~Any time off based on a verified "on the job" injury shall be an eligible use of the Frozen Sick Leave account irrespective of the number of hours of accrued Annual Leave that the injured employee has. In the case of illness, an employee may use Frozen Sick Leave under any of the following provisions:~~

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

~~7.3.3 Frozen Sick Leave — Leave Donation~~

~~Frozen Sick Leave may not be used to donate hours.~~

~~7.3.4 Frozen Sick Leave — Cash Payment Provisions:~~

~~Employees who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's hourly rate at the time of payment. Tier I employees payment shall be calculated at the employees then current hourly base pay rate and the Tier I Longevity Pay combined. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

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

~~An employee has the option of a cash payment or a delay in the date of retirement as the method for receiving unused Frozen Sick Leave.~~

~~Employees who are laid off as a result of Reduction in Force, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their unused Frozen Sick Leave for each year of service. Payment shall be calculated~~

~~at the employee's hourly base pay rate at the time of payment plus, for Tier I employees, the Tier I Longevity Pay. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~A laid-off employee with Frozen Sick Leave who is not eligible to retire will receive a cash payment according to the above terms upon separation.~~

ARTICLE VIII - OVERTIME:

Section 8.1 - Overtime Authorization:

The City agrees to compensate members eligible for overtime pay at the rate of time and one-half in addition to the regular day's pay when a member must work on a holiday. In addition, effective the first full payroll period following November 14, 2017, members will be compensated 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), ~~except as provided in 8.2 below~~. Tier I employee overtime pay rate calculation shall include the ~~three percent (3%) Off-Salary-Schedule-Pay~~ Section 8.2 – Compensatory Time: Tier I Longevity Pay.

~~Effective November 14, 2017, Members~~

Section 8.2 – Exceptions:

- A. Notwithstanding Section 8.1, for purposes of calculating overtime compensation for CGEA 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:
- 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.)
 - Association Representatives' Activities (Section 3.2)
 - Training for Association Representatives (Section 3.3)
- B. Notwithstanding Section 8.1, effective the first full pay period following June 5, 2019, Public Safety Dispatchers 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. For purposes of this Section 8.1(B), an emergency staffing level exists when the City employs less than twenty (20) full-time equivalent (FTE) Public Safety Dispatchers who are fully qualified to perform their job duties. 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, the Public Safety Dispatcher 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, employees who are using Annual Leave pursuant to Article VII (other than Section 7.2.9) or are otherwise on short-term approved leaves, such as those listed in Section 8.2(A), shall be included. The City and CGEA

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agree to review and evaluate the necessity of this Section 8.1(B) when the term of this MOU expires as set forth in Section 12.1.

C. The City ~~unit may no longer~~ and CGEA agree that the exceptions set forth in this Section 8.2 create a contractual right for the members of CGEA and shall not be subject to or governed by the FLSA.

Section 8.3 – Compensatory Time:

Effective the first full pay period following June 5, 2019, members of CGEA may elect, in lieu of overtime payment, to receive compensatory time off (CTO). ~~All CTO accrued prior to November 14, 2017~~ CTO will be calculated by the Administrative Services Department at a rate of one and one-half hours for each hour for which overtime compensation is required, whether by contract or pursuant to the FLSA. CGEA and the City agree that the provision of CTO is a contractual right of the members of CGEA and shall not be subject to or governed by the FLSA.

CGEA members may accrue up to 120 hours of CTO (based upon 80 overtime hours) at any given time during the twelve (12) month period commencing on the first Friday after the first payroll pay date in November each year (“Effective Date”) and ending on the day before the anniversary of the Effective Date (“CTO Accrual Period”). Any overtime hours worked which would cause an employee’s CTO bank to exceed 120 hours at any given time during the CTO Accrual Period shall be paid as overtime compensation only and shall not be subject to conversion to CTO until such time that the employee’s CTO bank contains less than 120 hours. CTO balances shall be used ~~and shall be~~ ~~or~~ cashed-out at the end of the CTO Accrual Period each year and will not carry over from one year to the next.

If a CGEA member elects to cash out accrued CTO, CTO payments will be calculated at the employee’s base rate of pay as of the last full pay period prior to payment. Upon termination of employment, a member will be paid for any accrued and unused CTO at the employee’s base rate of pay at the time of termination of employment.

Notwithstanding anything in this MOU to the contrary, effective June 5, 2019, for purposes of calculating payment to cash out accrued CTO, an employee’s base rate of pay shall not include Longevity Pay (Section 11.2(A)), Bilingual Pay (Section 11.3), Assignment Pay (Section 11.4), Certification Pay (Section 11.5), Standby Pay (Section 11.6) or Uniform Allowance (Section 11.7). Notwithstanding the foregoing, for Tier 1 employees, the employee’s base rate of pay shall include Tier 1 Longevity Pay.

A member of CGEA with accrued CTO hours shall be permitted to use such time in accordance with the ~~MOU terms in effect on November 13, 2017.~~ same guidelines used for other approved leaves and / or absences by the employee’s department provided that an employee shall not be permitted to use more than 120 hours of CTO during each CTO Accrual Period. No minimum of hours shall be required to remain in the employee’s CTO bank in order for an employee to use accrued CTO hours.

ARTICLE IX - PROBATION PERIOD:

Section 9.1 - Extension of Probation: Leave Without Pay or On-the-Job Injury:

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

Section 9.2 - Extension of Probation: Department Head’s Discretion:

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

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Section 9.3 - Probation: Promoted Association Employees:

Employees promoted to a higher position within CGEA shall be subject to a six-month probationary period.

ARTICLE X - COMPENSATION:

Section 10.1 - Salary Range and Merit Increases:

Each position shall be assigned a salary range. The minimum time that an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons.

The City agrees that merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of "Satisfactory" or better from his/her supervisor shall be advanced 5% each year up to the top of the position's range.

Section 10.2 - Classifications Studies and Performance Evaluations:

Upon request, the City agrees to provide the Association with a quarterly report regarding the current status of all pending classification studies and performance evaluations for members of the Association.

Section 10.3 - Total Compensation / Benchmark Positions:

The City hereby modifies the salary policy of the City of Corona to define "prevailing rate" as "that average rate of pay for comparing agencies that takes into account the total compensation paid to or on behalf of the employee," and is not just a comparison of salary only. —The City and the Association agree that the definition of total compensation shall include the following: salary and wages, any social security benefits, retirement benefits, medical premiums, reimbursement programs for eligible expenses, life insurance premiums, short- and long-term disability premiums, uniform allowances, longevity pay, deferred compensation amounts paid by the City, state disability insurance premiums, and any other payments made by the City which may be agreed to at a later date by the City and the Association. The City and the Association agree to meet and confer regarding "benchmark" positions and "comparative" cities prior to the end of this agreement. Benchmark positions for survey purposes are: Accountant, Administrative Assistant, Animal Control Officer I, Animal Control Officer II, Associate Engineer, Associate Planner, Building Inspector I, Building Inspector II, Buyer, Code Enforcement Officer, Engineering Technician, Fleet Services Technician, Information Technology Technician, Librarian, Maintenance Technician II, Park Maintenance Worker, Police Records Technician II, Public Safety Dispatcher II, Senior Office Assistant, Source Control Inspector, Street Maintenance Worker, and Utilities Service Worker II.

The cities to be surveyed are: Anaheim, Fontana, Fullerton, Moreno Valley, Ontario, Orange, Pomona, Rancho Cucamonga, Riverside, and San Bernardino.

~~*Section 10.4 — Base Pay & Special Compensation Adjustment:*~~

~~Effective October 19, 2013, base pay shall be increased for Tier I and Tier II employees by at least five percent (5%) by moving each employee's base pay ten (10) steps up on the City's salary grid. The salary ranges for all positions in the CGEA will be updated accordingly. In addition, Tier I employees shall also receive the Tier I Longevity Pay provided for in Section 11.12(B).~~

~~*Section 10.5 — One-Time Special Compensation Adjustment:*~~

~~On or before July 2, 2015, all members of the CGEA who were employed by the City on June 26, 2015, excluding employees who have separated from the City on or prior to June 26, 2015 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time Off-Salary-Schedule Payment equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) in lieu of a base pay salary increase. For all members of the CGEA other than employees who are "new members" as defined by Government Code Section 7522.04(f), the City shall report this Off-Salary-Schedule Payment to CalPERS as special compensation in the final pay period of fiscal year 2014-15, so long as it does not exceed six percent (6%) of the employee's base salary in fiscal year 2014-15. To the extent that this Off-Salary-Schedule Payment exceeds six percent (6%) of the employee's base salary in fiscal year 2014-15, the City shall report it as special compensation up to six percent (6%). For employees who are "new members" as defined by Government Code Section 7522.04(f), this Off-Salary-Schedule Payment shall not be reported to CalPERS as compensation.~~

~~Section 10.6—2017 Base Rate of Pay COLA:~~

~~Effective the first full payroll period following November 14, 2017, the base rate of pay for all unit members shall be increased by approximately two percent (2%) by moving each employee's base pay four (4) steps up on the City's salary grid. The salary ranges for all positions in the CGEA will be updated accordingly in the City's Position Library and Compensation Plan.~~

ARTICLE XI - SPECIAL COMPENSATION:

Section 11.1 - Shift Differential:

The City agrees to pay the following classifications shift differential calculated on base pay:

Job Title

Animal Control Officer I & II
Building Facilities Maintenance Technician I/II/III – Maintenance Services
Community Service Officer I & II
Jailer
Lead Water Operator
Lead Water Reclamation Operator
Maintenance Technician I/II/III FLEX
Police Records Technician I & II
Public Safety Dispatcher I-~~&~~/ II —FLEX
Senior Public Safety Dispatcher
SCADA Maintenance Technician III
Senior Water Operator
Senior Water Reclamations Facility Operator
Utilities Service Worker I/II/III FLEX
Water Maintenance Technician I & II FLEX
Water Operator I/II/III FLEX
Water Reclamation Operator I/II/III FLEX

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Swing shift shall be defined as any shift that starts between the hours of 12:00 p.m. and 8:59 p.m. Graveyard shift shall be defined as any shift that starts between the hours of 9:00 p.m. and 4:59 a.m.

Positions listed as qualified shift workers, as defined above, shall have Shift Differential paid (Swing, 7.5% or Graveyard, 10%) 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.

Positions listed above are not automatically eligible for a shift differential. Only those positions which have regularly rotating shifts based on a 24 hour a day 7 day a week operation, or that are both on the list above and are authorized and designated as holding a shift differential assignment by their Department Head will be eligible.

Shift Differential Pay shall be included in the regular rate for the purposes of calculating overtime.

~~Section 11.12 – Tier I Longevity Pay:~~

~~Effective October 19, 2013, Tier I employees will receive the Tier I Longevity Pay over their base pay rate. City shall report this Off-Salary Schedule Pay as special compensation, as the intent of the CGEA and City is that it will be reportable compensation pursuant to CCR Section 571(a) and (b). All other salary calculations shall include the employees' base pay rate and the three percent (3%) Off-Salary-Schedule Pay combined.~~

Section 11.2 - Longevity Pay:

A. All CGEA Members:

In recognition of a unit member's length of service to the City of Corona, an annual payment will be paid to members who qualify under the following schedule, as of September 1 of each year:

After five (5) years of regular service	\$500.00
After ten (10) years of regular service	\$700.00
After fifteen (15) years of regular service	_____ \$800.00
After twenty (20) years of regular service	_____ \$1,000.00

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.

B. Tier I CGEA Members:

In addition to the Longevity Pay provided in Section 11.2(A) above, Tier I employees will also receive three percent (3%) over their base pay rate ("Tier I Longevity Pay"). All other salary calculations shall include the Tier I employees' base pay rate and the Tier I Longevity Pay combined. Tier I Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS.

Section 11.3 - Bilingual Pay:

Effective the first full payroll period following November 14, 2017, the bilingual pay program provides an increase of \$189.58 per month for those members demonstrating the ability to both understand and effectively

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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 employees to be eligible will be determined by Management, and to become qualified an employee must be certified by the Human Resources Department after passing an oral conversational test established by Management.

Section 11.4 - Assignment Pay:

11.4.1 Library - Circulation in Charge & Librarian in Charge:

Librarians and Library Assistants shall receive a 5% Assignment Pay over their base rate when assigned as Circulation in Charge or Librarian in Charge

11.4.2 Police Department - Animal Control Trainer:

Animal Control Officers assigned as trainers will be compensated an additional \$50.00 for each thirty (30) days of training provided on a cumulative basis. There shall be no more than one trainer in Animal Control at any given time.

11.4.3 Police Department - Lead Animal Control Officer

Effective the first full payroll period following November 14, 2017, Animal Control Officer II's shall receive Assignment Pay in the fixed amount of \$219.17 per month when assigned as Lead Animal Control Officers, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.4 Police Department – Lead Records Technicians:

Effective the first full payroll period following November 14, 2017, Police Records Technician II's shall receive Assignment Pay in the fixed amount of \$360.83 per month when assigned as Lead Records Technicians, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.5 Police Department – Relief Dispatch Supervisors:

Effective the first full payroll period following November 14, 2017, Public Safety ~~Dispatchers~~Dispatcher I/II Flex will receive Assignment Pay in the fixed amount of \$484.17 per month when assigned as Relief Dispatch Supervisors, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.6 Police Department - Training Officers:

Effective the first full payroll period following November 14, 2017, Community Service ~~Officers~~Officer I/II Flex, Jailers and Public Safety ~~Dispatchers~~Dispatcher I/II Flex shall receive Assignment Pay in the fixed amount of \$120.83 per month when assigned as Training Officers, which Assignment 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 Assignment Pay shall be pro-rated accordingly. ~~Up to four trainers within the Dispatch Division of the Police Department may receive Assignment Pay.~~

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Section 11.5 - Certification Pay:

“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 General Employees Association as follows:

11.5.1 California Registration as Professional Engineer:

The City shall agree to pay a member of the Association a one-time payment of \$400.00 for having obtained a California State registration as Professional Engineer while a regular employee of the City, provided the registration is used to the benefit of the City and is not a requirement for the job position held by the employee.

11.5.2 Emergency Medical Dispatch Certification:

Effective the first full payroll period following November 14, 2017, Public Safety Dispatchers or other employees who have previously worked in Dispatch, and are approved by the Police Department to work in a Dispatch Capacity, and maintain an EMD Certification shall receive Certification Pay in the fixed amount of \$242.08 per month while working in this capacity, 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.

11.5.3 Department of Water and Power Employees:

Effective the first full payroll period following ~~November 14, 2017~~ June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of ~~\$473.75~~ \$500.00 per month for a grade four (4) Wastewater Treatment Plant Operator certification and ~~\$482.08~~ \$525.00 per month for a grade five (5) Wastewater Treatment Plant Operator Certification earned from the State of California’s Water Resources Control Board:

- Water Reclamation Operator I *FLEX*
- Water Reclamation Operator II *FLEX*
- Water Reclamation Operator III *FLEX*
- Lead Water Reclamation Operator

Effective the first full payroll period following ~~November 14, 2017~~ June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of ~~\$473.75~~ \$500.00 per month for either a grade four (4) Water Distribution Operator certification or grade four (4) Water Treatment Operator Certification and ~~\$482.08~~ \$525.00 per month for a grade five (5) Water Treatment Operator certification earned from the State of California:

- Water Operator I *FLEX*
- Water Operator II *FLEX*
- Water Operator III *FLEX*
- Lead Water Operator

Effective the first full payroll period following ~~November 14, 2017~~ June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of ~~\$473.75~~ \$500.00 per month for a grade four (4) Water Distribution Operator certification and ~~\$482.08~~ \$525.00 per month for a grade five (5) Water Distribution Operator Certification earned from the State of California:

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- Utilities Service Worker I *FLEX*
- Utilities Service Worker II *FLEX*
- Utilities Service Worker III *FLEX*
- Senior Utilities Service Worker
- Maintenance Technician I *FLEX*
- Maintenance Technician II *FLEX*
- Maintenance Technician III *FLEX*
- Senior Maintenance Technician
- SCADA Maintenance Technician III
- Lead SCADA Maintenance Technician
- Maintenance Planner

Certification Pay provided pursuant to this Section 11.5.3 shall be in addition to and not included as part of an employee's base rate of pay.

If an assignment for which Certification Pay is applicable pursuant to this Section 11.5.3 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 certifications.

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 certification.

Section 11.6 - Standby Pay:

Standby time is defined as any time an employee is assigned by management and when an employee is under such direction and control that he or she must respond to calls. Standby duty is defined as hours worked after the regular hours are completed and is not an extension or continuation of a regular shift.

The City agrees that all of the following Standby employees who physically respond to City locations to remedy problems will be paid from the time ~~staff~~the employee leaves home until he/she returns at current pay rate and for a minimum of two (2) hours for each incident requiring a round trip.

If a standby assignment is for less than a full week, the weekly Standby Pay shall be pro-rated accordingly.

The City Manager shall, pursuant to the exercise of the City's management rights, approve and issue an administrative policy that sets forth the process for determining the number and types of positions to be assigned to standby duty as necessary for the effective and efficient operation of the City.

Outside of the City Manager's rights noted in the prior paragraph, the City agrees to provide Standby Pay to CGEA members as follows:

11.6.1 Animal Control Officers:

Animal Control Officer II's shall be compensated for each six-hour period of Standby time, as directed by the Police Department, with two (2) hours straight time, or 10 hours per Standby day. Actual hours worked when called out while on Standby will be paid at time and one-half of base pay.

A Standby schedule shall be posted at the Animal Shelter and distributed to each officer.

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11.6.2 Department of Water & Power Employees:

~~The~~Effective the first full payroll period following June 5, 2019, the City will compensate the positions of Water Operator I/II/III Flex ~~and~~, Water Reclamation Operator I/II/III Flex ~~assigned to Standby duty the equivalent of 4 (four) hours pay at the "top" step hourly rate of the compensation range for the level III position within their classification series for each seven (7) day period of assignment on Standby duty.~~

~~The City will compensate the positions of~~, Lead Water Operator, Lead Water Reclamation Operator, Senior Maintenance Technician, Maintenance Planner, Maintenance Tech I/II/III Flex, Utility Service Worker I/II/III Flex, and Senior Water Resources Technician ~~assigned to Standby duty the equivalent of 8 (eight) hours pay at the "top" step hourly rate of the compensation range for each respective position for each seven (7) day period of assignment on Standby duty. Employees in "Flex" positions shall be compensated at the top step of the compensation range for the level III position within their classification series.~~the fixed amount of \$400 per week when assigned to Standby duty.

Additional Department of Water & Power classifications may be designated by the City Manager as eligible for ~~the equivalent of 8 (eight) hours of~~ standby pay pursuant to a side letter revision as authorized in Article XIII of this MOU. The City agrees to pay such employees assigned to Standby duty ~~at the "top" step hourly rate of the compensation range for their position. Employees in "Flex" positions shall be compensated at the top step of the compensation range for the level III position within their classification series.~~the fixed amount of \$400 per week.

Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to-portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime ~~section~~ of this MOU.

11.6.3 Information Technology Department Employees:

~~The~~Effective the first full payroll period following June 5, 2019, the City will compensate the Information Technology Department employees ~~the fixed amount of \$400 per week when~~ assigned to Standby duty ~~the equivalent of eight (8) hours pay at the "top" step hourly rate of the compensation range for the employee's position for each seven (7) day period of assignment on Standby duty.~~

11.6.4 Maintenance Services Department Employees:

Effective ~~retroactively to February 9, 2015~~the first full payroll period following June 5, 2019, the City will compensate the Maintenance Services Department employees ~~the fixed amount of \$400 per week when~~ assigned to Standby duty ~~the equivalent of eight (8) hours pay at the "top" step hourly rate of the compensation range for the employee's position for each seven (7) day period of assignment on Standby duty.~~

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Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to-portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime ~~section~~ of this MOU.

11.6.5 Police Department Employees:

~~The Effective the first full payroll period following June 5, 2019, the City agrees to pay Forensic Technicians for the fixed amount of \$500 per week when assigned to Standby duty at the base hourly rate of their "top" step. The equivalent of eight (8) hours pay at the "top" step rate will be paid for the weeklong Standby assignment.~~

~~The City agrees to provide Police Records Technicians, Community Service Officers, Public Safety Dispatchers, and Forensic Technician with a minimum two (2) hours of Standby pay at their current hourly rate for each half day that they are on Standby to appear in court. Employees on Court Standby for both the morning and afternoon of the same day shall receive four (4) hours of Standby pay at their current hourly rate.~~

11.6.6 Public Works Department Employees:

~~The Effective the first full payroll period following June 5, 2019, the City will compensate Public Works Department employees the fixed amount of \$400 per week when assigned to Standby duty the equivalent of eight (8) hours pay at the "top" step hourly rate of the compensation range for the employee's position for each seven (7) day period of Standby duty.~~

11.6.7 Community Development Department Employees:

~~The Effective the first full payroll period following June 5, 2019, the City will compensate the position of Code Enforcement Officer I/II the fixed amount of \$400 per week when assigned to Standby duty with the equivalent of eight (8) hours pay at the "top" step hourly rate of the compensation range for the employee's position for each seven (7) day period of Standby duty.~~

11.6.8 Standby-With-Vehicle Pay:

~~The City shall agree to pay Standby rates as previously agreed. Additionally, for~~ those employees authorized by their department head to take home vehicles while on Standby, they shall be compensated when called to work at their appropriate rate of pay from the time they depart their residence until such time as they return to their residence.

11.6.9 Court Standby:

The City agrees to compensate Police Records Technicians, Community Service Officers, Public Safety Dispatchers, Jailers, and Forensic Technicians who are off-duty with a minimum two (2) hours of Standby pay at their current hourly rate of pay for each half of the court day (morning or afternoon) that they are required to be available to appear in court. Employees on Court Standby for both the morning and afternoon of the same day shall receive four (4) hours of Standby pay at their current hourly rate.

Section 11.7 - Uniform Allowance:

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The City will provide eleven (11) sets of uniforms for maintenance members assigned to Fleet Services, Water, Water Reclamations, Street Maintenance, Park Maintenance, and Warehouse divisions.

All other CGEA classifications required to wear uniforms will receive seven (7) sets of uniforms. Animal Control Officers I and II ~~and Fire Inspector I~~ will receive \$210.00 per quarter.

The City shall provide to all Police Records Technicians, Public Safety Dispatchers, Jailers, and Community Service Officers, at no cost to the employee, two (2) sets of pants/skirts and four (4) sets of shirts to be worn as uniforms while on duty status. Cleaning of such uniforms will be the responsibility of the employee while replacement of such uniforms as deemed necessary by the City will be the responsibility of the City.

Section 11.8 - Maternity Uniforms:

Upon request, the City shall provide maternity uniforms for unit members who are otherwise entitled to receive uniforms.

Section 11.9 - Safety Shoes:

The City's Safety Manager shall, by March 1 of each year, conduct a review of job duties for all classifications in the Association and issue a list of those job classifications eligible to receive safety shoes. The amount of money to be allocated to each eligible employee shall be determined by the Safety Manager as part of the annual review.

Section 11.10 - Tools:

The City agrees to provide tools for any unit member working as mechanics in Fleet Maintenance and Fire Apparatus Maintenance.

Section 11.11 - Working Out of Class:

The City has established a policy whereby a member, when assigned to perform the tasks of a higher level position for more than forty (40) hours during the term of this Memorandum (not necessarily consecutively) shall be paid at the "first" step of the higher position's salary range or five (5) percent more than base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked.

ARTICLE XII - PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions or previously agreed to rights, obligations and relationships expressed in any previous MOU and all rights, privileges, benefits and terms and conditions of employment and the obligations between the parties as of the date of the 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.

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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 Memorandum constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in 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 12.1 – Term of MOU:

The City and CGEA agree ~~to extend that the terms term of the current this MOU set to expire on~~ shall be from June 30, 2015, 2019 to June 30, 2015 2021. In the event agreement is not made for a new MOU prior to June 30, 2015, the provisions of this MOU shall remain in force until the successor MOU is approved.

~~The City agrees that in the event a City of Corona employee association negotiates and receives base salary increases from June 30, 2009 to June 30, 2015 the CGEA may request a reopener of the current contract to discuss base salary. The City and the CGEA agree that already approved base salary increases that may be listed in other City employee association contracts will not be considered or trigger the reopener agreement.~~

~~The City and CGEA agree to extend the terms of the current MOU set to expire on June 30, 2015 to June 30, 2016. In the event agreement is not made for a new MOU prior to June 30, 2016 2021, the provisions of this MOU shall remain in force until the successor MOU is approved.~~

Section 12.12 - Work Schedules:

The City and the Association have agreed to implement a forty-hour, five-day work schedule for Association employees, 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.

Management may modify hours and/or working conditions, e.g., implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures.

Section 12.3 –Additional One-Time Payments:

A. One-Time Payments.

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

All members of CGEA 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 Three Thousand Two Hundred Dollars (\$3,200.00) on or before June 7, 2019.

All members of CGEA 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

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is being exhausted, shall receive a one-time separate payment equal to Three Thousand One Hundred Dollars (\$3,100.00) on or before January 3, 2020.

All members of CGEA who are employed by the City on July 1, 2020, excluding employees who have separated from the City on or prior to July 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 Dollars (\$3,000.00) on or before July 3, 2020.

B. No "Roll-Up" Effect.

The one-time payments provided pursuant to Section 12.3(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), Overtime (Section 8.1), Compensatory Time (Section 8.3), Tier I Longevity Pay (Section 11.2), Shift Differential Pay (Section 11.1), Bilingual Pay (Section 11.3), Assignment Pay (Section 11.4), Certification Pay (Section 11.5), Standby Pay (Section 11.6), Annual Leave buy back (Section 7.2.11), or any other form of additional or special compensation provided in this MOU.

ARTICLE XIII - 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~~ City Council or to the maximum allowable reimbursement amount;
- 5. Layoff procedures, excluding the establishment of, or changes in existing ~~provisions~~ provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations;
9. Out-of-class assignments;
10. Maintenance of classification list for "job families"; and
11. CGEA positions listed in the City classification library.

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The parties agree that revisions made under this section do not signify a reopening 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 XIV - MANAGEMENT RIGHTS:

The City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to, the exclusive right to determine the mission of its constituents, departments, commissions, and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the means and methods to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of governmental operations; determine the methods, means and numbers and kinds of personnel by which governmental operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City issued wearing apparel, equipment or technology to be used; determine and/or change facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City through its Council and management representatives of its rights hereunder shall not, in any way, directly or indirectly, be subject to the grievance procedure.

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

ARTICLE XV – SIGNATURES:

DATE: _____

Mitch Lansdell
Employee Relations Officer
Acting City Manager

DATE:

Kerry Eden

Assistant City Manager / Administrative

Services Director

DATE:

Russell Leonard

CGEA Board President

DATE:

Paul De La Hoya

CGEA Board 1st Vice President

Attachment A

CGEA Job Families

Job Family 01

Accountant
Accounting Analyst (Finance)
Senior Accountant

Job Family 02

Accounting [Technician I – FLEX/ Grants Specialist](#)
[Accounting Specialist](#)
[Accounting Technician I – FLEX](#)
Accounting Technician II – FLEX
[Accounting Technician I](#)
[Accounting Technician II](#)
[Accounting Technician III](#)
Departmental Accounting / Budget Technician
-Payroll Technician
Senior Accounting Technician
Senior Departmental Accounting / Budget
_Technician
Senior Dept. Acct / Budget Technician - *Provisional*

Job Family 03

Inventory Control Specialist
Lead Inventory Control Technician

Job Family 04

Animal Control Officer I
Animal Control Officer II

Job Family 05

[Building/Facilities Maintenance Technician](#)
Building Maintenance / Graffiti Technician
Building Maintenance Technician
Graffiti Worker
Lead Building Maintenance Technician

Job Family 06

Buyer
Senior Buyer
[Purchasing Specialist I](#)
[Purchasing Specialist II](#)
[Purchasing Specialist III](#)
[Purchasing Specialist IV](#)
[Purchasing Specialist V](#)
[Purchasing Technician](#)

Job Family 07

Code Enforcement Officer I

Code Enforcement Officer II
Senior Code Enforcement Officer

Job Family 08

Community Service Officer I
Community Service Officer II
[Community Services Officer I – FLEX](#)
[Community Services Officer II – FLEX](#)
Jailer

Job Family 09

Collections Specialist (DWP)
Customer Service Representative I – FLEX
Customer Service Representative II – FLEX
Customer Service Representative III – FLEX
[DWP Customer Care Representative I – FLEX](#)
[DWP Customer Care Representative II – FLEX](#)
[DWP Customer Care Representative III – FLEX](#)
[Library and Recreation Services Patron Services Associate I](#)
[Library and Recreation Services Patron Services Associate II](#)
[Library and Recreation Services Patron Services Associate III](#)
Payment Processing Clerk (DWP)

Job Family 09 (continued)

Revenue Collections Investigator
Senior Customer Service Representative
Utility Billing System Technician

Job Family 10

Public Safety Dispatcher I - FLEX
Public Safety Dispatcher II - FLEX
[Senior Public Safety Dispatcher](#)

Job Family 11

[Lead Water Operator](#)
[Senior Water Operator](#)
[Water Operator In Training](#)
Water Operator I - FLEX
Water Operator II – FLEX
Water Operator III – FLEX

Job Family 12

Lead SCADA Maintenance Technician (DWP)
Lead Water Maintenance Technician
[Maintenance Technician I – FLEX](#)

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[Maintenance Technician II – FLEX](#)
[Maintenance Technician III – FLEX](#)
SCADA Maintenance Technician III
[Senior Maintenance Technician](#)
Water Maintenance Technician I - FLEX
Water Maintenance Technician II - FLEX

Job Family 13
Associate Engineer
[Associate Engineer - Traffic](#)
Associate Traffic Engineer

Job Family 14
Water Facility Operator I - FLEX - *Provisional* Water
Facility Operator III

Job Family 15
Fleet Administrator
Fleet Services Associate Technician
Fleet Services Technician
Fleet Services Worker Fleet Services Writer Lead Fleet
Services Technician
[Fleet Technician I – FLEX](#)
[Fleet Technician II – FLEX](#)
[Fleet Technician III – FLEX](#)
[Lead Fleet Services Technician](#)

Job Family 16
GIS Administrator
GIS Analyst

Job Family 17
Accountant / Grant Administrator
CDBG / HOME Program Coordinator
Grant Administrator

Job Family 18
[Business Systems Analyst](#)
Information Technology Specialist
Senior Information Technology Specialist

Job Family 19
Library Assistant
Library Specialist

Job Family 20
Administrative Assistant
[DWP Administrative Clerk](#)
Office Assistant

Office Assistant - *Provisional*
[Office Assistant I](#)
[Office Assistant II](#)
Senior Administrative Assistant
Senior Administrative Assistant - *Provisional*
Senior Office Assistant
Senior Office Assistant – *Provisional*
Support Services Technician I – FLEX
Support Services Technician II – FLEX

Job Family 21
Building Permit Technician
[Building Permit Technician I – FLEX](#)
[Building Permit Technician II – FLEX](#)
[Building Permit Technician III - FLEX](#)
Plans Examiner I
Senior Building Permit Technician

Job Family 22
Landscape Irrigation Specialist
Parks Landscape Contract Inspector
Parks Landscape Contract Inspector - *Provisional*
Senior Parks Landscape Contract Inspector

Job Family 23
Assistant Planner
[Associate Planner](#)
Planning Technician

Job Family 24
[Lead Parks Services Worker](#)
Park Maintenance ~~Worker~~ [Assistant I](#)
[Park Maintenance Assistant II](#)
[Park Maintenance Assistant III](#)
[Park Maintenance Worker](#)
[Parks Services Worker I – FLEX](#)
[Parks Services Worker II – FLEX](#)
[Parks Services Worker III – FLEX](#)
Senior Park Maintenance Worker

Job Family 25
Senior Water Reclamations Facility Operator
Water Reclamations Facility Operator I - FLEX –
Provisional
Water Reclamations Facility Operator II - FLEX
Water Reclamations Facility Operator III

Job Family 25 (continued)
[Water Reclamation Operator I – FLEX](#)
[Water Reclamation Operator II – FLEX](#)
[Water Reclamation Operator III – FLEX](#)

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[Water Reclamation Operator In Training](#)
[Lead Water Reclamation Operator](#)

[Job Family 26](#)

Police Records Technician I - FLEX
Police Records Technician II - FLEX
Senior Police Records Technician

[Job Family 27](#)

Senior Water Resources Specialist
Water Resources Aide
Water Resources Specialist

[Water Resources Specialist I – FLEX](#)
[Water Resources Specialist II – FLEX](#)
[Water Resources Specialist III – FLEX](#)

[Job Family 28](#)

Senior Street Maintenance Worker
Street Maintenance Worker
Streets Maintenance Crew Leader
Traffic Maintenance Technician

[Job Family 29](#)

Engineering Technician
Senior Engineering Technician (PW)

[Job Family 30](#)

Water Resources Technician I - FLEX
Water Resources Technician II - FLEX

[Job Family 31](#)

Senior Telecommunications Specialist
Telecommunications Specialist

[Job Family 32](#)

Traffic Signal [Coordinator](#)
[Traffic Signal](#) Specialist
Traffic Signal Technician

[Job Family 33](#)

Senior Utilities Service Worker
Utilities Maintenance Crew Leader
Utilities Service Worker I - FLEX
Utilities Service Worker II - FLEX

[Utility Service Worker I – FLEX](#)
[Utility Service Worker II – FLEX](#)
[Utility Service Worker III – FLEX](#)

[Job Family 34](#)

Facilities Locator Technician (PW)
Public Works Inspection Technician
Public Works Inspector I
[Public Works Inspector II](#)
Public Works Inspector II - *Provisional*
[Public Works Inspector II](#)
Senior Public Works Inspector

[Job Family 35](#)

[Fire Prevention Program Specialist](#)
[Fire Prevention Technician I](#)
[Fire Prevention Technician II](#)
[Fire Prevention Technician III](#)

[Job Family 36](#)

[Librarian](#)
[Librarian I](#)
[Librarian II](#)
[Librarian III](#)

[Job Family 37](#)

[Management Analyst \(Parks\)](#)
[Management Analyst I](#)
[Management Analyst II](#)

[Job Family 38](#)

[Regulatory Technician I – FLEX](#)
[Regulatory Technician II – FLEX](#)
[Regulatory Technician III – FLEX](#)

[Job Family 39](#)

[DWP Utilities Engineer](#)
[Utility Engineer I – FLEX](#)
[Utility Engineer II – FLEX](#)
[Utility Engineer III – FLEX](#)

[Job Family 40](#)

[Junior Network Analyst](#)
[Network Analyst](#)

[Job Family 41](#)

[Senior Systems Engineer](#)
[Systems Engineer](#)

[Job Family 42](#)

[Forensic Technician](#)
[Forensic Technician – Provisional](#)
[Forensic Technician I](#)
[Forensic Technician II](#)

[Job Family 43](#)

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Communications Technician I – FLEX
Communications Technician II – FLEX
Communications Technician III – FLEX

Job Family 44
Building Inspector I
Building Inspector II

Job Family 45
Public Works Permit Technician I – FLEX
Public Works Permit Technician II – FLEX
Public Works Permit Technician III – FLEX

Job Family 46
Traffic Management Center Specialist
Traffic Management Center Technician I – FLEX
Traffic Management Center Technician II – FLEX
Traffic Management Center Technician III – FLEX

Job Family 47
Programmer Analyst
Software Developer

Job Family 0 - No Job Family
~~Accounting / Grants Specialist (Police)~~
~~Accounting Specialist~~
Airport Manager
~~Building Inspector II~~
Compliance Coordinator (Comm. Dev)
Crime Analyst
Custodian (Police)
Dryer Facility Operator
~~DWP Utilities Engineer~~
EMS Office Specialist
Environmental Compliance Coordinator
Fire Apparatus Mechanic II
Fire Inspector 1
~~Fleet Administrator~~
~~Fleet Service Writer~~
Instrumentation and Control Engineer
~~Forensic Technician~~
~~Forensic Technician – Provisional~~
~~Librarian~~

~~Job Family 0 - No Job Family (continued)~~
Library Outreach Coordinator
Mail Distribution Clerk
Maintenance Planner
~~Management Analyst (Parks)~~
~~Network Analyst~~
Planner / Asset Coordinator (DWP)
Police Permit Technician

Police Trainee
~~Programmer Analyst~~
Property & Contract Administrator (DWP)
Property Administrator (Police)
Radio / Safety Equipment Technician
Recreation Coordinator
Regulatory Compliance Analyst (DWP)
Regulatory Services Coordinator (DWP)
Restoration Technician - *Provisional*
Senior Field Customer Service Representative
Senior Redevelopment Accounting Technician
~~Senior Water Operator~~
Source Control Inspector
Storm Water Inspector
~~Traffic Management Center Specialist~~
Utility System Modeler
Water Resources Inspector



CORONA GENERAL EMPLOYEES ASSOCIATION

MEMORANDUM OF UNDERSTANDING

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ARTICLE I - RECOGNITION:

WHEREAS, the City of Corona, California (hereinafter referred to as City), represented by its Employee Relations Officer, and the Corona General Employees Association, a recognized non-supervisory unit, represented by themselves (hereinafter referred to as CGEA), have met and conferred in good faith regarding those matters provided for in Section 3505 of the California Government Code; and

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

NOW, THEREFORE, CITY and CGEA jointly submit the following:

ARTICLE II - BEGINNING OF NEGOTIATIONS:

The City and members of CGEA agree to meet for the purpose of beginning negotiations no later than two (2) months prior to the expiration of this MOU.

ARTICLE III - ASSOCIATION REPRESENTATIVES & ACTIVITIES:

Section 3.1 - Association Representatives:

It is agreed by the parties to this Memorandum of Understanding that the Recognized Employee Organization may select a reasonable number of representatives for this Association.

This should be interpreted to mean one representative and alternate for each of the following sections: Animal Control, Community Development, Finance, Public Works, Fire, Library, Fleet Maintenance, Parks and Community Services, Streets, Water, and Water Reclamations. The Police Department shall be allowed two representatives and alternates provided that one representative and alternate shall be from a different shift than the other representative and alternate.

The City shall agree to increase the Association's list of representatives by providing that an officer of the Association will not be considered as a representative of the work unit from which he/she comes and that officers shall be allowed no more than two (2) hours per week for Association business provided that permission has been gained from the Officer's department head or designee.

The Recognized Employee Organization shall give to the City's representative a written list of employees who have been selected as representatives. This list shall be kept current by the Recognized Employee Organization.

Section 3.2 - Association Representatives' Activities:

The City agrees to allow the CGEA President and one (1) of the alternate representatives listed above in Section 3.1 up to ten (10) hours per week to conduct CGEA business during their regular working hours. The City agrees to allow all other CGEA representatives or alternates a maximum of two (2) hours per week to conduct CGEA business during their regular working hours. Prior approval of an amount greater than ten (10) hours for the CGEA President or alternate, or two (2) hours for all other CGEA representatives or alternates, shall be requested and approved by the City Manager, subject to absences from the assigned task being approved by the immediate supervisor as defined below.

Representatives may spend a reasonable amount of time to promptly and expeditiously investigate and process grievances without loss of pay or benefits of any kind. Representatives shall be free from reprisal and shall not in any way be coerced, intimidated, or discriminated against as a result of their activities and roles as representatives.

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When leaving their work locations to conduct such investigations or processing, representatives shall first obtain permission from their immediate supervisor and inform that person of the nature of their business. In the event that permission cannot be granted promptly, the representative will be informed immediately when the time will be made available.

Upon entering a work location, the representative shall inform the immediate supervisor of the nature of his/her business. Immediate supervisor is defined as the most immediate supervisor present at the work location.

Permission to leave the job will be granted promptly to the employee involved unless such absence would cause undue interruption of work. If the employee cannot be made available, the representative will be informed immediately when the employee will be made available.

The Recognized Employee Organization agrees that a representative shall not log compensatory time or overtime pay for the time spent performing any function of a representative.

The role of the representative is to provide timely grievance representation at the first steps of the grievance procedure in an effort to resolve grievances at the lowest possible level and to increase communication between the Recognized Employee Organization and the City.

Section 3.3 - Training for Association Representatives:

The City agrees to allow representatives or alternates, without charge to leave or loss of pay, to attend training programs sponsored by CGEA for a reasonable time, but not to exceed forty (40) hours per representative, on an annual basis, provided that the subject matter of the training session is of mutual concern to the City and CGEA and the City's interest will be served by the employee's attendance; that attendance to such training program does not interfere with the work flow and operation requirements of the City; that notification be given to the supervisor in charge at least twenty-four (24) hours prior to scheduled attendance in such training program; and that payment for such time off will cover only straight time hours representatives or alternatives would otherwise have worked their regular work schedule.

Section 3.4 - Time Bank:

The City agrees to establish a "Time Bank" for use by members of CGEA for the purposes and subject to the restrictions provided herein. The Time Bank is for use by members of CGEA to attend seminars, classes, and conferences related to the meet-and-confer process. Additionally, any member of the Association may receive time off for the welfare of CGEA members, community service, and any lawful activity of the Association with pay drawn from the Time Bank, provided that said employee first gains approval for said use from the Association, and subject to the approval of his or her department head consistent with the operational needs of the member's home department. Access to the Time Bank shall be determined by CGEA's Board of Directors. The Time Bank shall be funded by members' Annual Leave Hours.

Section 3.5 - Access to City Facilities:

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

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Solicitation of membership and activities concerned with the internal management of CGEA, such as holding membership meetings or campaigning for office, shall not be conducted during working hours. Failure to observe these requirements may result in curtailment of the granting of access to employee work locations.

However, the City's e-mail system may be utilized during normal business hours by the Association for the purposes of communicating with its members about CGEA-related activities.

CGEA shall have the right to use City facilities at reasonable times, provided such use does not interfere with City operations and/or programs or duties of the CGEA members and other City employees. Requests for use of facilities shall be submitted to the appropriate City agent and no reasonable request will be denied. There will be no charge for use of any City facility, except for any additional expense incurred by the City because of such usage. The use of City vehicles to attend such meetings will only be allowed if such use will be of less cost and wear on the vehicle than returning to pick up a private vehicle.

CGEA shall be granted use of bulletin boards in all existing locations for purposes of posting union- related information only.

Section 3.6 – Union Dues Deductions:

The City and CGEA agree to comply with the provisions of Government Code Sections 1152, 1157.3 and 1157.12 pertaining to salary and wage deductions for union dues.

Section 3.7 - Association and Employee Relations Information:

The City will make available to CGEA such non-confidential information pertaining to employment relations as is contained in the public records of the agency, subject to the limitations and conditions set forth in this rule and California Government Code Sections 6250-6260.

Such information shall be made available during regular office hours in accordance with the City's rules and procedures for making public records available and after payment of reasonable costs, where applicable.

Information which shall be made available to CGEA includes regularly published data covering subjects under discussion. Data collected on a promise to keep its source confidential may be made available in statistical summaries, but shall not be made available in such form as to disclose the source.

Nothing in this section shall be construed to require disclosure of records that are:

- A. Personnel, medical, and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy or be contrary to merit system principles;
- B. Working papers or memoranda which are not retained in the ordinary course of business or any records where the public interest served by not making the record available clearly outweigh the public interest served by disclosure of the record;
- C. Records pertaining to pending litigation to which the City is a party, or to claims or appeals which have not been settled;
- D. Nothing in this item shall be construed as requiring the City to do research for an inquirer or to do programming or assemble data in a manner other than usually done by the agency.

The Human Resources Department shall notify CGEA of termination, resignation or leave of absence of any CGEA member.

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Section 3.8 - Association Grievance Procedures:

The Grievance Procedure is delineated in the City's Employee Relations Resolution 78-59.

3.8.1 Grievances – Scope:

In addition to the grievances permitted by the Employee Relations Resolution 78-59, employees may file grievances over the interpretation or application of the following administrative policies:

200.10 Rest Periods, Breaks

200.17 Excused Absences

200.20 Equal Employment Opportunity

200.23 Modified Duty Program & Work Related Injuries & Illnesses

200.26 Leave of Absence Without Pay

200.27 Workplace Harassment

200.35 Voluntary Donation of Annual Leave

ARTICLE IV - BENEFITS:

Section 4.1 - Deferred Compensation:

The City shall deposit into the City of Corona Deferred Compensation Plan account of each member of the Association at the end of each quarter an amount equal to that deposited by the member, not to exceed \$500.00 per calendar year. The City match shall be applied to a single provider only and cannot be split between providers. Members who fail to open a Deferred Compensation account shall forfeit this benefit.

Tier II and Tier III employees hired on or after January 1, 1999, shall receive an additional payment into their deferred compensation plan account of \$150.00 per quarter. The employee must select one provider for this benefit. Members shall receive a quarterly payment of \$50 that 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.

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- 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 4.2 - Cafeteria Plan

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

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

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

Section 4.3 - Insurance:

4.3.1 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 offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("PEMHCA"). 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.

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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 Difference shall be provided to any member of CGEA 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;

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- (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.

- (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.

4.3.2 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:

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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.

4.3.3 Retiree Medical Insurance:

- (A) Tier I Retirees: The City agrees to provide a full 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 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.

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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.

(B) 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 & 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, Tier III and Tier 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, Tier III and Tier IV Retirees for premiums paid to Social Security for health insurance through Medicare.

4.3.4 Retiree Health Alternative:

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

4.3.5 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).

4.3.6 Short-Term Disability Insurance:

The City shall provide a short-term disability insurance plan to each association member, who for reasons of their own medical disability commences 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00

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- 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.

4.3.7 Long-Term Disability Insurance:

The City shall provide a long-term disability 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;
- Monthly maximum benefit of \$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.

4.3.8 Life Insurance & Accidental Death and Dismemberment:

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.

The City shall provide life insurance coverage for unit 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 employees (potential) life insurance benefit.

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

4.3.9 Retiree Life Insurance:

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

4.3.10 Employee Assistance Program (EAP):

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

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Section 4.4 - Medicare Contribution:

The City shall agree to pay the mandatory Medicare contribution of 1.45% of salary for those members of the Association hired after April 1, 1986. Such payment shall be included within the total compensation formula.

Section 4.5 - Public Employees Retirement System (CalPERS):

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

4.5.1 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.

4.5.2 Formula and Contribution Rates for CalPERS "New" Members, as defined in PEPRA:

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.

4.5.3 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)

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- § 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 employee (contingent on PERS contractual requirements)
- § 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
- The City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628) to unit members (Re-opener contingent on State legislation pertaining to PERS retirement benefits).
- Medical contribution for Retirees (Government Code § 22825.6).

Section 4.6 - On-the-Job Training:

The City agrees to develop and maintain a policy to provide members of the Association with on-the-job training which may expand their skills, knowledge, and abilities. The focus of training will be in classifications other than those presently held by the employee. The parties agree that no additional compensation and/or benefits will be granted to an employee volunteering to perform the duties of a higher position or classifications, under supervision, while on on-the-job-training status. The City retains the right to determine whether such volunteer will participate in the on-the-job training consistent with the training needs and programs that will be utilized. Such training will be recorded in the employee’s personnel record for reference when being considered for promotion.

Section 4.7 - Tuition Reimbursement:

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

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Subject to satisfaction of all criteria set forth in this Section 4.7, 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 4.7.2 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.

4.7.1 Pre-Approval:

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

4.7.2 Reimbursable Costs:

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

4.7.3 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.

4.7.4 Procedure:

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request will be submitted through the employee’s Department Head for recommendation and to the Human Resources Department for approval. The Human Resources Department shall review and pre-approve requests for job relatedness and his/her decision shall be final.)
2. Only those employees currently employed will be reimbursed under this policy.
3. Subject to the Fiscal Year Maximum and the Lifetime Maximum, the City will reimburse eligible employees for completion of job related formal education leading to a job related degree or certificate at a rate equivalent to the California State University fee schedule for tuition. The cost of required textbooks will be reimbursed, also subject to the Fiscal Year Maximum and the Lifetime Maximum.
4. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to: grants, scholarships, and veteran’s educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional textbooks,

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parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.

5. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical following receipt to the request in the Finance Department.
6. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
7. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

ARTICLE V - HOLIDAYS:

The following Holidays shall be observed by all unit members.

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

If a Holiday falls on a Sunday, the Monday following is observed. If a Holiday falls on a Saturday, the proceeding Friday is observed.

Shift Employees shall observe Holidays on their actual occurrence. A Shift Employee is a General Association employee who 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.

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Unit members under this section shall be compensated at time and one-half for hours actually worked on the Holidays designated in this section. For pay and accrual purposes, a Holiday is the number of hours that the employee would otherwise work on the Holiday based upon the employee's normal work schedule up to a maximum of ten (10) hours. If a Holiday falls on a regularly scheduled day off, the employee shall accrue in Annual Leave hours the same number of hours that the employee would otherwise work on the Holiday based upon the employee's normal work schedule up to a maximum of ten (10) hours for any one Holiday.

ARTICLE VI - LAYOFF PROCEDURE:

Whenever it becomes necessary for economic reasons to reduce the number of persons in the employ of the City of Corona the process recited below shall be employed:

Section 6.1 - Order of Separation:

No permanent full-time employee shall be separated from any department while there are emergency, probationary, part-time, or temporary employees (not including federally funded) serving in the same position classification in the affected department. In each department in which there is to be a reduction in force, employees shall be laid off according to seniority in job classification. Seniority will be calculated using the job family (Attachment A). In case of equal seniority (within one year of each other) in job family, the numerical score on performance evaluations shall be used to determine the employee to be laid off.

NOTE: The order of separation described above is based on seniority within a particular job family rather than overall seniority within the City. Therefore, it is possible for a unit member to displace another unit member with more overall seniority in the City. The displaced employee shall, in turn, be entitled to Bumping Rights as described below.

Section 6.2 - Bumping Rights:

The employee scheduled to be laid off shall be entitled to bump (retreat) to a position in a classification occupied by an incumbent with less overall City (displacement) seniority, provided it is in a position and department in which he or she formerly held a regular-status appointment. The unit member must be qualified by education and experience and be capable of performing the duties of the classification and must meet the minimum requirements associated with the position, such as physical and mental demands.

The employee with lesser seniority shall be bumped by the person scheduled for layoff. The bumped employee shall be considered as laid off for the same reason as the person who bumped them and shall in the same manner be eligible to bump (retreat) to a position in a classification and department in which he or she formerly held a regular-status appointment. The unit member must be qualified by education and experience and be capable of performing the duties of the classification and must meet other minimum requirements associated with the position, such as physical and mental demands.

Any general unit employee member shall be allowed to bump (retreat) to any department in which he or she formerly held a regular-status or full-time / benefited provisional appointment. The minimum qualifications for the classification must be met in all cases. In cases of equal seniority, the aforementioned criteria shall prevail.

A general unit employee whose former position has been re-titled or reclassified shall be entitled to the following procedure: If said member is laid off and denied bumping rights and wishes to appeal that decision, it shall be that member's responsibility to submit a written request to the CGEA President within three (3) working days of the denial of bumping rights. The CGEA Board will screen each request, and if it appears to have substantial foundation, the Board will request a formal review by an Appeals Committee within one week. The Appeals Committee shall consist of the CGEA President or designee, the Human Resources Department or designee, and the Director or

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designee one step down the organizational chart in the department to which the employee seeks to bump. The Appeals Committee shall render a decision within one week, and notification will be made to the member by CGEA. In cases where the Appeals Committee is not unanimous, a decision based on the majority of the three members shall prevail. The decision of the Appeals Committee shall be final, with the exception that if the CGEA representative is the minority, the Association will have the opportunity to appeal to the City Manager, whose decision shall in all cases be final.

Section 6.3 - Notice Requirement:

Each employee laid off shall be given written notice of layoff not less than one month prior to the effective date, or shall be paid severance in the amount of 160 hours (equating to one month) and shall be advised of reemployment status. Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave.

Section 6.4 - Reemployment List:

Employees laid off shall be placed on a Reemployment List for the classification held at the time of layoff. The Reemployment List shall be maintained with the employee with the greatest position seniority at the top of the list and others in order of position seniority following.

If a vacancy in that classification or series within the city exists, the appointing authority shall appoint from the Reemployment List. When there is more than one employee on the Reemployment List, the appointing authority may select from the top two using seniority and performance evaluation to guide the selection and appointment. If no former employee on the list decides to accept reemployment, the list shall be declared void, and in no case shall be valid for more than two (2) years.

The President and 1st Vice President of the Corona General Employees Association shall be exempt from layoff during the term of this agreement.

ARTICLE VII - LEAVES:

Section 7.1 - Annual Leave - Definition:

Annual Leave is compensated absence for those eligible 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 Section 7.2.9. Special reference to Tier I Annual Leave calculations in Section 7.2.12.

Section 7.2 - Annual Leave - Policy:

7.2.1 Accrual of Annual Leave Hours:

Full-Time Regular Employees: Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee. Employees shall accrue Annual Leave according to the following formula:

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<u>Years of Service</u>	<u>Post July, 1987 Hire:</u> <u>Accrual</u>		<u>Pre July, 1987 Hire:</u> <u>Accrual</u>	
	<u>Each Pay Period</u>	<u>Annual</u>	<u>Each Pay Period</u>	<u>Annual</u>
1-5	6.46	168 Hours	7.69	200 Hours
6-8	7.08	184 Hours	8.31	216 Hours
9-15	8.00	208 Hours	9.23	240 Hours
16+	9.54	248 Hours	10.77	280 Hours

7.2.2 Annual Leave During Initial Probation:

Probationary employees employed less than one full year shall accrue Probationary Sick Leave at one-half the rate of a 1-5 year full time regular employee. Such accrued time may be used for employee or family illness or medical reasons.

After six (6) months, an employee may request 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.

7.2.3 Regular Status Upon Completion of Probation:

Notwithstanding the above, upon completing initial probation and obtaining status as a full time regular employee, unit members shall have credited to their Annual Leave account all unused accrued hours at the 1-5 year employee rate.

7.2.4 Annual Leave Usage & Accumulation During Periods of Annual Leave:

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

7.2.5 Unpaid Leave:

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

7.2.6 Annual Leave Accrual Rates for Holidays:

General Association employees who work on holidays are compensated for the holiday in accordance with the Article VIII of this Memorandum of Understanding and accrue in Annual Leave hours the same number of hours that the employee works on the holiday based upon the employee's normal work schedule up to ten (10) hours.

General Association employees who do not work on holidays are compensated for holidays in accordance with the Fair Labor Standards Act, but do not accrue Annual Leave hours.

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7.2.7 Maximum Accumulation of Annual Leave:

As of December 31st of each year, an employee shall have no more than a maximum of 584 hours of Annual Leave accumulated. 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.

7.2.8 Annual Leave Usage:

- a. Employees 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, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.
- d. Employees desiring to use Annual Leave time which has not been previously scheduled for illness or family emergency shall report to their department to obtain authorization for the absence. The department head or designee may require the employee to furnish satisfactory evidence justifying any such request.
- e. Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Department, after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Human Resources Department, based upon medical information supplied by the employee's physician and/or the City's examining physician.
- f. Annual Leave may be used to supplement short and long term disability payments.

7.2.9 Annual Leave - Workers Compensation:

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

7.2.10 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.

7.2.11 Pay in Lieu of Annual Leave (Buy Back):

Buy-Back Guidelines:

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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 of pay 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 11.3), Assignment Pay (Section 11.4), Certification Pay (Section 11.5) or Standby Pay (Section 11.6).

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

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

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

Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower 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.

7.2.12 Annual Leave – Tier I Employees:

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

ARTICLE VIII - OVERTIME:

Section 8.1 - Overtime Authorization:

The City agrees to compensate members eligible for overtime pay at the rate of time and one-half in addition to the regular day’s pay when a member must work on a holiday. In addition, effective the first full payroll period following November 14, 2017, members will be compensated 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, except as provided in 8.2 below). Tier I employee overtime pay rate calculation shall include the Tier I Longevity Pay.

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Section 8.2 – Exceptions:

- A. Notwithstanding Section 8.1, for purposes of calculating overtime compensation for CGEA 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:
- 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.)
 - Association Representatives' Activities (Section 3.2)
 - Training for Association Representatives (Section 3.3)
- B. Notwithstanding Section 8.1, effective the first full pay period following June 5, 2019, Public Safety Dispatchers 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. For purposes of this Section 8.1(B), an emergency staffing level exists when the City employs less than twenty (20) full-time equivalent (FTE) Public Safety Dispatchers who are fully qualified to perform their job duties. 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, the Public Safety Dispatcher 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, employees who are using Annual Leave pursuant to Article VII (other than Section 7.2.9) or are otherwise on short-term approved leaves, such as those listed in Section 8.2(A), shall be included. The City and CGEA agree to review and evaluate the necessity of this Section 8.1(B) when the term of this MOU expires as set forth in Section 12.1.
- C. The City and CGEA agree that the exceptions set forth in this Section 8.2 create a contractual right for the members of CGEA and shall not be subject to or governed by the FLSA.

Section 8.3 – Compensatory Time:

Effective the first full pay period following June 5, 2019, members of CGEA may elect, in lieu of overtime payment, to receive compensatory time off (CTO). CTO will be calculated by the Administrative Services Department at a rate of one and one-half hours for each hour for which overtime compensation is required, whether by contract or pursuant to the FLSA. CGEA and the City agree that the provision of CTO is a contractual right of the members of CGEA and shall not be subject to or governed by the FLSA.

CGEA members may accrue up to 120 hours of CTO (based upon 80 overtime hours) at any given time during the twelve (12) month period commencing on the first Friday after the first payroll pay date in November each year ("Effective Date") and ending on the day before the anniversary of the Effective Date ("CTO Accrual Period"). Any overtime hours worked which would cause an employee's CTO bank to exceed 120 hours at any given time during the CTO Accrual Period shall be paid as overtime compensation only and shall not be subject to conversion to CTO until such time that the employee's CTO bank contains less than 120 hours. CTO balances shall be used or cashed out at the end of the CTO Accrual Period each year and will not carry over from one year to the next.

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If a CGEA member elects to cash out accrued CTO, CTO payments will be calculated at the employee's base rate of pay as of the last full pay period prior to payment. Upon termination of employment, a member will be paid for any accrued and unused CTO at the employee's base rate of pay at the time of termination of employment.

Notwithstanding anything in this MOU to the contrary, effective June 5, 2019, for purposes of calculating payment to cash out accrued CTO, an employee's base rate of pay shall not include Longevity Pay (Section 11.2(A)), Bilingual Pay (Section 11.3), Assignment Pay (Section 11.4), Certification Pay (Section 11.5), Standby Pay (Section 11.6) or Uniform Allowance (Section 11.7). Notwithstanding the foregoing, for Tier 1 employees, the employee's base rate of pay shall include Tier 1 Longevity Pay.

A member of CGEA with accrued CTO hours shall be permitted to use such time in accordance with the same guidelines used for other approved leaves and / or absences by the employee's department provided that an employee shall not be permitted to use more than 120 hours of CTO during each CTO Accrual Period. No minimum of hours shall be required to remain in the employee's CTO bank in order for an employee to use accrued CTO hours.

ARTICLE IX - PROBATION PERIOD:

Section 9.1 - Extension of Probation: Leave Without Pay or On-the-Job Injury:

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

Section 9.2 - Extension of Probation: Department Head's Discretion:

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

Section 9.3 - Probation: Promoted Association Employees:

Employees promoted to a higher position within CGEA shall be subject to a six-month probationary period.

ARTICLE X - COMPENSATION:

Section 10.1 - Salary Range and Merit Increases:

Each position shall be assigned a salary range. The minimum time that an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons.

The City agrees that merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of "Satisfactory " or better from his/her supervisor shall be advanced 5% each year up to the top of the position's range.

Section 10.2 - Classifications Studies and Performance Evaluations:

Upon request, the City agrees to provide the Association with a quarterly report regarding the current status of all pending classification studies and performance evaluations for members of the Association.

Section 10.3 - Total Compensation / Benchmark Positions:

The City hereby modifies the salary policy of the City of Corona to define "prevailing rate" as "that average rate of pay for comparing agencies that takes into account the total compensation paid to or on behalf of the employee,"

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and is not just a comparison of salary only. The City and the Association agree that the definition of total compensation shall include the following: salary and wages, any social security benefits, retirement benefits, medical premiums, reimbursement programs for eligible expenses, life insurance premiums, short- and long-term disability premiums, uniform allowances, longevity pay, deferred compensation amounts paid by the City, state disability insurance premiums, and any other payments made by the City which may be agreed to at a later date by the City and the Association. The City and the Association agree to meet and confer regarding "benchmark" positions and "comparative" cities prior to the end of this agreement. Benchmark positions for survey purposes are: Accountant, Administrative Assistant, Animal Control Officer I, Animal Control Officer II, Associate Engineer, Associate Planner, Building Inspector I, Building Inspector II, Buyer, Code Enforcement Officer, Engineering Technician, Fleet Services Technician, Information Technology Technician, Librarian, Maintenance Technician II, Park Maintenance Worker, Police Records Technician II, Public Safety Dispatcher II, Senior Office Assistant, Source Control Inspector, Street Maintenance Worker, and Utilities Service Worker II.

The cities to be surveyed are: Anaheim, Fontana, Fullerton, Moreno Valley, Ontario, Orange, Pomona, Rancho Cucamonga, Riverside, and San Bernardino.

ARTICLE XI - SPECIAL COMPENSATION:

Section 11.1 - Shift Differential:

The City agrees to pay the following classifications shift differential calculated on base pay:

Job Title

Animal Control Officer I & II
Building Facilities Maintenance Technician I/II/III – Maintenance Services
Community Service Officer I & II
Jailer
Lead Water Operator
Lead Water Reclamation Operator
Maintenance Technician I/II/III FLEX
Police Records Technician I & II
Public Safety Dispatcher I/ II FLEX
Senior Public Safety Dispatcher
SCADA Maintenance Technician III
Senior Water Operator
Senior Water Reclamations Facility Operator
Utilities Service Worker I/II/III FLEX
Water Maintenance Technician I & II FLEX
Water Operator I/II/III FLEX
Water Reclamation Operator I/II/III FLEX

Swing shift shall be defined as any shift that starts between the hours of 12:00 p.m. and 8:59 p.m. Graveyard shift shall be defined as any shift that starts between the hours of 9:00 p.m. and 4:59 a.m.

Positions listed as qualified shift workers, as defined above, shall have Shift Differential paid (Swing, 7.5% or Graveyard, 10%) 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.

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Positions listed above are not automatically eligible for a shift differential. Only those positions which have regularly rotating shifts based on a 24 hour a day 7 day a week operation, or that are both on the list above and are authorized and designated as holding a shift differential assignment by their Department Head will be eligible.

Shift Differential Pay shall be included in the regular rate for the purposes of calculating overtime.

Section 11.2 - Longevity Pay:

A. All CGEA Members:

In recognition of a unit member's length of service to the City of Corona, an annual payment will be paid to members who qualify under the following schedule, as of September 1 of each year:

After five (5) years of regular service	\$500.00
After ten (10) years of regular service	\$700.00
After fifteen (15) years of regular service	\$800.00
After twenty (20) years of regular service	\$1,000.00

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.

B. Tier I CGEA Members:

In addition to the Longevity Pay provided in Section 11.2(A) above, Tier I employees will also receive three percent (3%) over their base pay rate ("Tier I Longevity Pay"). All other salary calculations shall include the Tier I employees' base pay rate and the Tier I Longevity Pay combined. Tier I Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS.

Section 11.3 - Bilingual Pay:

Effective the first full payroll period following November 14, 2017, the bilingual pay program provides an increase of \$189.58 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 employees to be eligible will be determined by Management, and to become qualified an employee must be certified by the Human Resources Department after passing an oral conversational test established by Management.

Section 11.4 - Assignment Pay:

11.4.1 Library - Circulation in Charge & Librarian in Charge:

Librarians and Library Assistants shall receive a 5% Assignment Pay over their base rate when assigned as Circulation in Charge or Librarian in Charge

11.4.2 Police Department - Animal Control Trainer:

Animal Control Officers assigned as trainers will be compensated an additional \$50.00 for each thirty (30) days of training provided on a cumulative basis. There shall be no more than one trainer in Animal Control at any given time.

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11.4.3 Police Department - Lead Animal Control Officer

Effective the first full payroll period following November 14, 2017, Animal Control Officer II's shall receive Assignment Pay in the fixed amount of \$219.17 per month when assigned as Lead Animal Control Officers, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.4 Police Department – Lead Records Technicians:

Effective the first full payroll period following November 14, 2017, Police Records Technician II's shall receive Assignment Pay in the fixed amount of \$360.83 per month when assigned as Lead Records Technicians, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.5 Police Department – Relief Dispatch Supervisors:

Effective the first full payroll period following November 14, 2017, Public Safety Dispatcher I/II Flex will receive Assignment Pay in the fixed amount of \$484.17 per month when assigned as Relief Dispatch Supervisors, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

11.4.6 Police Department - Training Officers:

Effective the first full payroll period following November 14, 2017, Community Service Officer I/II Flex, Jailers and Public Safety Dispatcher I/II Flex shall receive Assignment Pay in the fixed amount of \$120.83 per month when assigned as Training Officers, which Assignment 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 Assignment Pay shall be pro-rated accordingly.

Section 11.5 - Certification Pay:

"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 General Employees Association as follows:

11.5.1 California Registration as Professional Engineer:

The City shall agree to pay a member of the Association a one-time payment of \$400.00 for having obtained a California State registration as Professional Engineer while a regular employee of the City, provided the registration is used to the benefit of the City and is not a requirement for the job position held by the employee.

11.5.2 Emergency Medical Dispatch Certification:

Effective the first full payroll period following November 14, 2017, Public Safety Dispatchers or other employees who have previously worked in Dispatch, and are approved by the Police Department to work in a Dispatch Capacity, and maintain an EMD Certification shall receive Certification Pay in the fixed amount of \$242.08 per month while working in this capacity, 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.

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11.5.3 Department of Water and Power Employees:

Effective the first full payroll period following June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of \$500.00 per month for a grade four (4) Wastewater Treatment Plant Operator certification and \$525.00 per month for a grade five (5) Wastewater Treatment Plant Operator Certification earned from the State of California's Water Resources Control Board:

- Water Reclamation Operator I *FLEX*
- Water Reclamation Operator II *FLEX*
- Water Reclamation Operator III *FLEX*
- Lead Water Reclamation Operator

Effective the first full payroll period following June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of \$500.00 per month for either a grade four (4) Water Distribution Operator certification or grade four (4) Water Treatment Operator Certification and \$525.00 per month for a grade five (5) Water Treatment Operator certification earned from the State of California:

- Water Operator I *FLEX*
- Water Operator II *FLEX*
- Water Operator III *FLEX*
- Lead Water Operator

Effective the first full payroll period following June 5, 2019, employees in the following positions shall receive Certification Pay in the fixed amount of \$500.00 per month for a grade four (4) Water Distribution Operator certification and \$525.00 per month for a grade five (5) Water Distribution Operator Certification earned from the State of California:

- Utilities Service Worker I *FLEX*
- Utilities Service Worker II *FLEX*
- Utilities Service Worker III *FLEX*
- Senior Utilities Service Worker
- Maintenance Technician I *FLEX*
- Maintenance Technician II *FLEX*
- Maintenance Technician III *FLEX*
- Senior Maintenance Technician
- SCADA Maintenance Technician III
- Lead SCADA Maintenance Technician
- Maintenance Planner

Certification Pay provided pursuant to this Section 11.5.3 shall be in addition to and not included as part of an employee's base rate of pay.

If an assignment for which Certification Pay is applicable pursuant to this Section 11.5.3 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 certifications.

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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 certification.

Section 11.6 - Standby Pay:

Standby time is defined as any time an employee is assigned by management and when an employee is under such direction and control that he or she must respond to calls. Standby duty is defined as hours worked after the regular hours are completed and is not an extension or continuation of a regular shift.

The City agrees that all of the following Standby employees who physically respond to City locations to remedy problems will be paid from the time the employee leaves home until he/she returns at current pay rate and for a minimum of two (2) hours for each incident requiring a round trip.

If a standby assignment is for less than a full week, the weekly Standby Pay shall be pro-rated accordingly.

The City Manager shall, pursuant to the exercise of the City's management rights, approve and issue an administrative policy that sets forth the process for determining the number and types of positions to be assigned to standby duty as necessary for the effective and efficient operation of the City.

Outside of the City Manager's rights noted in the prior paragraph, the City agrees to provide Standby Pay to CGEA members as follows:

11.6.1 Animal Control Officers:

Animal Control Officer II's shall be compensated for each six-hour period of Standby time, as directed by the Police Department, with two (2) hours straight time, or 10 hours per Standby day. Actual hours worked when called out while on Standby will be paid at time and one-half of base pay.

A Standby schedule shall be posted at the Animal Shelter and distributed to each officer.

11.6.2 Department of Water & Power Employees:

Effective the first full payroll period following June 5, 2019, the City will compensate the positions of Water Operator I/II/III Flex, Water Reclamation Operator I/II/III Flex, Lead Water Operator, Lead Water Reclamation Operator, Senior Maintenance Technician, Maintenance Planner, Maintenance Tech I/II/III Flex, Utility Service Worker I/II/III Flex, and Senior Water Resources Technician the fixed amount of \$400 per week when assigned to Standby duty.

Additional Department of Water & Power classifications may be designated by the City Manager as eligible for standby pay pursuant to a side letter revision as authorized in Article XIII of this MOU. The City agrees to pay such employees assigned to Standby duty the fixed amount of \$400 per week.

Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to-portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime of this MOU.

11.6.3 Information Technology Department Employees:

Effective the first full payroll period following June 5, 2019, the City will compensate the Information Technology Department employees the fixed amount of \$400 per week when assigned to Standby duty.

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11.6.4 Maintenance Services Department Employees:

Effective the first full payroll period following June 5, 2019, the City will compensate the Maintenance Services Department employees the fixed amount of \$400 per week when assigned to Standby duty.

Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to-portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime of this MOU.

11.6.5 Police Department Employees:

Effective the first full payroll period following June 5, 2019, the City agrees to pay Forensic Technicians the fixed amount of \$500 per week when assigned to Standby duty.

11.6.6 Public Works Department Employees:

Effective the first full payroll period following June 5, 2019, the City will compensate Public Works Department employees the fixed amount of \$400 per week when assigned to Standby duty.

11.6.7 Community Development Department Employees:

Effective the first full payroll period following June 5, 2019, the City will compensate the position of Code Enforcement Officer I/II the fixed amount of \$400 per week when assigned to Standby duty.

11.6.8 Standby-With-Vehicle Pay:

For those employees authorized by their department head to take home vehicles while on Standby, they shall be compensated when called to work at their appropriate rate of pay from the time they depart their residence until such time as they return to their residence.

11.6.9 Court Standby:

The City agrees to compensate Police Records Technicians, Community Service Officers, Public Safety Dispatchers, Jailers, and Forensic Technicians who are off-duty with a minimum two (2) hours of Standby pay at their current hourly rate of pay for each half of the court day (morning or afternoon) that they are required to be available to appear in court. Employees on Court Standby for both the morning and afternoon of the same day shall receive four (4) hours of Standby pay at their current hourly rate.

Section 11.7 - Uniform Allowance:

The City will provide eleven (11) sets of uniforms for maintenance members assigned to Fleet Services, Water, Water Reclamations, Street Maintenance, Park Maintenance, and Warehouse divisions.

All other CGEA classifications required to wear uniforms will receive seven (7) sets of uniforms. Animal Control Officers I and II. will receive \$210.00 per quarter.

The City shall provide to all Police Records Technicians, Public Safety Dispatchers, Jailers, and Community Service Officers, at no cost to the employee, two (2) sets of pants/skirts and four (4) sets of shirts to be worn as uniforms while on duty status. Cleaning of such uniforms will be the responsibility of the employee while replacement of such uniforms as deemed necessary by the City will be the responsibility of the City.

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Section 11.8 - Maternity Uniforms:

Upon request, the City shall provide maternity uniforms for unit members who are otherwise entitled to receive uniforms.

Section 11.9 - Safety Shoes:

The City's Safety Manager shall, by March 1 of each year, conduct a review of job duties for all classifications in the Association and issue a list of those job classifications eligible to receive safety shoes. The amount of money to be allocated to each eligible employee shall be determined by the Safety Manager as part of the annual review.

Section 11.10 - Tools:

The City agrees to provide tools for any unit member working as mechanics in Fleet Maintenance and Fire Apparatus Maintenance.

Section 11.11 - Working Out of Class:

The City has established a policy whereby a member, when assigned to perform the tasks of a higher level position for more than forty (40) hours during the term of this Memorandum (not necessarily consecutively) shall be paid at the "first" step of the higher position's salary range or five (5) percent more than base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked.

ARTICLE XII - PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions or previously agreed to rights, obligations and relationships expressed in any previous MOU and all rights, privileges, benefits and terms and conditions of employment and the obligations between the parties as of the date of the 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 Memorandum constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in 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 12.1 – Term of MOU:

The City and CGEA 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.

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Section 12.2 - Work Schedules:

The City and the Association have agreed to implement a forty-hour, five-day work schedule for Association employees, 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.

Management may modify hours and/or working conditions, e.g., implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures.

Section 12.3 –Additional One-Time Payments:

A. One-Time Payments.

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

All members of CGEA 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 Three Thousand Two Hundred Dollars (\$3,200.00) on or before June 7, 2019.

All members of CGEA 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 One Hundred Dollars (\$3,100.00) on or before January 3, 2020.

All members of CGEA who are employed by the City on July 1, 2020, excluding employees who have separated from the City on or prior to July 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 Dollars (\$3,000.00) on or before July 3, 2020.

B. No "Roll-Up" Effect.

The one-time payments provided pursuant to Section 12.3(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), Overtime (Section 8.1), Compensatory Time (Section 8.3), Tier I Longevity Pay (Section 11.2), Shift Differential Pay (Section 11.1), Bilingual Pay (Section 11.3), Assignment Pay (Section 11.4), Certification Pay (Section 11.5), Standby Pay (Section 11.6), Annual Leave buy back (Section 7.2.11), or any other form of additional or special compensation provided in this MOU.

ARTICLE XIII - 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;

MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
June 5, 2019 – June 30, 2021

2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for Association training;
4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations;
9. Out-of-class assignments;
10. Maintenance of classification list for "job families"; and
11. CGEA positions listed in the City classification library.

The parties agree that revisions made under this section do not signify a reopening 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 XIV - MANAGEMENT RIGHTS:

The City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to, the exclusive right to determine the mission of its constituents, departments, commissions, and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotions; direct its employees; establish and enforce dress and grooming standards; determine the means and methods to relieve its employees from duty because of lack of work or other lawful reasons; maintain the efficiency of governmental operations; determine the methods, means and numbers and kinds of personnel by which governmental operations are to be conducted; determine the content and intent of job classifications; determine methods of financing; determine style and/or types of City issued wearing apparel, equipment or technology to be used; determine and/or change facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operations of the City; to assign work and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice; establish and modify productivity and performance programs and standards; discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law; establish employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith; take all necessary actions to carry

MEMORANDUM OF UNDERSTANDING
CORONA GENERAL EMPLOYEES ASSOCIATION
June 5, 2019 – June 30, 2021

out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The exercise by the City through its Council and management representatives of its rights hereunder shall not, in any way, directly or indirectly, be subject to the grievance procedure.

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

ARTICLE XV – SIGNATURES:

DATE: _____

Mitch Lansdell
Employee Relations Officer
Acting City Manager

DATE: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

DATE: _____

Russell Leonard
CGEA Board President

DATE: _____

Paul De La Hoya
CGEA Board 1st Vice President

Attachment A

CGEA Job Families

Job Family 01

Accountant
Accounting Analyst (Finance)
Senior Accountant

Job Family 02

Accounting / Grants Specialist
Accounting Specialist
Accounting Technician I – FLEX
Accounting Technician II – FLEX
Accounting Technician I
Accounting Technician II
Accounting Technician III
Departmental Accounting / Budget Technician
Payroll Technician
Senior Accounting Technician
Senior Departmental Accounting / Budget
Technician
Senior Dept. Acct / Budget Technician - *Provisional*

Job Family 03

Inventory Control Specialist
Lead Inventory Control Technician

Job Family 04

Animal Control Officer I
Animal Control Officer II

Job Family 05

Building/Facilities Maintenance Technician
Building Maintenance / Graffiti Technician
Building Maintenance Technician
Graffiti Worker
Lead Building Maintenance Technician

Job Family 06

Buyer
Senior Buyer
Purchasing Specialist I
Purchasing Specialist II
Purchasing Specialist III
Purchasing Specialist IV
Purchasing Specialist V
Purchasing Technician

Job Family 07

Code Enforcement Officer I
Code Enforcement Officer II
Senior Code Enforcement Officer

Job Family 08

Community Service Officer I
Community Service Officer II
Community Services Officer I – FLEX
Community Services Officer II – FLEX
Jailer

Job Family 09

Collections Specialist (DWP)
Customer Service Representative I – FLEX
Customer Service Representative II – FLEX
Customer Service Representative III – FLEX
DWP Customer Care Representative I – FLEX
DWP Customer Care Representative II – FLEX
DWP Customer Care Representative III – FLEX
Library and Recreation Services Patron Services Associate I
Library and Recreation Services Patron Services Associate II
Library and Recreation Services Patron Services Associate III
Payment Processing Clerk (DWP)
Revenue Collections Investigator
Senior Customer Service Representative
Utility Billing System Technician

Job Family 10

Public Safety Dispatcher I - FLEX
Public Safety Dispatcher II - FLEX
Senior Public Safety Dispatcher

Job Family 11

Lead Water Operator
Senior Water Operator
Water Operator In Training
Water Operator I - FLEX
Water Operator II – FLEX
Water Operator III – FLEX

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Job Family 12

Lead SCADA Maintenance Technician (DWP)
Lead Water Maintenance Technician
Maintenance Technician I – FLEX
Maintenance Technician II – FLEX
Maintenance Technician III – FLEX
SCADA Maintenance Technician III
Senior Maintenance Technician
Water Maintenance Technician I - FLEX
Water Maintenance Technician II - FLEX

Job Family 13

Associate Engineer
Associate Engineer - Traffic
Associate Traffic Engineer

Job Family 14

Water Facility Operator I - FLEX - *Provisional* Water
Facility Operator III

Job Family 15

Fleet Administrator
Fleet Services Associate Technician
Fleet Services Technician
Fleet Services Worker Fleet Services Writer Lead Fleet
Services Technician
Fleet Technician I – FLEX
Fleet Technician II – FLEX
Fleet Technician III – FLEX
Lead Fleet Services Technician

Job Family 16

GIS Administrator
GIS Analyst

Job Family 17

Accountant / Grant Administrator
CDBG / HOME Program Coordinator
Grant Administrator

Job Family 18

Business Systems Analyst
Information Technology Specialist
Senior Information Technology Specialist

Job Family 19

Library Assistant
Library Specialist

Job Family 20

Administrative Assistant
DWP Administrative Clerk
Office Assistant
Office Assistant - *Provisional*
Office Assistant I
Office Assistant II
Senior Administrative Assistant
Senior Administrative Assistant - *Provisional*
Senior Office Assistant
Senior Office Assistant – *Provisional*
Support Services Technician I – FLEX
Support Services Technician II – FLEX

Job Family 21

Building Permit Technician
Building Permit Technician I – FLEX
Building Permit Technician II – FLEX
Building Permit Technician III - FLEX
Plans Examiner I
Senior Building Permit Technician

Job Family 22

Landscape Irrigation Specialist
Parks Landscape Contract Inspector
Parks Landscape Contract Inspector - *Provisional*
Senior Parks Landscape Contract Inspector

Job Family 23

Assistant Planner
Associate Planner
Planning Technician

Job Family 24

Lead Parks Services Worker
Park Maintenance Assistant I
Park Maintenance Assistant II
Park Maintenance Assistant III
Park Maintenance Worker
Parks Services Worker I – FLEX
Parks Services Worker II – FLEX
Parks Services Worker III – FLEX
Senior Park Maintenance Worker

Job Family 25

Senior Water Reclamations Facility Operator
Water Reclamations Facility Operator I - FLEX –
Provisional
Water Reclamations Facility Operator II - FLEX
Water Reclamations Facility Operator III

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Job Family 25 (continued)

Water Reclamation Operator I – FLEX
Water Reclamation Operator II – FLEX
Water Reclamation Operator III – FLEX
Water Reclamation Operator In Training
Lead Water Reclamation Operator

Job Family 26

Police Records Technician I - FLEX
Police Records Technician II - FLEX
Senior Police Records Technician

Job Family 27

Senior Water Resources Specialist
Water Resources Aide
Water Resources Specialist
Water Resources Specialist I – FLEX
Water Resources Specialist II – FLEX
Water Resources Specialist III – FLEX

Job Family 28

Senior Street Maintenance Worker
Street Maintenance Worker
Streets Maintenance Crew Leader
Traffic Maintenance Technician

Job Family 29

Engineering Technician
Senior Engineering Technician (PW)

Job Family 30

Water Resources Technician I - FLEX
Water Resources Technician II - FLEX

Job Family 31

Senior Telecommunications Specialist
Telecommunications Specialist

Job Family 32

Traffic Signal Coordinator
Traffic Signal Specialist
Traffic Signal Technician

Job Family 33

Senior Utilities Service Worker
Utilities Maintenance Crew Leader
Utilities Service Worker I - FLEX
Utilities Service Worker II - FLEX
Utility Service Worker I – FLEX
Utility Service Worker II – FLEX
Utility Service Worker III – FLEX

Job Family 34

Facilities Locator Technician (PW)
Public Works Inspection Technician
Public Works Inspector I
Public Works Inspector II
Public Works Inspector II - *Provisional*
Public Works Inspector II
Senior Public Works Inspector

Job Family 35

Fire Prevention Program Specialist
Fire Prevention Technician I
Fire Prevention Technician II
Fire Prevention Technician III

Job Family 36

Librarian
Librarian I
Librarian II
Librarian III

Job Family 37

Management Analyst (Parks)
Management Analyst I
Management Analyst II

Job Family 38

Regulatory Technician I – FLEX
Regulatory Technician II – FLEX
Regulatory Technician III – FLEX

Job Family 39

DWP Utilities Engineer
Utility Engineer I – FLEX
Utility Engineer II – FLEX
Utility Engineer III – FLEX

Job Family 40

Junior Network Analyst
Network Analyst

Job Family 41

Senior Systems Engineer
Systems Engineer

Job Family 42

Forensic Technician
Forensic Technician – *Provisional*
Forensic Technician I
Forensic Technician II

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Job Family 43

Communications Technician I – FLEX
Communications Technician II – FLEX
Communications Technician III – FLEX

Storm Water Inspector
Utility System Modeler
Water Resources Inspector

Job Family 44

Building Inspector I
Building Inspector II

Job Family 45

Public Works Permit Technician I – FLEX
Public Works Permit Technician II – FLEX
Public Works Permit Technician III – FLEX

Job Family 46

Traffic Management Center Specialist
Traffic Management Center Technician I – FLEX
Traffic Management Center Technician II – FLEX
Traffic Management Center Technician III – FLEX

Job Family 47

Programmer Analyst
Software Developer

Job Family 0 - No Job Family

Airport Manager
Compliance Coordinator (Comm. Dev)
Crime Analyst
Custodian (Police)
Dryer Facility Operator
EMS Office Specialist
Environmental Compliance Coordinator
Fire Apparatus Mechanic II
Fire Inspector 1
Instrumentation and Control Engineer
Library Outreach Coordinator
Mail Distribution Clerk
Maintenance Planner
Planner / Asset Coordinator (DWP)
Police Permit Technician
Police Trainee
Property & Contract Administrator (DWP)
Property Administrator (Police)
Radio / Safety Equipment Technician
Recreation Coordinator
Regulatory Compliance Analyst (DWP)
Regulatory Services Coordinator (DWP)
Restoration Technician - *Provisional*
Senior Field Customer Service Representative
Senior Redevelopment Accounting Technician
Source Control Inspector



CORONA SUPERVISORS ASSOCIATION

~~COMPREHENSIVE~~ ~~MASTER~~ MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding – Corona Supervisors Association

~~October 16, 2013~~

June 5, 2019 – June 30, 2021

~~July 1, 2009~~ June 5, 2019 – June 30,
~~2015~~ 2021

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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:

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:

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 said dues, etc. The exclusive representative agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this provision.

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 - 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 process 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 - Meet and Confer:

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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 meet and confer activities. A list of the seven members shall be provided to the Human Resources Department. Additionally, permission for the allocated time shall be requested from the appropriate department head and such permission shall be granted promptly unless such absence would cause undue interruption of work.

Section 3.5 - Notification Regarding Reclassification:

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.

ARTICLE IV - BENEFITS:

Section 4.1 - Deferred Compensation:

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.

~~All CSA members have agreed to waive the \$1,900 yearly match contribution to each member's Deferred Compensation account for calendar years 2013, 2014, and 2015. The City will pay the match for any year in which any other City of Corona employee association receives an increase in base salary or benefits (excluding items previously deferred), during these same years. The Deferred Compensation match benefit (\$1,900 per year) shall be reinstated beginning January 1, 2016 and thus will be recognized as part of any continuation of this contract beyond June 30, 2015.~~

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.

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- 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 4.2 - ~~Flexible Benefit Allowance~~Insurance:

~~No flexible benefit allowance shall be provided to any CSA employees hired on or after November 14, 2017, and effective January 1, 2018 no flexible benefit allowance shall be provided to any CSA member while an employee of the City. Flexible benefit allowances provided to employees hired on or before November 13, 2017 shall continue to be honored through December 31, 2017 pursuant to the MOU terms in effect on November 13, 2017.~~

~~Section 4.3 – Insurance:~~

~~4.34.2.1~~ 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

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- (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.

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Effective the first full pay period following June 5, 2019, no Medical Difference 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.

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

- (C) Tier III Employees: The City agrees to provide, 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

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- (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.~~

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.

4.32.2 Medical Insurance Opt Out:

Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance ~~and Medical Difference (if applicable)~~,^{1,2} 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.

4.32.3 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 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

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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.

(B) 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.

4.32.4 Tier I Retiree Health Alternative:

In lieu of receiving the Premium Payment, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code. To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution.

Tier I Retirees needing to re-enroll as a result of a COBRA or HIPPA “qualifying event” may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA “qualifying event” may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health plan. Tier II, Tier III and Tier ~~III~~IV Retirees shall not be eligible for this alternative.

4.32.5 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).

4.32.6 Medicare Contribution:

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

4.32.7 Short-Term Disability Insurance:

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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 ~~or frozen sick leave~~ to supplement disability payments.

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

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.

4.~~32~~.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 or frozen sick~~ leave to supplement disability payments.

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

4.~~32~~.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.

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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.

4.32.10 Retiree Life Insurance: The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all employees, for 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.

4.32.11 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 4.43 - Public Employees Retirement System (CalPERS):

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

4.43.1 Formula and Contribution Rates for ~~Tier I and Tier II Employees: 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.

~~(A) Tier I Employees—Employees hired prior to January 1, 1999, the City agrees to pay the current CalPERS normal contribution on behalf of each Association member, said standard contribution being eight percent (8%). Such payments shall be reported as normal contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized this contribution does not affect an Association member's base pay. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay the eight percent (8%) EPMC and will no longer report the value of the eight percent (8%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier I employees shall pay the eight percent (8%) normal member CalPERS contribution.~~

~~(B) Tier II Employees—Employees hired on or after January 1, 1999, shall pay 3% of the Association member portion of the CalPERS retirement contribution. It is acknowledged that payment by the City for the City's portion of the Association member contribution (generally expected to be 5%) shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized this contribution does not affect an Association member's base pay. Notwithstanding the foregoing, effective~~

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~~October 19, the City shall adopt the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay the five percent (5%) EPMC and will no longer report the value of the five percent (5%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier II employees shall pay the eight percent (8%) employee CalPERS contribution.~~

~~(C) Association 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.

4.43.2 Formula and Contribution Rates for ~~Tier III Employees:~~CalPERS “New” Members, as defined in PEPR:

Formula: 2% at age 62 CalPERS Benefit Formula – Local Miscellaneous Member, ~~Tier III, applicable to “New Members” defined as those employees hired on or after January 1, 2013 who have never been a member of any public retirement system prior to January 1, 2013, or who were members of any other public retirement system prior to January 1, 2013 that were not subject to reciprocity, or were members prior to the effective date and had a break in service in excess of six months unless previously employed by the City if they remained CalPERS members.~~

~~Tier III – New Members, Mandatory Employee Contribution, Pensionable Compensation Limit, and Final Compensation Formula as required by Assembly Bill 340 (2012):~~

~~(A) 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 New Member’s employee’s paycheck.

~~(B) Pensionable Compensation Limit: As of January 1, 2013, the compensation of New Members reported to CalPERS established and adjusted by CalPERS to be used in calculating retirement benefits will be capped at \$136,440, on an amount that will be subject to annual adjustment by CalPERS.~~

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

4.43.3 Additional Benefits:

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- § 20042 “Final Compensation”—One Year—Local Member
Final Compensation determined by “Highest Single Year of Service”
*For Tier I and Tier II members CalPERS Classic Members only

 - § ~~20691~~20037 ~~Employer Payment of Member Contributions
Until October 18, 2013, the City shall implement Government Code § 20636(c) (4) pursuant to § 20691 and pay and report Employer Paid Member Contributions (EPMC) currently paid by the City as income. *For Tier I and Tier II members only. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU.
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

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- § 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 4.54 - Tuition Reimbursement:

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 4.54, 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 4.54.2 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.

4.54.1 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.

4.54.2 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.

4.54.3 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

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for Tuition Reimbursement during the 12 months preceding the employee's termination date.

4.54.4 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:

Section 5.1 - Holiday Schedule:

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
5. July 4, Independence Day
1. First Monday in September, Labor Day
2. November 11, Veteran's Day
3. 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.

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 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 - REDUCTION IN WORK FORCE:

Section 6.1 - Layoff Policy:

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

- a) Holds the title of "supervisor" or the equivalent; or
- b) Supervises at least two other full-time employees in their daily functions; or
- c) 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:

6.1.1 Order of Separation:

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

1. A listing shall first be compiled of the Association members in the affected class based upon years of service in the class with the least senior heading the list. 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.
2. Association members in the first subcategory must be laid off before Association members listed in the second category, etc.
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 are laid off by the rank order established.

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

6.1.2 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. 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.

6.1.3 Notice:

Each 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 in the amount of 160 hours (equating to one month) and shall be advised of reemployment status. Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave and /or Compensatory time. 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.

6.1.4 Reemployment:

If a vacancy in the classification in the affected department exists, the appointing authority shall appoint from the reemployment list. When there is more than one Association member on the reemployment list, the appointing authority shall select from the top two, or if appropriate, three, using seniority and performance evaluation to guide selection and appointment. If no former Association member on the list decides to accept reemployment, the list shall be declared void, and in no case shall be valid for more than two (2) years.

6.1.5 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 6.2 - Furlough:

No reduction of work hours shall be instituted without meeting and conferring with the CSA bargaining representatives.

ARTICLE VII - LEAVES:

Section 7.1 - 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 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.

7.1.2 Accrual of Annual Leave Hours:

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

<u>Years of Service</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.

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.

7.1.3 Annual Leave During the First Year:

Probationary Employees employed less than one full year shall accrue Probationary Sick Leave at one-half the rate of Annual Leave accrual for a 1-5 year full time regular 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.

7.1.4 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.

7.1.5 Unpaid Leave:

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

7.1.6 Maximum Accumulation:

As of December 31st 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.

7.1.7 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.
- d. 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.
- e. 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

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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.

- f. Annual leave may be used to supplement short and long term disability payments.

7.1.8 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.

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

Buy Back Guidelines:

Members may make an advance irrevocable election each year to buy back Annual Leave that will be accrued in the following 12 month period (commencing with the first full pay period of the fiscal year and ending with the last full pay period of that fiscal year) ("Buy-Back Period") by submitting an Annual Leave Buy-Back Request form during the last 15 days of June. Annual Leave buy back payments will be calculated at the 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:

Annual Leave Used During the Buy-Back Period	Min. Annual Leave Remaining After Buy-Back	Maximum Buy-Back
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

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electd 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.

~~The City will endeavor to implement, on or before July 1, 2018, a process that allows Employees to make an advance irrevocable election twice per year to buy back Annual Leave that will accrue after the election provided that the City's computer and software technology can accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, as determined by the City Manager. If the City's computer and software technology can accommodate an electronic method, the City and CSA shall meet and confer in good faith to negotiate a side letter or other agreement to implement the twice per year buy back process, including, without limitation, the time for submission of Annual Leave Buy Back Request forms and the minimum criteria that an Employee must satisfy to buy back Annual Leave. If the City's computer and software technology cannot accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, the City shall provide notice to CSA on or before June 1, 2018.~~

7.1.10 Annual Leave – Tier I Employees:

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

7.1.11 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 ~~(\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older).~~ 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.

Section 7.2 – ~~Frozen Sick Leave (Former Sick Leave Accounts):~~

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

~~7.2.1 Frozen Sick Leave—Definition:~~

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

~~7.2.2 Use of Frozen Sick Leave Hours:~~

~~Any time off based on a verified “on the job” injury shall be an eligible use of the Frozen Sick Leave account irrespective of the number of hours of accrued Annual Leave that the injured Association member has.~~

~~In the case of illness, an Association member may use Frozen Sick Leave under any of the following provisions:~~

- ~~• The Association member’s annual leave balance is reduced to eighty (80) hours or less; or~~
- ~~• The Association member has been off “sick” for more than four (4) consecutive workdays or forty (40) hours and has a written confirmation from the Association member’s physician. The Association member shall be eligible to use their Frozen Sick Leave account for those days beyond the fourth (4th) consecutive workday or forty (40) hours the Association member misses from work irrespective of the number of hours of accrued Annual Leave that the Association member has. If the Association member has used a total of seventy five (75) hours of Annual Leave within the proceeding 12-month period and has obtained written confirmation from the Association member’s physician of an illness, Frozen Sick Leave may also be used for the first four days.~~

~~7.2.3 Frozen Sick Leave—Leave Donation~~

~~Frozen Sick Leave may not be used to donate hours.~~

~~7.2.4 Frozen Sick Leave—Cash Payment Provisions:~~

~~Association members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their unused Frozen Sick Leave for each year of service. Payment shall be calculated at the Association member’s current hourly rate at the time of payment. Tier I employees payment shall be calculated at employees current hourly base pay rate and the Tier I Longevity Pay combined. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the Association member’s account.~~

~~Members who retire, retire due to disability, or are deceased prior to retirement after a minimum of 25 (twenty five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave.~~

~~An Association member has the option of a cash payment or a delay in the date of retirement as the method for receiving unused Frozen Sick Leave.~~

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~~Employees who are laid off as a result of Reduction in Force, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's current hourly base pay rate at the time of payment plus, for Tier I employees, the Tier I Longevity Pay. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~A laid-off employee with Frozen Sick Leave who is not eligible to retire will receive a cash payment according to the above terms upon separation.~~

Section 7.3 - Executive Leave:

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 31st 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 IX - NO-STRIKE 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.

ARTICLE X - OVERTIME:

Section 10.1 Overtime Authorization:

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Effective the first full payroll period following November 14, 2017, ~~Police~~Public Safety Dispatch Supervisors and any other non-exempt 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 10.2 - Exceptions.

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:

- 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, 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. For purposes of this Section 10.2(B), 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, 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 pursuant to Article VII (other than Section 7.1.8) or are otherwise on short-term approved leaves, 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 10.3 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 - SALARY:

Section 11.1 - Salary Range and Merit Increases:

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Each position shall be assigned a salary range. Association members may advance annually within the salary range, except that the City Manager may advance an Association member sooner 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.

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 11.3 - Compaction Adjustments:

The 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 assignment compensation (base pay only). 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.

Compaction relief 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.

~~Section 11.6 – Base Pay & Special Compensation Adjustment:~~

~~Effective October 19, 2013, base pay shall be increased for Tier I and Tier II employees by at least five percent (5%) by moving each employee's base pay ten (10) steps up on the City's salary grid. The salary ranges for all positions in the CSA will be updated accordingly. In addition, Tier I employees shall also receive the Tier I Longevity Pay provided for in Section 12.8.~~

~~Section 11.7 – One-Time Special Compensation Adjustment:~~

~~On or before July 2, 2015, all members of the CSA who were employed by the City on June 26, 2015, excluding employees who have separated from the City on or prior to June 26, 2015 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time Off-Salary Schedule Payment equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) in lieu of a base pay salary increase. For all members of the CSA other than employees who are "new members" as defined by Government Code Section 7522.04(f), the City shall report this Off-Salary Schedule Payment to CalPERS as special compensation in the final pay period of fiscal year 2014-15, so long as it does not exceed six percent (6%) of the employee's base salary in fiscal year 2014-15. To the extent that this Off-Salary Schedule Payment exceeds six percent (6%) of the employee's base salary in fiscal year 2014-15, the City shall report it as special compensation up to six percent (6%). For employees who are "new members" as defined by Government Code Section 7522.04(f), this Off-Salary Schedule Payment shall not be reported to CalPERS as compensation.~~

~~Section 11.8 – 2017 Base Rate of Pay COLA:~~

~~Effective the first full payroll period following November 14, 2017, the base rate of pay for all unit members shall be increased by approximately two percent (2%) by moving each employee's base pay four (4) steps up on the City's salary grid. The salary ranges for all positions in the CSA will be updated accordingly in the City's Position Library and Compensation Plan.~~

ARTICLE XII - SPECIAL COMPENSATION:

Section 12.1 - Certification Pay:

"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:

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 – Department of Water and Power Employees Certification Pay:

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Effective the first full payroll period following November 14, 2017, employees in the following positions shall receive Certification Pay in the fixed amount of \$1,367.08 for grade five (5) certifications in Water Treatment, Wastewater Treatment, or Water Distribution earned and received from the State of California:

- Chief Reclamations Operator
- Chief Water 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.

If such assignment is for less than a full month, the monthly Certification Pay shall be prorated accordingly.

The City will not pay for tuition, books, transportation, and mileage for course work leading to additional certifications.

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 certification.

Section 12.2 - Call-Out Pay:

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 shall be provided with a cell phone and will be required to be available to receive and respond to emergency phone calls during periods outside normal working hours. The City agrees to the following list of positions eligible to receive Call-Out pay:

Department of Water and Power:

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

Maintenance Services Division

- Parks Superintendent

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- Building / Facilities Superintendent
 - Street Maintenance Superintendent

Parks & Community Services Department:

- 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 Works Department:

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

Section 12.3 - Longevity Pay:

A. All CSA Members.

The City has established a program of recognition for length of service to the City of Corona by providing an annual payment, as of the first day of each September, to members who qualify under the following schedule:

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

B. Tier I CSA Members.

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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 12.4 - Shift Differential:

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 12.5 - Bilingual Pay:

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 12.6 - Uniform 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.

Association members must have worked at least one day during the quarter during which Uniform Allowance is paid and must be on the City payroll (or on Annual Leave or workers compensation

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status) on the day Uniform Allowance is paid in order to receive this benefit. If an Association member is on FMLA leave for the entire quarter and works no days during that quarter, the benefit will not be received. Association members who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a pro-rated payment.

Section 12.7 - Pay for Working in a Higher Classification:

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 shall be compensated for all those hours worked in the higher classification as follows:

12.7.1 Supervisory Position:

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

12.7.2 Management Position:

7.5% above the top step of their current range, not to exceed the rate of the Management classification, unless a higher amount is authorized by the City Manager.

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 - PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions, or previously agreed-to rights, obligations, and relationships expressed in any previous MOU and all rights, privileges, benefits, 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.

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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 ~~to extend that~~ the ~~term~~~~term~~ of the ~~current~~~~this~~ MOU ~~set to expire on~~ shall ~~be from~~ June 30, 2014~~5, 2019~~ to June 30, 2015~~2021~~. In the event agreement is not made for a new MOU prior to June 30, 2015 ~~the provisions of this MOU shall remain in force until the successor MOU is approved. The City and CSA shall meet and confer on or before April 1, 2014, to assess the state of the City.~~

~~The City and CSA agree to extend the terms of the current MOU set to expire on June 30, 2015 to June 30, 2016. In the event agreement is not made for a new MOU prior to June 30, 2016~~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":

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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; to set standards of service to be offered to the public, and through its management officials to

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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.

ARTICLE XVII - SIGNATURES:

DATE: _____

Mitch Lansdell
Employee Relations Officer
Acting City Manager

DATE: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

DATE: _____

Dennis Ralls
CSA Board President

DATE: _____

Lisa Lorton
CSA Board Vice President



CORONA SUPERVISORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

June 5, 2019 – June 30, 2021

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June 5, 2019 – June 30, 2021

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ARTICLE I - RECOGNITION:

WHEREAS, the City of Corona, California represented by its Management Negotiator (hereinafter referred to as 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:

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:

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 said dues, etc. The exclusive representative agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this provision.

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 - 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 process 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 - Meet and Confer:

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 meet and confer activities. A list of the seven

members shall be provided to the Human Resources Department. Additionally, permission for the allocated time shall be requested from the appropriate department head and such permission shall be granted promptly unless such absence would cause undue interruption of work.

Section 3.5 - Notification Regarding Reclassification:

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.

ARTICLE IV - BENEFITS:

Section 4.1 - Deferred Compensation:

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 4.2 - Insurance:

4.2.1 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 Difference 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.

4.2.2 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.

4.2.3 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

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.

(B) 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.

4.2.4 Tier I Retiree Health Alternative:

In lieu of receiving the Premium Payment, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code. To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution.

Tier I Retirees needing to re-enroll as a result of a COBRA or HIPPA “qualifying event” may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA “qualifying event” may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health plan. Tier II, 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.

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.

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.

4.2.10 Retiree Life Insurance: The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all employees, for 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.

4.2.11 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 4.3 - Public Employees Retirement System (CalPERS):

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 PEPRA:

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

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- § 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 4.4 - Tuition Reimbursement:

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:

Section 5.1 - Holiday Schedule:

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
5. July 4, Independence Day
1. First Monday in September, Labor Day
2. November 11, Veteran's Day
3. 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.

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 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 - REDUCTION IN WORK FORCE:

Section 6.1 - Layoff Policy:

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

- a) Holds the title of "supervisor" or the equivalent; or
- b) Supervises at least two other full-time employees in their daily functions; or
- c) 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:

6.1.1 Order of Separation:

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

1. A listing shall first be compiled of the Association members in the affected class based upon years of service in the class with the least senior heading the list. 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.
2. Association members in the first subcategory must be laid off before Association members listed in the second category, etc.
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 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.

6.1.2 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. 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.

6.1.3 Notice:

Each 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 in the amount of 160 hours (equating to one month) and shall be advised of reemployment status. Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave and /or Compensatory time. 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.

6.1.4 Reemployment:

If a vacancy in the classification in the affected department exists, the appointing authority shall appoint from the reemployment list. When there is more than one Association member on the reemployment list, the appointing authority shall select from the top two, or if appropriate, three, using seniority and performance evaluation to guide selection and appointment. If no former Association member on the list decides to accept reemployment, the list shall be declared void, and in no case shall be valid for more than two (2) years.

6.1.5 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 6.2 - Furlough:

No reduction of work hours shall be instituted without meeting and conferring with the CSA bargaining representatives.

ARTICLE VII - LEAVES:

Section 7.1 - 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 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.

7.1.2 Accrual of Annual Leave Hours:

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

<u>Years of Service</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.

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.

7.1.3 Annual Leave During the First Year:

Probationary Employees employed less than one full year shall accrue Probationary Sick Leave at one-half the rate of Annual Leave accrual for a 1-5 year full time regular 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.

7.1.4 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.

7.1.5 Unpaid Leave:

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

7.1.6 Maximum Accumulation:

As of December 31st 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.

7.1.7 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.
- d. 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.
- e. 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.

- f. Annual leave may be used to supplement short and long term disability payments.

7.1.8 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.

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

Buy Back Guidelines:

Members may make an advance irrevocable election each year to buy back Annual Leave that will be accrued in the following 12 month period (commencing with the first full pay period of the fiscal year and ending with the last full pay period of that fiscal year) ("Buy-Back Period") by submitting an Annual Leave Buy-Back Request form during the last 15 days of June. Annual Leave buy back payments will be calculated at the 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:

Annual Leave Used During the Buy-Back Period	Min. Annual Leave Remaining After Buy-Back	Maximum Buy-Back
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.

7.1.10 Annual Leave – Tier I Employees:

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

7.1.11 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.

Section 7.2 - Executive Leave:

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 31st 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 IX - NO-STRIKE 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.

ARTICLE X - OVERTIME:

Section 10.1 Overtime Authorization:

Effective the first full payroll period following November 14, 2017, Public Safety Dispatch Supervisors and any other non-exempt 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 10.2 - Exceptions.

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:

- 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, 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. For purposes of this Section 10.2(B), 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, 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 pursuant to Article VII (other than Section 7.1.8) or are otherwise on short-term approved leaves, 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 10.3 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 - SALARY:

Section 11.1 - Salary Range and Merit Increases:

Each position shall be assigned a salary range. Association members may advance annually within the salary range, except that the City Manager may advance an Association member sooner 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.

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 11.3 - Compaction Adjustments:

The 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 assignment compensation (base pay only). 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.

Compaction relief 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 - SPECIAL COMPENSATION:

Section 12.1 - Certification Pay:

"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:

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 – Department of Water and Power Employees Certification Pay:

Effective the first full payroll period following November 14, 2017, employees in the following positions shall receive Certification Pay in the fixed amount of \$1,367.08 for grade five (5) certifications in Water Treatment, Wastewater Treatment, or Water Distribution earned and received from the State of California:

- Chief Reclamations Operator
- Chief Water 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.

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 certifications.

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 certification.

Section 12.2 - Call-Out Pay:

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 shall be provided with a cell phone and will be required to be available to receive and respond to emergency phone calls during periods outside normal working hours. The City agrees to the following list of positions eligible to receive Call-Out pay:

Department of Water and Power:

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

Maintenance Services Division

- Parks Superintendent
- Building / Facilities Superintendent
- Street Maintenance Superintendent

Parks & Community Services Department:

- 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 Works Department:

- City Traffic Engineer
- Public Works Program Manager
- Principal Engineer
- Senior Engineer – Traffic

-
- Public Works Inspection Superintendent (effective August 18, 2018)
 - District Engineer
 - Senior Utility Engineer

Section 12.3 - Longevity Pay:

A. All CSA Members.

The City has established a program of recognition for length of service to the City of Corona by providing an annual payment, as of the first day of each September, to members who qualify under the following schedule:

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

B. 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 12.4 - Shift Differential:

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 12.5 - Bilingual Pay:

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 12.6 - Uniform 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.

Association members must have worked at least one day during the quarter during which 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 this benefit. If an Association member is on FMLA leave for the entire quarter and works no days during that quarter, the benefit will not be received. Association members who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a pro-rated payment.

Section 12.7 - Pay for Working in a Higher Classification:

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 shall be compensated for all those hours worked in the higher classification as follows:

12.7.1 Supervisory Position:

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

12.7.2 Management Position:

7.5% above the top step of their current range, not to exceed the rate of the Management classification, unless a higher amount is authorized by the City Manager.

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 - PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions, or previously agreed-to rights, obligations, and relationships expressed in any previous MOU and all rights, privileges, benefits, 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; 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.

ARTICLE XVII - SIGNATURES:

DATE: _____

Mitch Lansdell
Employee Relations Officer
Acting City Manager

DATE: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

DATE: _____

Dennis Ralls
CSA Board President

DATE: _____

Lisa Lorton
CSA Board Vice President

RESOLUTION NO. 2019-011

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CORONA GOVERNING COMPENSATION AND
BENEFITS OF NON-REPRESENTED
MANAGEMENT/CONFIDENTIAL GROUP EMPLOYEES**

WHEREAS, the Management/Confidential Group of employees was created by Resolution 2012-008 adopted by the City Council of the City of Corona (“City”) on February 15, 2012; and

WHEREAS, the City Council subsequently amended the compensation and benefits of the Management/Confidential Group employees, as provided in Resolution No. 2013-021 adopted by the City Council on March 20, 2013, Resolution No. 2013-050 adopted by the City Council on June 5, 2013, Resolution No. 2013-103 adopted by the City Council on October 16, 2013, Resolution No. 2015-020 adopted by the City Council on June 3, 2015; Resolution No. 2016-054 adopted by the City Council on June 1, 2016, Resolution No. 2017-019 adopted by the City Council on April 5, 2017, Resolution No. 2017-046 adopted by the City Council on June 21, 2017, Resolution No. 2017-099 adopted by the City Council on September 6, 2017, Resolution No. 2017-112 adopted by the City Council on November 14, 2017, and Resolution No. 2017-130 adopted by the City Council on December 20, 2017; and

WHEREAS, the City Council now desires to amend the compensation and benefits of the Management/Confidential employees as provided in this Resolution, and thereby repeal Resolution 2017-130.

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

ARTICLE I

GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS

Section 1.1 Title of Resolution. This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Management/Confidential Group Employees of the City of Corona, but also may be informally referred to as the Management/Confidential Group Employee Resolution.

Section 1.2 Term of Resolution. This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

Section 1.3 Statement of Purpose. This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Management/Confidential Group employees.

Section 1.4 Members of Management/Confidential Group. The Management/Confidential Group is made up of employees holding the following positions in a full-time capacity and that are identified in the budget as Management/Confidential:

Various Departments

Administrative Services Manager (I, II, III and IV)
Administrative Supervisor
[Executive Assistant \(I and II\)](#)
Office Manager

Legal and Risk Management

[Risk Management Specialist](#)
Risk Management Technician
Risk Manager
Senior Paralegal/Claims Manager

Department of Water & Power

Assistant General Manager
DWP Administrative Secretary
DWP Operations Manager
DWP Operations Analyst [\(I and II\)](#)

Administrative Services Department

Accounting Supervisor
[Accounting Technician \(I, II and III\)](#)
Administrative Assistant
Business Systems Analyst I Flex
[Finance Manager](#)
Finance Manager (I, II, III and IV)
Financial Analyst (I, II and III)
Human Resources Analyst
Human Resources Manager (I, II and III)
Human Resources Technician (I, II and III)
[Office Assistant](#)
Payroll Technician (I, II and III)
Safety Coordinator
Safety Manager
Senior Human Resources Technician

Information Technology Department

[Data Scientist](#)
Deputy Chief Information Officer
[Information Technology Manager III](#)
[Telecommunications Manager](#)
[Help Desk Manager](#)

[Senior Network Architect](#)
[Senior Software Architect](#)
Web and Digital Media Manager

Management Services Department

~~Administrative Supervisor~~
~~Assistant to the City Manager~~
City Clerk/~~Community Information Manager~~
City Clerk Services Technician [\(I, II, and III\)](#)
City Clerk Services Specialist
~~Community Information Assistant~~
Community Information Specialist [\(I and II\)](#)
~~Economic Development Assistant~~
Economic Development Coordinator
Economic Development Manager-~~I~~/[Strategic Partnerships](#)
Management Services Assistant [\(I and II\)](#)
~~Program Coordinator~~
Senior Management Services Assistant
[Senior Office Assistant](#)

Police Department

~~Public Safety Finance Deputy Director~~
[Management Analyst \(I and II\)](#)

Library and Recreation Services Department

Library and Recreation Services Assistant Director
[Recreation Services Manager](#)

Public Works Department

Assistant Public Works Director/[City Engineer](#)
Public Works Program ~~Specialist~~[Supervisor](#)
~~Public Works Specialist~~

In addition, the following employee positions shall be included in the Management/Confidential Group, even before this Resolution is amended to include them: (1) any other position created by the City Council and specifically designated by the City Council to be included in the Management/Confidential Group; and (2) any reclassifications or title changes to positions listed above which are approved by the City Manager, so long as such actions do not result in any change in compensation to the affected employee(s) or a substantive change to their job description(s).

Section 1.5 Severance in Lieu of Notification During Layoffs. Each employee laid off shall be given written notice of the layoff not less than one month prior to the effective date, or shall be paid severance in the amount of one hundred and sixty (160) hours (equating to one month). Employees who have accrued Annual Leave will be permitted to remain in paid status

and exhaust all Annual Leave and/or compensatory time. 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 Leave~~, Annual Leave, and/or compensatory time (as applicable).

Section 1.6 Management Rights; Working Hours/Days. The City and City Manager retain all management rights and have no meet and confer obligations with the Management/Confidential Group. Within management rights, the City Manager reserves the right to change the work schedule, working hours, and working days of any Management/Confidential Group employee. Such changes include requiring Management/Confidential Group employees to work 4/40 (i.e., Fridays off) or Monday through Friday. A two-week notice will be provided prior to said change(s) being made.

Section 1.7 Definitions. When the following terms are used in this Executive Group Employee Resolution, they shall have the following meanings:

A. Tier I Employees. Tier I Employees are those employees hired by the City prior to January 1, 1999.

B. Tier II Employees. Tier II Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013; and (2) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017 and determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)~~PEPRA below.

C. Tier III Employees. Tier III Employees are those employees hired by the City on or after January 1, 2013, but prior to November 14, 2017, and determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.7(F)~~belowPEPRA.

D. Tier IV Employees. Tier IV Employees are those employees hired by the City on or after November 14, 2017.

E. PEPRA. The California Public Employees' Pension Reform Act of 2013 (Article 4 of Chapter 21 of Division 7 of Title 1 of the California Government Code, commencing with § 7522). ~~Classic CalPERS Members~~. ~~Classic CalPERS Members shall have the same meaning as "classic members" defined under CalPERS laws, rules and regulations. Currently, "classic members" under CalPERS is understood to consist of employees hired by the City on or after January 1, 2013 who entered into membership with a California public retirement system prior to January 1, 2013 and who do not meet the definition of a "new member" under Government Code Section 7522.04(f).~~

~~F. New CalPERS Members. New CalPERS Members shall have the same meaning as "new members" defined under CalPERS laws, rules and regulations. Currently, the term "new members" under CalPERS is understood to consist of employees hired by the City on or after January 1, 2013 and who meet any of the following: (a) have never been members of any~~

~~California public retirement system prior to January 1, 2013; or (b) were members of any other California public retirement system prior to January 1, 2013, but the system was not subject to reciprocity with CalPERS; or (c) were members in CalPERS prior to January 1, 2013 through an employer other than the City, but they had a break in service in excess of six (6) months before being hired by the City.~~

ARTICLE II
MEDICAL AND OTHER INSURANCE BENEFITS

~~Section 2.1 Cafeteria Plan; Flexible Benefit Allowance for Retirees. The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to active employees within the Management/Confidential Group. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:~~

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

~~Active employees within the Management/Confidential Group may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). Such employees shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year.~~

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

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee's health care spending account. This default allocation shall not be subject to change.

~~During the first year of employment, the annual allowance for new employees shall be equal to one hundred and twenty five dollars (\$125.00) times the number of whole months during which the employee will be employed with the City during the calendar year. New employees within the Management/Confidential Group, who have been employed by the City in another unrepresented group or represented unit, shall only be eligible for the greater flexible benefit allowance (i.e., either Management/Confidential Group or the former group or unit) during that transitional year. The total aggregate amount credited for any one employee under this section during any one calendar year shall not exceed the total allowance for the group or unit with the higher allowance during that calendar year.~~

~~The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Employees within the Management/Confidential Group who were hired by the City prior to January 1, 1999 if and when they retire from the City, shall continue to receive this allowance if they retire from the City.— This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:~~

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

~~Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City. Eligible employees who retired prior to January 1, 2012 will continue to receive this benefit irrespective of the concessions of active employees for calendar years 2012 and 2013 addressed in Section 2.2 below. Additionally, eligible employees who retired during calendar year 2012 will receive this benefit during the 2013 calendar year and thereafter.~~

~~Notwithstanding the foregoing, no flexible benefit allowance shall be provided to any employees within the Management/Confidential Group hired on or after November 14, 2017, and effective January 1, 2018 no flexible benefit allowance shall be provided to any employees within the Management/Confidential Group while an employee of the City. Flexible benefit allowances provided to employees hired on or before November 13, 2017 shall continue to be honored through December 31, 2017 pursuant to the above provisions of this Section 2.1.~~

Section 2.2 Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance allowance (“Medical Allowance”) to Tier I Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Tier II Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

The Medical Allowance shall be calculated for the various groups of Tier II Employees in the manners provided for in the following paragraphs:

1. Miscellaneous. For Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013, 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 under PEMHCA ("Medical Difference"), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Management/Confidential Group 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.

2. Miscellaneous (Classic Members). For Miscellaneous employees hired on or after January 1, 2013 and determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)PEPRA~~, 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

C. Tier III Employees. The City agrees to provide a Medical Allowance to Tier III Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

D. Tier IV Employees. The City agrees to provide a Medical Allowance to Tier IV Employees regardless of whether the employee is considered a Classic ~~CalPERS~~ Member, ~~as defined in Section 1.7(E),~~ or a New ~~CalPERS~~ Member, as defined in ~~Section 1.7(F)PEPRA,~~ to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$473.46 per month for employees electing Employee only coverage;
- \$946.92 per month for employees electing Employee plus one dependent coverage; or
- \$946.92 per month for employees 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

Section 2.3 Medical Insurance Opt Out. Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable) provided for in Section 2.2 above, a Management/Confidential Group employee may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule:

Prior to January 1, 2018

- \$770.00 for Employee + 2 or more dependents
- \$592.00 for Employee + 1 dependent
- \$296.00 for Employee Only

Effective January 1, 2018

- \$1,000.00 for Employee + 2 or more dependents
- \$750.00 for Employee + 1 dependent
- \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the employee 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 employee must meet all of the following requirements:

- Provide satisfactory written proof of health insurance coverage for the employee and the employee's eligible dependents, if any;
- 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
- Sign a statement acknowledging that the employee and the employee'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 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 health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

Section 2.4 Retiree Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance premium payment (“Retiree Medical Premium Payment”) to Tier I Employees in the Management/Confidential Group who retire from the City under the CalPERS system, for the purpose of purchasing health coverage offered through PEMHCA for the retiree and his or her eligible dependents. The Retiree Medical Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS; and (2) a reimbursement to the retiree of the monthly premium for the medical insurance plan actually paid by the retiree (“Retiree Medical Reimbursement”). The Retiree Medical 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 Employees that retire on or after January 1, 2006 shall only be entitled to a Retiree Medical 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 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.

Affirm Tier 1 Lifetime Health Benefit – City agrees to work with the City Attorney 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.

B. Tier II, III & IV Employees. Tier II, Tier III, and Tier IV Employees in the Management/Confidential Group who retire from the City under the CALPERS system shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City to CalPERS in the amount equal to the Base Contribution Rate only. Such 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 such retirees for premiums paid to Social Security for health insurance through Medicare.

Section 2.5 Retiree Health Alternative – Tier I Employees. In lieu of receiving the Retiree Medical Premium Payment, a Tier I Employee in the Management/Confidential Group who retires from the City under the CalPERS system 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 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 retiree must forfeit participating in any of the health benefit plans available to retirees of the City for the plan year in which such retiree elects to receive the contribution. Such 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 retiree has never participated in a CalPERS health plan. Tier II Employees, Tier III Employees and Tier IV Employees in the Management/Confidential Group who retire from the City under the CalPERS system shall not be eligible for this alternative.

Section 2.6 Family Medical Leave Act/California Family Rights Act. The City will pay to PERS the medical insurance premiums normally paid on behalf of that Management/Confidential Group employee, for up to 12 weeks, when an employee qualifies for an unpaid leave of absence in compliance with the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Section 2.7 Medicare Contribution. The City agrees to pay the Management/Confidential Group employee's portion of the mandatory Medicare Contribution of 1.45% for all employees.

Section 2.8 Short-Term Disability. Effective January 1, 2012, the City shall provide a short-term disability insurance plan to each Management/Confidential Group employee 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- Ability to utilize annual leave ~~or frozen sick leave~~ to supplement disability payments.

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

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 2.9 Long-Term Disability. Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Management/Confidential Group employee, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

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

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

Section 2.10 Life Insurance & Accidental Death and Dismemberment.

A. Amount of Insurance. The City shall provide life and accidental death and dismemberment insurance coverage for Management/Confidential Group employees equal to five and one-half times the employee's annual base pay, to a maximum of \$750,000.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance & Accidental Death and Dismemberment policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.11 Retiree Life Insurance.

A. Amount of Insurance. The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all Management/Confidential Group employees who retire from the City. This Life Insurance Policy shall remain in force until the retiree reaches the age of 70.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.12 Employee Assistance Program (EAP). The City will provide an Employee Assistance Program ("EAP") to all Management/Confidential Group 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. Note that the City may provide, in its sole discretion, an enhanced EAP for Police Department employees.

ARTICLE III
RETIREMENT – PERS

Section 3.1 Public Employees Retirement System. The City agrees to provide a retirement plan provided through the California Public Employees Retirement System ("CalPERS" or "PERS"). This plan will provide those benefits described in Sections 3.2 and 3.3.

Section 3.2 Retirement Benefit.

A. Tier I & II Employees. For Tier I Employees and Tier II Employees, the City shall provide 2.7% @ age 55.

B. Tier III Employees. For Tier III Employees, the City shall provide 2% @ age 62.

C. Tier IV Employees. The City shall provide 2.7% @ age 55 for Tier IV Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)PEPRA~~. The City shall provide 2% @ age 62 for Tier IV Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.7(F)PEPRA~~.

Section 3.3 Member Contribution Rate.

A. Tier I Employees. Effective October 19, 2013, Tier I Employees shall pay the eight percent (8%) employee CalPERS contribution.

B. Tier II Employees. Effective October 19, 2013, Tier II Employees shall pay the eight percent (8%) employee CalPERS contribution.

C. Tier III Employees. Tier III Employees in the Management/Confidential Group shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. It is acknowledged that the City will not pay any portion of the employee's contribution.

D. Tier IV Employees.

1. Classic ~~CalPERS~~ Members. Tier IV Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)PEPRA~~, shall pay the eight percent (8%) employee CalPERS contribution.

2. New ~~CalPERS~~ Members. Tier IV Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.7(F)PEPRA~~, shall pay the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

E. Purchase of Service Credit – Tier I & II Employees. The provisions of this Section 3.3 are applicable to Tier I Employees, Tier II Employees and Tier IV Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)PEPRA~~. Such employees may purchase CalPERS service credit for military service, service prior to membership, “airtime” or any other qualified basis, at their sole and entire expense, in accordance with Government Code Section 21024; provided, however, that all employees will be prohibited from purchasing “airtime” on or after January 1, 2013. Tier III Employees and Tier IV Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.7(F)PEPRA~~, shall have no right to the provisions of this Section 3.3.

Section 3.4 Additional Benefits – Tier I & II Employees. Except as expressly provided in this Section (see parenthetical in (A)(10)), the provisions of this Section 3.4 are applicable to Tier I Employees, Tier II Employees and Tier IV Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.7(E)PEPRA~~. Except as expressly provided in this Section (see parenthetical in (A)(10)), Tier III Employees and Tier IV Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.7(F)PEPRA~~, shall have no right to the provisions of this Section 3.4.

A. Miscellaneous Management/Confidential Group Employees.

1. Final Compensation (Section 20042). One Year - Local Member ~~(for CalPERS Classic Members only).~~

~~2. EPMC (Section 20691). Effective October 19, 2013, the City has adopted the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes.~~

~~3.~~ Additional Service Credit (Section 20903). Golden Handshake - Local Member Two Years Additional Service Credit.

~~4.~~ Layoff Period (Section 21022). Public Service - Layoff Period - Local Member.

~~5.~~ Military Service (Section 21024). Public Service - Military Service - Local Member.

~~6.~~ Survivor Allowance – 3rd Level (Section 21573). ~~1959 Survivor Allowance – Third Level.~~

~~7.~~ Survivor Allowance – 4th Level (Section 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 employee (contingent on PERS contractual requirements).

~~87. Medical Contribution – Retirees (Section 22825.6). Medical contribution for retirees.~~

~~96. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628).~~ Effective June 30, 2009, the City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628).

~~107. Death Benefit (Section 21548).~~ Pre-Retirement Option 2W Death Benefit. (Applies to all Miscellaneous employees).

~~8. Survivor Continuance Allowances (Section 21635). Post-Retirement Survivor Benefits to continue after remarriage.~~

~~9. Contract Amendments (Section 20503). Removal of contract exclusions prospectively only.~~

~~10. Pre-Retirement Death Benefits (Section 21551). Pre-Retirement death benefits to continue after remarriage of surviving spouse.~~

~~11. Prior Service (Section 20055).~~

~~12. Cost-of-Living Adjustments (Section 21329). 2% Annual Cost-of-Living Allowance Increase.~~

~~13. Death After Retirement (Section 21620). \$500 Post-Retirement death benefit.~~

Section 3.5 Additional Provisions –Tier III & IV Employees. The provisions of this Section 3.5 are applicable to Tier III Employees and Tier IV Employees who are determined to be New CalPERS Members, as defined in Section 1.7(F)PEPRA.

A. New Member Pensionable Compensation Limit. For employees subject to this Section 3.5, effective January 1, 2013 their compensation reported to CalPERS to be used in calculating retirement benefits will be capped at an amount that will be subject to annual adjustment by CalPERS in accordance with CalPERS laws, rules and regulations. Currently, that amount is One Hundred and Thirty-Six Thousand Four Hundred and Forty Dollars (\$136,440), but is subject to automatic adjustment by CalPERS.

B. New Member Final Compensation Formula. For employees subject to this Section 3.5, effective January 1, 2013 their Final Compensation will be determined using the highest three (3) year average of pensionable compensation, in accordance with CalPERS laws, rules and regulations.

ARTICLE IV
TUITION REIMBURSEMENT

Section 4.1 Tuition Reimbursement Policy. The City recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. Pursuant to City Administrative Policy 01400.012 (Tuition Reimbursement) ("Tuition Reimbursement Policy"), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion, the City has adopted a plan to provide financial reimbursement for tuition and textbooks for job related college courses. It is a plan in which the City participates with the employee in financing specific job related courses leading to an appropriate degree or certificate. Employees are to use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Article IV and the Tuition Reimbursement Policy, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse employees for the costs described in this Article IV and the Tuition Reimbursement Policy 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.

Section 4.2 Pre-Approval. Management/Confidential Group employees must apply for and receive written approval from their department director and the Human Resources Department prior to enrolling in classes at an approved accredited educational institution.

Section 4.3 Deductions – Other Funding Sources. 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.

Section 4.4 City Vehicles; Mileage. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

ARTICLE V
HOLIDAYS

Section 5.1 Holiday Schedule. The following holiday schedule shall be applicable to all Management/Confidential Group employees:

- A. January 1st, known as "New Year's Day"
- B. Third Monday in January designated as "Martin Luther King Day"
- C. Third Monday in February, known as "President' day"
- D. Last Monday in May, known as "Memorial Day"
- E. July 4th, "Independence Day"

- F. First Monday in September, known as “Labor Day”
- G. November 11th, known as "Veterans Day"
- H. Thanksgiving Day
- I. Friday immediately following Thanksgiving Day
- J. December 24th, known as “Christmas Eve”
- K. December 25th, known as “Christmas Day”
- L. December 31st, known as “New Year’s Eve”
- M. Every day appointed by 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 Annual Leave Accrual Rates for Holidays. Management/Confidential Group employees shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a “holiday” is eight (8) hours.

Section 5.3 Exempt Employees. Exempt Management/Confidential Group employees who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave.

Section 5.4 Non-Exempt Employees. Non-Exempt Management/Confidential Group employees shall be compensated at time and one-half for hours actually worked on the holidays designated in Section 5.1.

ARTICLE VI
LEAVES

Section 6.1 Annual Leave – Definition. Annual Leave is compensated absence, which replaces former vacation and sick leave plans, for those eligible employees who are absent from duty because of illness, injury, medical, or dental care appointments, or personal vacation. Special reference to Workers’ Compensation is noted in Section 6.9. Special reference to Tier I Miscellaneous Employees Annual Leave calculations is noted in Section 6.11.

Section 6.2 Annual Leave – Accrual. Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee’s account. Employees shall accrue Annual Leave based on the following:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs

6 – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

The total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Employees shall continue to accrue Annual Leave while on paid leave status.

Section 6.3 INTENTIONALLY OMITTED.

Section 6.4 Annual Leave – First Year of Employment. Probationary employees employed less than one (1) full year shall accrue probationary Annual Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the employee or the employee’s immediate family. After six (6) months, an employee may be “advanced” and use up to one (1) week of Annual Leave for vacation purposes, with the permission of his or her supervisor. Notwithstanding the above, upon completion of the probationary period and obtaining the status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

Section 6.5 Annual Leave – Cash-Out. Management/Confidential Group employees who leave City service for any reason with any number of years of service with the City shall be eligible to receive one hundred percent (100%) of their accrued but unused Annual Leave as taxable compensation. Payment shall be calculated at the employee's then current hourly base pay rate plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay, at the date of separation from City service. If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Annual Leave. Alternatively, employees separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the 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 (\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older). 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, unless such Annual Leave is otherwise used to delay the employee’s date of retirement.

Section 6.6 Annual Leave – Unpaid Leave Time. Annual leave hours are not earned during periods of unpaid leave.

Section 6.7 Annual Leave – Maximum Accumulation. As of December 31 of each year, Management/Confidential Group employees may accumulate a maximum of five hundred and eighty-four (584) hours of Annual Leave. Effective December 31, 2006, any excess Annual Leave hours in an employee’s account will no longer be lost. Instead, the monetary equivalent of

the excess hours will be 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 6.8 Annual Leave – Usage. Management/Confidential Group Employees must use at least forty (40) hours of Annual Leave during each calendar year.

Department heads are responsible for arranging Management/Confidential Group leave schedules so that adequate personnel are available to carry on necessary City work. When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.

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

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

Section 6.9 Annual Leave – Workers Compensation. An employee who is absent from duty because of a temporary disability which is alleged by the employee as industrial under the Workers' Compensation Act, but who is not granted industrial leave by the City, may use accrued but unused Annual Leave. The absence shall be charged against the employees accumulated leave credits, except as provided by Section 4850 of the Labor Code.

An employee absent from work because of a work-related injury shall receive temporary disability benefits as required by law. Employees receiving temporary disability benefits shall have the option of augmenting their disability payments by drawing down on their accrued but unused Annual Leave account, provided, however, that the combined amount received from disability payments and their Annual Leave account shall not exceed what the employee would normally receive in compensation.

Section 6.10 Annual Leave – Pay in Lieu (Buy Back). Employees 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 of pay as of the last full pay period of the Buy-Back Period. ~~Frozen Sick Leave accounts are not available for buy-back.~~ Notwithstanding anything in this Resolution to the contrary, an employee's base rate of pay shall not include any

special compensation pay including, but not limited to, Bilingual Pay (Section 7.10) and Automobile Allowance (Section 7.15).

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

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

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

~~The City will endeavor to implement, on or before July 1, 2018, a process that allows Employees to make an advance irrevocable election twice per year to buy back Annual Leave that will accrue after the election provided that the City's computer and software technology can accommodate an automated electronic method for processing Annual Leave Buy-Back Request forms, as determined by the City Manager. If the City's computer and software technology can accommodate an electronic method, this Resolution will be amended to implement the twice per year buy-back process, including, without limitation, the time for submission of Annual Leave Buy-Back Request forms and the minimum criteria that an Employee must satisfy to buy back Annual Leave.~~

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.

Section 6.11 Annual Leave – Tier I Miscellaneous Employees. Tier I miscellaneous employees Annual Leave calculation will include their base pay rate and Tier 1 Longevity Pay combined.

Section 6.12 Executive Leave. The City will provide executive leave for exempt Management/Confidential Group employees in lieu of other compensation for overtime. Effective April 1, 2016, Exempt Management/Confidential Group employees shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

~~Section 6.13 Frozen Sick Leave (Former Sick Leave Accounts) Use. These accounts are frozen and held in a separate account called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement. Frozen Sick Leave cannot be used to donate hours and is not available for buy back. Any time off based on a verified "on-the-job" injury shall be an eligible use of Frozen Sick Leave account, irrespective of the number of hours of accrued Annual Leave that the injured employee has. In the case of illness, an employee may use their Frozen Sick Leave under either of the following conditions:~~

- ~~• The employee's Annual Leave balance is reduced to eighty (80) hours or less; or~~
- ~~• The employee has written confirmation from the employee's physician and has been off "sick" for at least four (4) consecutive workdays or forty (40) hours. The employee shall be eligible to use their Frozen Sick Leave account for those days beyond this minimum amount of time that the employee misses from work, irrespective of the number of hours of accrued Annual Leave the employee has. Notwithstanding the foregoing, if the employee has used seventy five (75) hours of Annual Leave within the preceding 12 month period and has obtained written confirmation from the employee's physician of an illness, Frozen Sick Leave may also be used for the first four (4) consecutive workdays or forty (40) hours that the employee is off "sick."~~

~~Section 6.14 Frozen Sick Leave (Former Sick Leave Accounts) Cash Out. Employees who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of permanent employment with the City, will be paid three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation plus, for Tier I miscellaneous employees, the Tier I Longevity Pay in effect at the date of separation from City service. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~Management/Confidential Group employees who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation plus, for Tier I miscellaneous employees, the Tier I Longevity Pay in effect at the date of separation from City service. Under~~

~~no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~Effective December 13, 2003, Management/Confidential Group employees who leave City service for any reason with a minimum of twenty five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account. Payment shall be calculated at the employee's hourly base pay rate plus, for Tier I miscellaneous employees, the Tier I Longevity Pay, in effect at the date of separation from City service.~~

~~If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Frozen Sick Leave.~~

ARTICLE VII **COMPENSATION**

Section 7.1 Salary Table; Salaries; June 2015 One-Time Payment. The salary range for Management/Confidential Group employees shall be as provided in the City's comprehensive salary table, as such table may be amended from time to time.

~~A. 2017 Base Rate of Pay COLA. Effective the first full payroll period following November 14, 2017, the base rate of pay for all Management/Confidential Group employees shall be increased by approximately two percent (2%) by moving each employee's base pay four (4) steps up on the City's salary grid. The salary ranges for all positions in the Management/Confidential Group employees will be updated accordingly in the City's Position Library and Compensation Plan.~~

Section 7.2 INTENTIONALLY OMITTED.

Section 7.3 INTENTIONALLY OMITTED.

Section 7.4 Merit Increase Effective Date. As stated in Section 7.1, each position shall be assigned a salary range. The minimum time before which an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons. Merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of "Satisfactory" or better from his or her supervisor shall be advanced five percent (5%) each year up to the top of the position's salary range.

Section 7.5 Promoted Employees. Management/Confidential Group employees promoted to a higher position within the Management/Confidential Group shall be subject to a six-month probationary period.

Section 7.6 Overtime. Effective the first full payroll period following November 14, 2017, non-exempt employees shall be compensated 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 miscellaneous employee overtime pay rate calculation shall include the Tier 1 Longevity Pay.

Section 7.7 ~~INTENTIONALLY OMITTED~~ Overtime Exceptions. Notwithstanding Section 7.6, for purposes of calculating overtime compensation for Management/Confidential Group employees 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 April 17, 2019:

- 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.))

Section 7.8 ~~INTENTIONALLY OMITTED.~~

Section 7.9 Special Compensation – Longevity Pay.

A. All Management/Confidential Group Employees. The City shall establish a longevity pay program for Management/Confidential Group employees, with an annual payment to employees as follows: As of the 1st day of September:

Years of Service

Five (5) but fewer than ten (10):	\$1,400.00
Ten (10) but fewer than fifteen (15):	\$1,600.00
Fifteen (15) but fewer than twenty (20):	\$1,800.00
Twenty (20) or more:	\$2,000.00

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS. 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.

B. Tier 1 Management/Confidential Group Employees. In addition to the Longevity Pay provided in Section 7.9(A), 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 7.10 Special Compensation – Bilingual Pay. Effective November 14, 2017, the bilingual pay program will provide an increase of \$322.50 per month for certain employees who are able to demonstrate the ability to both understand and effectively communicate in a language

other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective and efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, an employee must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee. If an employee is approved for bilingual pay for less than a full month, the monthly amount shall be prorated accordingly.

Section 7.11 INTENTIONALLY OMITTED.

Section 7.12 INTENTIONALLY OMITTED.

Section 7.13 INTENTIONALLY OMITTED.

Section 7.14 Special Compensation – Working Out of Class. The City has established a policy whereby an employee, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7.5%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Employees whose job description duties state that they "act" in the absence of their supervisor do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the employee's supervisor and the City Manager. In such a case, the employee should be placed in the position in an "acting" capacity by memo and not be paid out of class.

Section 7.15 Special Compensation – Auto Allowance and Assigned Vehicles. The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to a Management/Confidential Group employee.

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

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

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

Section 7.16 INTENTIONALLY OMITTED.

Section 7.17 Deferred Compensation.

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

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

C. Loans. Employees may take out loans against their Deferred Compensation accounts subject to the following terms and conditions:

1. Loans shall be made pursuant to a written, enforceable loan agreement.

2. 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.

3. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.

4. 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.

5. Loans shall be made at a reasonable interest rate.

6. 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.

7. 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.

D. Retirement Healthcare Savings.

1. Tier II & III Employees. The City shall deposit into the Retirement Healthcare Savings Account of each Tier II Employee and Tier III Employee one hundred and fifty dollars (\$150.00) per quarter. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.

E. Tier IV Employees. The deferred compensation benefits described in this Section 7.17 (yearly match, quarterly contribution to deferred compensation plan, and quarterly contribution to Retirement Healthcare Savings Account) shall not apply or be provided to any Tier IV Employees, regardless of whether the employee is considered a Classic CalPERS Member, ~~as defined in Section 1.7(E)~~, or a New CalPERS Member, as defined in ~~Section 1.7(F)~~ PEPRA.

ARTICLE VIII
MISCELLANEOUS TERMS

Section 8.1 One-Time Additional Payments.

A. Timing and Amount. The City agrees to pay all Management/Confidential Group employees the following additional one-time payments, which shall not be pensionable compensation:

1. All Management/Confidential Group employees 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.

2. All Management/Confidential Group employees who are employed by the City on January 1, 2020, excluding employees who have separated from the City on or

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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.

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3. All Management/Confidential Group employees 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 8.1(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), overtime (Sections 7.6 and 7.7), Tier I Longevity Pay (Section 7.9), Bilingual Pay (Section 7.10), Working Out of Class Pay (Section 7.14), Annual Leave buy back (Section 6.10), or any other form of additional or special compensation provided in this MOU.

Section 8.2 Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 8.23 Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Corona at 400 South Vicentia, Corona, California, 92882; and shall be addressed to employees at the address the employee has provided to the City. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

Section 8.34 Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Management/Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution 2017-130 approved on December 20, 2017.

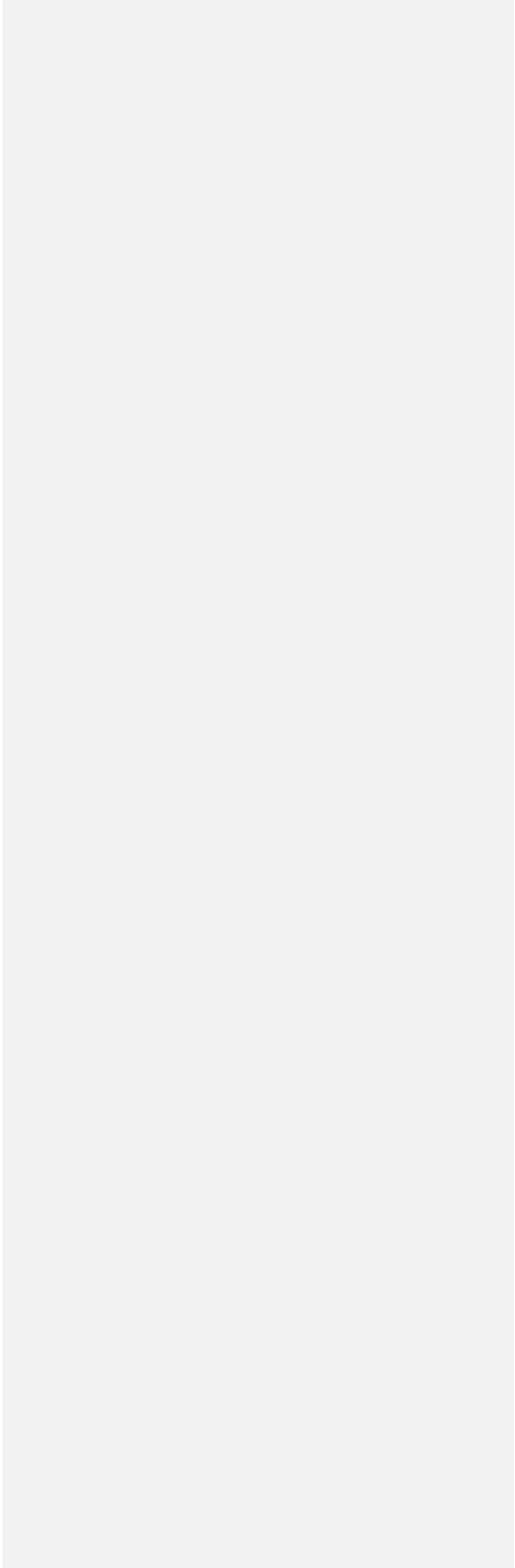
Section 8.45 Certification; Effective Date. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of June 5, 2019.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2019.

Jason Scott, Mayor
City of Corona

ATTEST:

Sylvia Edwards, City Clerk
City of Corona



CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-011 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)

RESOLUTION NO. 2019-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED MANAGEMENT/CONFIDENTIAL GROUP EMPLOYEES

WHEREAS, the Management/Confidential Group of employees was created by Resolution 2012-008 adopted by the City Council of the City of Corona (“City”) on February 15, 2012; and

WHEREAS, the City Council subsequently amended the compensation and benefits of the Management/Confidential Group employees, as provided in Resolution No. 2013-021 adopted by the City Council on March 20, 2013, Resolution No. 2013-050 adopted by the City Council on June 5, 2013, Resolution No. 2013-103 adopted by the City Council on October 16, 2013, Resolution No. 2015-020 adopted by the City Council on June 3, 2015; Resolution No. 2016-054 adopted by the City Council on June 1, 2016, Resolution No. 2017-019 adopted by the City Council on April 5, 2017, Resolution No. 2017-046 adopted by the City Council on June 21, 2017, Resolution No. 2017-099 adopted by the City Council on September 6, 2017, Resolution No. 2017-112 adopted by the City Council on November 14, 2017, and Resolution No. 2017-130 adopted by the City Council on December 20, 2017; and

WHEREAS, the City Council now desires to amend the compensation and benefits of the Management/Confidential employees as provided in this Resolution, and thereby repeal Resolution 2017-130.

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

ARTICLE I

GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS

Section 1.1 Title of Resolution. This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Management/Confidential Group Employees of the City of Corona, but also may be informally referred to as the Management/Confidential Group Employee Resolution.

Section 1.2 Term of Resolution. This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

Section 1.3 Statement of Purpose. This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Management/Confidential Group employees.

Section 1.4 Members of Management/Confidential Group. The Management/Confidential Group is made up of employees holding the following positions in a full-time capacity and that are identified in the budget as Management/Confidential:

Various Departments

Administrative Services Manager (I, II, III and IV)
Administrative Supervisor
Executive Assistant (I and II)
Office Manager

Legal and Risk Management

Risk Management Specialist
Risk Management Technician
Risk Manager
Senior Paralegal/Claims Manager

Department of Water & Power

Assistant General Manager
DWP Administrative Secretary
DWP Operations Manager
DWP Operations Analyst (I and II)

Administrative Services Department

Accounting Supervisor
Administrative Assistant
Business Systems Analyst I Flex
Finance Manager (I, II, III and IV)
Financial Analyst (I, II and III)
Human Resources Analyst
Human Resources Manager (I, II and III)
Human Resources Technician (I, II and III)
Payroll Technician (I, II and III)
Safety Coordinator
Safety Manager
Senior Human Resources Technician

Information Technology Department

Data Scientist
Deputy Chief Information Officer
Help Desk Manager
Senior Network Architect
Senior Software Architect
Web and Digital Media Manager

Management Services Department

City Clerk
City Clerk Services Technician (I, II, and III)
City Clerk Services Specialist
Community Information Specialist (I and II)
Economic Development Coordinator
Economic Development Manager/Strategic Partnerships
Management Services Assistant (I and II)
Senior Management Services Assistant
Senior Office Assistant

Police Department

Management Analyst (I and II)

Library and Recreation Services Department

Library and Recreation Services Assistant Director
Recreation Services Manager

Public Works Department

Assistant Public Works Director/City Engineer
Public Works Program Specialist

In addition, the following employee positions shall be included in the Management/Confidential Group, even before this Resolution is amended to include them: (1) any other position created by the City Council and specifically designated by the City Council to be included in the Management/Confidential Group; and (2) any reclassifications or title changes to positions listed above which are approved by the City Manager, so long as such actions do not result in any change in compensation to the affected employee(s) or a substantive change to their job description(s).

Section 1.5 Severance in Lieu of Notification During Layoffs. Each employee laid off shall be given written notice of the layoff not less than one month prior to the effective date, or shall be paid severance in the amount of one hundred and sixty (160) hours (equating to one month). Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave and/or compensatory time. 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 Annual Leave and/or compensatory time (as applicable).

Section 1.6 Management Rights; Working Hours/Days. The City and City Manager retain all management rights and have no meet and confer obligations with the Management/Confidential Group. Within management rights, the City Manager reserves the right to change the work schedule, working hours, and working days of any Management/Confidential Group employee. Such changes include requiring Management/Confidential Group employees to work 4/40 (i.e., Fridays off) or Monday through Friday. A two-week notice will be provided prior to said change(s) being made.

Section 1.7 Definitions. When the following terms are used in this Executive Group Employee Resolution, they shall have the following meanings:

A. Tier I Employees. Tier I Employees are those employees hired by the City prior to January 1, 1999.

B. Tier II Employees. Tier II Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013; and (2) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017 and determined to be Classic Members, as defined in PEPRA below.

C. Tier III Employees. Tier III Employees are those employees hired by the City on or after January 1, 2013, but prior to November 14, 2017, and determined to be New Members, as defined in PEPRA.

D. Tier IV Employees. Tier IV Employees are those employees hired by the City on or after November 14, 2017.

E. PEPRA. The California Public Employees' Pension Reform Act of 2013 (Article 4 of Chapter 21 of Division 7 of Title 1 of the California Government Code, commencing with § 7522).

ARTICLE II

MEDICAL AND OTHER INSURANCE BENEFITS

Section 2.1 Cafeteria Plan. Active employees within the Management/Confidential Group may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("Cafeteria Plan"). Such employees shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year.

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

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee's health care spending account. This default allocation shall not be subject to change.

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Employees within the Management/Confidential Group who were hired by the City prior to January 1, 1999 if and when they retire from the City. This allowance is to be used

for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:

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

Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City.

Section 2.2 Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance allowance (“Medical Allowance”) to Tier I Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Tier II Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

The Medical Allowance shall be calculated for the various groups of Tier II Employees in the manners provided for in the following paragraphs:

1. Miscellaneous. For Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013, 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 under PEMHCA (“Medical Difference”), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Management/Confidential Group 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.

2. Miscellaneous (Classic Members). For Miscellaneous employees hired on or after January 1, 2013 and determined to be Classic Members, as defined in PEPR, 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

C. Tier III Employees. The City agrees to provide a Medical Allowance to Tier III Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

D. Tier IV Employees. The City agrees to provide a Medical Allowance to Tier IV Employees regardless of whether the employee is considered a Classic Member or a New Member, as defined in PEPR, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$473.46 per month for employees electing Employee only coverage;
- \$946.92 per month for employees electing Employee plus one dependent coverage; or
- \$946.92 per month for employees 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:

- \$601.42 per month for employees electing Employee only coverage;

- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

Section 2.3 Medical Insurance Opt Out. Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable) provided for in Section 2.2 above, a Management/Confidential Group employee may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule:

Prior to January 1, 2018

- \$770.00 for Employee + 2 or more dependents
- \$592.00 for Employee + 1 dependent
- \$296.00 for Employee Only

Effective January 1, 2018

- \$1,000.00 for Employee + 2 or more dependents
- \$750.00 for Employee + 1 dependent
- \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the employee 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 employee must meet all of the following requirements:

- Provide satisfactory written proof of health insurance coverage for the employee and the employee's eligible dependents, if any;
- 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
- Sign a statement acknowledging that the employee and the employee'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 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 health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

Section 2.4 Retiree Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance premium payment (“Retiree Medical Premium Payment”) to Tier I Employees in the Management/Confidential Group who retire from the City under the CalPERS system, for the purpose of purchasing health coverage offered through PEMHCA for the retiree and his or her eligible dependents. The Retiree Medical Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS; and (2) a reimbursement to the retiree of the monthly premium for the medical insurance plan actually paid by the retiree (“Retiree Medical Reimbursement”). The Retiree Medical 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 Employees that retire on or after January 1, 2006 shall only be entitled to a Retiree Medical 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 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.

Affirm Tier 1 Lifetime Health Benefit – City agrees to work with the City Attorney 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.

B. Tier II, III & IV Employees. Tier II, Tier III, and Tier IV Employees in the Management/Confidential Group who retire from the City under the CALPERS system shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City to CalPERS in the amount equal to the Base Contribution Rate only. Such 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 such retirees for premiums paid to Social Security for health insurance through Medicare.

Section 2.5 Retiree Health Alternative – Tier I Employees. In lieu of receiving the Retiree Medical Premium Payment, a Tier I Employee in the Management/Confidential Group who retires from the City under the CalPERS system 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 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 retiree must forfeit participating in any of the health benefit plans available to retirees of the City for the plan year in which such retiree elects to receive the contribution. Such 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 retiree has never participated in a CalPERS health plan. Tier II Employees, Tier III Employees and Tier IV Employees in the Management/Confidential Group who retire from the City under the CalPERS system shall not be eligible for this alternative.

Section 2.6 Family Medical Leave Act/California Family Rights Act. The City will pay to PERS the medical insurance premiums normally paid on behalf of that Management/Confidential Group employee, for up to 12 weeks, when an employee qualifies for an unpaid leave of absence in compliance with the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Section 2.7 Medicare Contribution. The City agrees to pay the Management/Confidential Group employee’s portion of the mandatory Medicare Contribution of 1.45% for all employees.

Section 2.8 Short-Term Disability. Effective January 1, 2012, the City shall provide a short-term disability insurance plan to each Management/Confidential Group employee 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- 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 2.9 Long-Term Disability. Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Management/Confidential Group employee, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

- Benefit level shall be 66 2/3% of basic monthly earnings;
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Ability to utilize annual leave 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 2.10 Life Insurance & Accidental Death and Dismemberment.

A. Amount of Insurance. The City shall provide life and accidental death and dismemberment insurance coverage for Management/Confidential Group employees equal to five and one-half times the employee's annual base pay, to a maximum of \$750,000.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance & Accidental Death and Dismemberment policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.11 Retiree Life Insurance.

A. Amount of Insurance. The City shall provide a Life Insurance policy in the amount of \$50,000.00 to all Management/Confidential Group employees who retire from the City. This Life Insurance Policy shall remain in force until the retiree reaches the age of 70.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.12 Employee Assistance Program (EAP). The City will provide an Employee Assistance Program ("EAP") to all Management/Confidential Group 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. Note that the City may provide, in its sole discretion, an enhanced EAP for Police Department employees.

ARTICLE III
RETIREMENT – PERS

Section 3.1 Public Employees Retirement System. The City agrees to provide a retirement plan provided through the California Public Employees Retirement System ("CalPERS" or "PERS"). This plan will provide those benefits described in Sections 3.2 and 3.3.

Section 3.2 Retirement Benefit.

A. Tier I & II Employees. For Tier I Employees and Tier II Employees, the City shall provide 2.7% @ age 55.

B. Tier III Employees. For Tier III Employees, the City shall provide 2% @ age 62.

C. Tier IV Employees. The City shall provide 2.7% @ age 55 for Tier IV Employees who are determined to be Classic Members, as defined in PEPR. The City shall provide 2% @ age 62 for Tier IV Employees who are determined to be New Members, as defined in PEPR.

Section 3.3 Member Contribution Rate.

A. Tier I Employees. Effective October 19, 2013, Tier I Employees shall pay the eight percent (8%) employee CalPERS contribution.

B. Tier II Employees. Effective October 19, 2013, Tier II Employees shall pay the eight percent (8%) employee CalPERS contribution.

C. Tier III Employees. Tier III Employees in the Management/Confidential Group shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. It is acknowledged that the City will not pay any portion of the employee's contribution.

D. Tier IV Employees.

1. Classic Members. Tier IV Employees who are determined to be Classic Members, as defined in PEPR, shall pay the eight percent (8%) employee CalPERS contribution.

2. New Members. Tier IV Employees who are determined to be New Members, as defined in PEPR, shall pay the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent

(0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

E. Purchase of Service Credit – Tier I & II Employees. The provisions of this Section 3.3 are applicable to Tier I Employees, Tier II Employees and Tier IV Employees who are determined to be Classic Members, as defined in PEPR. Such employees may purchase CalPERS service credit for military service, service prior to membership, “airtime” or any other qualified basis, at their sole and entire expense, in accordance with Government Code Section 21024; provided, however, that all employees will be prohibited from purchasing “airtime” on or after January 1, 2013. Tier III Employees and Tier IV Employees who are determined to be New Members, as defined in PEPR, shall have no right to the provisions of this Section 3.3.

Section 3.4 Additional Benefits – Tier I & II Employees. Except as expressly provided in this Section (see parenthetical in (A)(10)), the provisions of this Section 3.4 are applicable to Tier I Employees, Tier II Employees and Tier IV Employees who are determined to be Classic Members, as defined in PEPR. Except as expressly provided in this Section (see parenthetical in (A)(10)), Tier III Employees and Tier IV Employees who are determined to be New Members, as defined in PEPR, shall have no right to the provisions of this Section 3.4.

A. Miscellaneous Management/Confidential Group Employees.

1. Final Compensation (Section 20042). One Year - Local Member (for CalPERS Classic Members only).

2. Additional Service Credit (Section 20903). Golden Handshake - Local Member Two Years Additional Service Credit.

3. Layoff Period (Section 21022). Public Service - Layoff Period - Local Member.

4. Military Service (Section 21024). Public Service - Military Service - Local Member.

5. Survivor Allowance – 4th Level (Section 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 employee (contingent on PERS contractual requirements).

6. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628). Effective June 30, 2009, the City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628).

7. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Miscellaneous employees).

8. Survivor Continuance Allowances (Section 21635). Post-Retirement Survivor Benefits to continue after remarriage.

9. Contract Amendments (Section 20503). Removal of contract exclusions prospectively only.

10. Pre-Retirement Death Benefits (Section 21551). Pre-Retirement death benefits to continue after remarriage of surviving spouse.

11. Prior Service (Section 20055).

12. Cost-of-Living Adjustments (Section 21329). 2% Annual Cost-of-Living Allowance Increase.

13. Death After Retirement (Section 21620). \$500 Post-Retirement death benefit.

Section 3.5 Additional Provisions –Tier III & IV Employees. The provisions of this Section 3.5 are applicable to Tier III Employees and Tier IV Employees who are determined to be New Members, as defined in PEPRA.

A. New Member Pensionable Compensation Limit. For employees subject to this Section 3.5, effective January 1, 2013 their compensation reported to CalPERS to be used in calculating retirement benefits will be capped at an amount that will be subject to annual adjustment by CalPERS in accordance with CalPERS laws, rules and regulations. Currently, that amount is One Hundred and Thirty-Six Thousand Four Hundred and Forty Dollars (\$136,440), but is subject to automatic adjustment by CalPERS.

B. New Member Final Compensation Formula. For employees subject to this Section 3.5, effective January 1, 2013 their Final Compensation will be determined using the highest three (3) year average of pensionable compensation, in accordance with CalPERS laws, rules and regulations.

ARTICLE IV

TUITION REIMBURSEMENT

Section 4.1 Tuition Reimbursement Policy. The City recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. Pursuant to City Administrative Policy 01400.012 (Tuition Reimbursement) (“Tuition Reimbursement Policy”), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion, the City has adopted a plan to provide financial reimbursement for tuition and

textbooks for job related college courses. It is a plan in which the City participates with the employee in financing specific job related courses leading to an appropriate degree or certificate. Employees are to use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Article IV and the Tuition Reimbursement Policy, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse employees for the costs described in this Article IV and the Tuition Reimbursement Policy 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.

Section 4.2 Pre-Approval. Management/Confidential Group employees must apply for and receive written approval from their department director and the Human Resources Department prior to enrolling in classes at an approved accredited educational institution.

Section 4.3 Deductions – Other Funding Sources. 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.

Section 4.4 City Vehicles; Mileage. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee’s personal vehicle for transportation to and from these courses.

ARTICLE V **HOLIDAYS**

Section 5.1 Holiday Schedule. The following holiday schedule shall be applicable to all Management/Confidential Group employees:

- A. January 1st, known as “New Year’s Day”
- B. Third Monday in January designated as "Martin Luther King Day"
- C. Third Monday in February, known as “President’ day”
- D. Last Monday in May, known as “Memorial Day”
- E. July 4th, “Independence Day”
- F. First Monday in September, known as “Labor Day”
- G. November 11th, known as "Veterans Day"
- H. Thanksgiving Day
- I. Friday immediately following Thanksgiving Day
- J. December 24th, known as “Christmas Eve”
- K. December 25th, known as “Christmas Day”
- L. December 31st, known as “New Year’s Eve”

- M. Every day appointed by 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 Annual Leave Accrual Rates for Holidays. Management/Confidential Group employees shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a “holiday” is eight (8) hours.

Section 5.3 Exempt Employees. Exempt Management/Confidential Group employees who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave.

Section 5.4 Non-Exempt Employees. Non-Exempt Management/Confidential Group employees shall be compensated at time and one-half for hours actually worked on the holidays designated in Section 5.1.

ARTICLE VI **LEAVES**

Section 6.1 Annual Leave – Definition. Annual Leave is compensated absence, which replaces former vacation and sick leave plans, for those eligible employees who are absent from duty because of illness, injury, medical, or dental care appointments, or personal vacation. Special reference to Workers’ Compensation is noted in Section 6.9. Special reference to Tier I Miscellaneous Employees Annual Leave calculations is noted in Section 6.11.

Section 6.2 Annual Leave – Accrual. Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee’s account. Employees shall accrue Annual Leave based on the following:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
6 – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

The total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Employees shall continue to accrue Annual Leave while on paid leave status.

Section 6.3 INTENTIONALLY OMITTED.

Section 6.4 Annual Leave – First Year of Employment. Probationary employees employed less than one (1) full year shall accrue probationary Annual Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the employee or the employee's immediate family. After six (6) months, an employee may be "advanced" and use up to one (1) week of Annual Leave for vacation purposes, with the permission of his or her supervisor. Notwithstanding the above, upon completion of the probationary period and obtaining the status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

Section 6.5 Annual Leave – Cash-Out. Management/Confidential Group employees who leave City service for any reason with any number of years of service with the City shall be eligible to receive one hundred percent (100%) of their accrued but unused Annual Leave as taxable compensation. Payment shall be calculated at the employee's then current hourly base pay rate plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay, at the date of separation from City service. If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Annual Leave. Alternatively, employees separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the 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 (\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older). 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, unless such Annual Leave is otherwise used to delay the employee's date of retirement.

Section 6.6 Annual Leave – Unpaid Leave Time. Annual leave hours are not earned during periods of unpaid leave.

Section 6.7 Annual Leave – Maximum Accumulation. As of December 31 of each year, Management/Confidential Group employees may accumulate a maximum of five hundred and eighty-four (584) hours of Annual Leave. Effective December 31, 2006, any excess Annual Leave hours in an employee's account will no longer be lost. Instead, the monetary equivalent of the excess hours will be 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 6.8 Annual Leave – Usage. Management/Confidential Group Employees must use at least forty (40) hours of Annual Leave during each calendar year.

Department heads are responsible for arranging Management/Confidential Group leave schedules so that adequate personnel are available to carry on necessary City work. When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.

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

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

Section 6.9 Annual Leave – Workers Compensation. An employee who is absent from duty because of a temporary disability which is alleged by the employee as industrial under the Workers' Compensation Act, but who is not granted industrial leave by the City, may use accrued but unused Annual Leave. The absence shall be charged against the employees accumulated leave credits, except as provided by Section 4850 of the Labor Code.

An employee absent from work because of a work-related injury shall receive temporary disability benefits as required by law. Employees receiving temporary disability benefits shall have the option of augmenting their disability payments by drawing down on their accrued but unused Annual Leave account, provided, however, that the combined amount received from disability payments and their Annual Leave account shall not exceed what the employee would normally receive in compensation.

Section 6.10 Annual Leave – Pay in Lieu (Buy Back). Employees 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 of pay as of the last full pay period of the Buy-Back Period. Notwithstanding anything in this Resolution to the contrary, an employee’s base rate of pay shall not include any special compensation pay including, but not limited to, Bilingual Pay (Section 7.10) and Automobile Allowance (Section 7.15).

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

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

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

Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower 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.

Section 6.11 Annual Leave – Tier I Miscellaneous Employees. Tier I miscellaneous employees Annual Leave calculation will include their base pay rate and Tier 1 Longevity Pay combined.

Section 6.12 Executive Leave. The City will provide executive leave for exempt Management/Confidential Group employees in lieu of other compensation for overtime. Effective April 1, 2016, Exempt Management/Confidential Group employees shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee’s particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

ARTICLE VII
COMPENSATION

Section 7.1 Salary Table; Salaries; June 2015 One-Time Payment. The salary range for Management/Confidential Group employees shall be as provided in the City’s comprehensive salary table, as such table may be amended from time to time.

Section 7.2 INTENTIONALLY OMITTED.

Section 7.3 INTENTIONALLY OMITTED.

Section 7.4 Merit Increase Effective Date. As stated in Section 7.1, each position shall be assigned a salary range. The minimum time before which an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons. Merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of “Satisfactory” or better from his or her supervisor shall be advanced five percent (5%) each year up to the top of the position’s salary range.

Section 7.5 Promoted Employees. Management/Confidential Group employees promoted to a higher position within the Management/Confidential Group shall be subject to a six-month probationary period.

Section 7.6 Overtime. Effective the first full payroll period following November 14, 2017, non-exempt employees shall be compensated 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 miscellaneous employee overtime pay rate calculation shall include the Tier 1 Longevity Pay.

Section 7.7 Overtime Exceptions. Notwithstanding Section 7.6, for purposes of calculating overtime compensation for Management/Confidential Group employees 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 April 17, 2019:

- 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.)

Section 7.8 INTENTIONALLY OMITTED.

Section 7.9 Special Compensation – Longevity Pay.

A. All Management/Confidential Group Employees. The City shall establish a longevity pay program for Management/Confidential Group employees, with an annual payment to employees as follows: As of the 1st day of September:

Years of Service

Five (5) but fewer than ten (10):	\$1,400.00
Ten (10) but fewer than fifteen (15):	\$1,600.00
Fifteen (15) but fewer than twenty (20):	\$1,800.00
Twenty (20) or more:	\$2,000.00

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS. 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.

B. Tier 1 Management/Confidential Group Employees. In addition to the Longevity Pay provided in Section 7.9(A), 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 7.10 Special Compensation – Bilingual Pay. Effective November 14, 2017, the bilingual pay program will provide an increase of \$322.50 per month for certain employees who are able to demonstrate the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective and efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, an employee must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee. If an employee is approved for bilingual pay for less than a full month, the monthly amount shall be prorated accordingly.

Section 7.11 INTENTIONALLY OMITTED.

Section 7.12 INTENTIONALLY OMITTED.

Section 7.13 INTENTIONALLY OMITTED.

Section 7.14 Special Compensation – Working Out of Class. The City has established a policy whereby an employee, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the

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

Section 7.15 Special Compensation – Auto Allowance and Assigned Vehicles. The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to a Management/Confidential Group employee.

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

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

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

Section 7.16 INTENTIONALLY OMITTED.

Section 7.17 Deferred Compensation.

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

B. Tier II & III Employees. The City shall deposit into the deferred compensation plan account of each Tier II Employee and Tier III Employee, at the end of each quarter, an amount equal to that deposited by the employee, not to exceed nineteen hundred

dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee. Tier II Employees and Tier III Employees shall also receive an additional payment into their deferred compensation plan account equal to one hundred and fifty dollars (\$150.00) per quarter. The employee must select one provider for this payment.

C. Loans. Employees may take out loans against their Deferred Compensation accounts subject to the following terms and conditions:

1. Loans shall be made pursuant to a written, enforceable loan agreement.

2. 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.

3. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.

4. 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.

5. Loans shall be made at a reasonable interest rate.

6. 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.

7. 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.

D. Retirement Healthcare Savings.

1. Tier II & III Employees. The City shall deposit into the Retirement Healthcare Savings Account of each Tier II Employee and Tier III Employee one hundred and fifty dollars (\$150.00) per quarter. Employees may elect either the ICMA VantageCare Plan or the Nationwide PEHP.

E. Tier IV Employees. The deferred compensation benefits described in this Section 7.17 (yearly match, quarterly contribution to deferred compensation plan, and quarterly contribution to Retirement Healthcare Savings Account) shall not apply or be provided to any Tier IV Employees, regardless of whether the employee is considered a Classic Member or a New Member, as defined in PEPR.A.

ARTICLE VIII **MISCELLANEOUS TERMS**

Section 8.1 One-Time Additional Payments.

A. Timing and Amount. The City agrees to pay all Management/Confidential Group employees the following additional one-time payments, which shall not be pensionable compensation:

1. All Management/Confidential Group employees 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.

2. All Management/Confidential Group employees 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.

3. All Management/Confidential Group employees 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 8.1(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), overtime (Sections 7.6 and 7.7), Tier I Longevity Pay (Section 7.9), Bilingual Pay (Section 7.10), Working Out of Class Pay (Section 7.14), Annual Leave buy back (Section 6.10), or any other form of additional or special compensation provided in this MOU.

Section 8.2 Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution,

or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 8.3 Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Corona at 400 South Vicentia, Corona, California, 92882; and shall be addressed to employees at the address the employee has provided to the City. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

Section 8.4 Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Management/Confidential Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution 2017-130 approved on December 20, 2017.

Section 8.5 Certification; Effective Date. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of June 5, 2019.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2019.

Jason Scott, Mayor
City of Corona

ATTEST:

Sylvia Edwards, City Clerk
City of Corona

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-011 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)

RESOLUTION NO. 2019-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED EXECUTIVE GROUP EMPLOYEES

WHEREAS, the Executive Group of employees was created by Resolution 2012-009 adopted by the City Council of the City of Corona (“City”) on February 15, 2012; and

WHEREAS, the City Council subsequently amended the compensation and benefits of the Executive Group employees, as provided in Resolution No. 2013-022 adopted by the City Council on March 20, 2013, Resolution No. 2013-051 adopted by the City Council on June 5, 2013, Resolution No. 2013-104 adopted by the City Council on October 16, 2013, Resolution No. 2015-019 adopted by the City Council on June 3, 2015, Resolution No. 2016-055 adopted by the City Council on June 1, 2016, Resolution No. 2017-047 adopted by the City Council on June 21, 2017, Resolution No. 2017-113 adopted by the City Council on November 14, 2017, and Resolution No. 2017-131 adopted by the City Council on December 20, 2017; and

WHEREAS, the City Council now desires to further amend the compensation and benefits of the Executive Group employees as provided in this Resolution, and thereby repeal Resolution 2017-131.

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

ARTICLE I
GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS

Section 1.1 Title of Resolution. This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, but also may be informally referred to as the Executive Group Employee Resolution.

Section 1.2 Term of Resolution. This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

Section 1.3 Statement of Purpose. This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Executive Group employees.

Section 1.4 Members of Executive Group. The Executive Group is made up of employees holding the following positions that are identified in the budget as Executive:

Assistant City Manager/Administrative Services Director
Assistant City Manager

Assistant City Attorney
Chief Deputy City Attorney
Chief Information Officer
Chief of Police
Community Development Director
Fire Chief
General Manager
Information Technology Director
Library and Recreation Services Director
Public Works Director

Employees shall hold their positions in a full-time capacity; provided, however, that pursuant to Resolution 2012-120, the City Manager may determine based upon budgetary or other constraints to reduce the hourly expectations for the Chief Deputy City Attorney position, to an amount no less than 80%, as long as salary and benefits are proportionately reduced as well in a similar manner. In addition, the following employee positions shall be included in the Executive Group, even before this Resolution is amended to include them: (1) any other position created by the City Council and specifically designated by the City Council to be included in the Executive Group; and (2) any reclassifications or title changes to positions listed above which are approved by the City Manager, so long as such actions do not result in any change in compensation to the affected employee(s) or a substantive change to their job description(s). The City Manager's authority with respect to Executive Group Employees provided for in this Executive Group Employee Resolution, including Sections 1.5 and 1.6 below, shall apply to all positions included in the Executive Group, even if such positions are not specifically identified in the Corona Municipal Code.

Section 1.5 At-Will Employment; Agreements. As provided for in Corona Municipal Code Sections 2.04.060(B) and 2.40.050(B), employees within the Executive Group are at-will employees, and are subject to discipline or termination with or without cause or notice, and without right of appeal or hearing. As provided for in Corona Municipal Code Sections 2.04.060(B), 2.40.050(B) and 2.40.105, the City Manager may enter into at-will employment agreements with Executive Group employees.

Section 1.6 Severance Pay. As provided for in Corona Municipal Code Section 2.40.105, as part of their at-will employment agreement, the City Manager may provide an Executive Group employee with a termination without cause severance payment. The amount of the severance payment shall be up to the unexpired term of the agreement or six (6) months, whichever is less.

Section 1.7 Management Rights; Working Hours/Days. The City and City Manager retain all management rights and have no meet and confer obligations with the Executive Group. Within management rights, the City Manager reserves the right to change the work schedule, working hours, and working days of any Executive Group employee. Such changes include requiring Executive Group employees to work 4/40 (i.e., Fridays off) or Monday through Friday. A two-week notice will be provided prior to said change(s) being made.

Section 1.8 Definitions. When the following terms are used in this Executive Group Employee Resolution, they shall have the following meanings:

A. Tier I Employees. Tier I Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired prior to January 1, 1999; (2) Police employees hired prior to January 1, 2000; and (3) Fire employees hired prior to July 1, 2000.

B. Tier II Employees. Tier II Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013 (“Tier II Miscellaneous”); (2) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(E) below~~PEPRA (“Tier II Miscellaneous Classic”); (3) Police employees hired on or after January 1, 2000, but prior to October 14, 2007 (“Tier II Police”); (4) Fire employees hired on or after July 1, 2000, but prior to January 1, 2013 (“Tier II Fire”); and (5) Fire employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(E) below~~PEPRA (“Tier II Fire Classic”).

C. Tier III Employees. Tier III Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G) below~~PEPRA (“Tier III Miscellaneous”); (2) Police employees hired on or after October 14, 2007, but prior to January 1, 2013 (“Tier III Police”); (3) Police employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F) below~~PEPRA (“Tier III Police Classic”); and (4) Fire employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G) below~~PEPRA (“Tier III Fire”).

D. Tier IV Employees. Tier IV Employees are those employees hired by the City as follows: (1) Police employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G) below~~PEPRA.

E. Tier V Employees. Tier V Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after November 14, 2017 (“Tier V Miscellaneous”); and (2) Police and Fire employees hired on or after November 14, 2017 (“Tier V Public Safety”).

F. PEPRA. The California Public Employees’ Pension Reform Act of 2013 (Article 4 of Chapter 21 of Division 7 of Title 1 of the California Government Code, commencing with § 7522). ~~Classic CalPERS Members. Classic CalPERS Members shall have the same meaning as “classic members” defined under CalPERS laws, rules and regulations. Currently, “classic members” under CalPERS is understood to consist of employees hired by the City on or after January 1, 2013 who entered into membership with a California public retirement system prior to January 1, 2013 and who do not meet the definition of a “new member” under Government Code Section 7522.04(f).~~

~~G. New CalPERS Members. New CalPERS Members shall have the same meaning as “new members” defined under CalPERS laws, rules and regulations. Currently, the term “new members” under CalPERS is understood to consist of employees hired by the City on or after January 1, 2013 and who meet any of the following: (a) have never been members of any California public retirement system prior to January 1, 2013; or (b) were members of any other California public retirement system prior to January 1, 2013, but the system was not subject to reciprocity with CalPERS; or (c) were members in CalPERS prior to January 1, 2013 through an employer other than the City, but they had a break in service in excess of six (6) months before being hired by the City.~~

ARTICLE II

MEDICAL AND OTHER INSURANCE BENEFITS

~~Section 2.1 Cafeteria Plan; Flexible Benefit Allowance for Retirees. Active employees within the Executive Group may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). Such employees shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year. The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to active employees within the Executive Group. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:~~

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

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

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee’s health care spending account. This default allocation shall not be subject to change.

~~During the first year of employment, the annual allowance for new employees shall be equal to one hundred and twenty five dollars (\$125.00) times the number of whole months during which the employee will be employed with the City during the calendar year. New employees within the Executive Group, who have been employed by the City in another unrepresented group or represented unit, shall only be eligible for the greater flexible benefit allowance (i.e., either Executive Group or the former group or unit) during that transitional year. The total aggregate amount credited for any one employee under this section during any one~~

~~calendar year shall not exceed the total allowance for the group or unit with the higher allowance during that calendar year.~~

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Employees within the Executive Group who were hired by the City prior to January 1, 1999 if and when they retire from the City. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:

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

~~shall~~

~~continue to receive this allowance if they retire from the City.~~ Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City. Eligible employees who retired prior to January 1, 2012 will continue to receive this benefit irrespective of the concessions of active employees for calendar years 2012 and 2013 addressed in Section 2.2 below. Additionally, eligible employees who retired during calendar year 2012 will receive this benefit during the 2013 calendar year and thereafter.

~~Notwithstanding the foregoing, no flexible benefit allowance shall be provided to any employees within the Executive Group hired on or after November 14, 2017, and effective January 1, 2018 no flexible benefit allowance shall be provided to any employees within the Executive Group while an employee of the City. Flexible benefit allowances provided to employees hired on or before November 13, 2017 shall continue to be honored through December 31, 2017 pursuant to the above provisions of this Section 2.1.~~

Section 2.2 Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance allowance (“Medical Allowance”) to Tier I Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Tier II Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

1. Miscellaneous; Police; Fire; Fire Classic. 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 under PEMHCA (“Medical Difference”), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Executive Group 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.

2. Miscellaneous Classic. 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

C. Tier III Employees. The City agrees to provide a Medical Allowance to Tier III Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

The Medical Allowance shall be calculated for the various groups of Tier III Employees in the manners provided for in the following paragraphs:

1. Miscellaneous; Police; Police Classic. For Tier III Miscellaneous Employees, Tier III Police Employees and Tier III Police Classic Employees, 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

2. Fire. For Tier III Fire Employees, 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:

- \$601.42 per month for employees electing Employee only coverage;

- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Medical Difference, if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Executive Group 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.

D. Tier IV Employees. The City agrees to provide a Medical Allowance to Tier IV Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

E. Tier V Employees. The City agrees to provide a Medical Allowance to Tier V Employees regardless of whether the employee is considered a Classic ~~CalPERS~~ Member, ~~as defined in Section 1.8(F)~~, or a New ~~CalPERS~~ Member, as defined in ~~Section 1.8(G)PEPRA~~, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$473.46 per month for employees electing Employee only coverage;
- \$946.92 per month for employees electing Employee plus one dependent coverage; or
- \$946.92 per month for employees electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, the Medical Allowance for Tier V 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

Section 2.3 Medical Insurance Opt Out. Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable) provided for in Section 2.2 above, an Executive Group employee may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule:

Prior to January 1, 2018

- \$770.00 for Employee + 2 or more dependents
- \$592.00 for Employee + 1 dependent
- \$296.00 for Employee Only

Effective January 1, 2018

- \$1,000.00 for Employee + 2 or more dependents
- \$750.00 for Employee + 1 dependent
- \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the employee 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 employee must meet all of the following requirements:

- Provide satisfactory written proof of health insurance coverage for the employee and the employee’s eligible dependents, if any;
- 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
- Sign a statement acknowledging that the employee and the employee’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 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 health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

Section 2.4 Retiree Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance premium payment (“Retiree Medical Premium Payment”) to Tier I Employees in the Executive Group who retire from the City under the CalPERS system, for the purpose of purchasing health coverage offered through PEMHCA for the retiree and his or her eligible dependents. The Retiree Medical Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS; and (2) a reimbursement to the retiree of the monthly premium for the medical insurance plan actually paid by the retiree (“Retiree Medical Reimbursement”). The Retiree Medical 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 Employees that retire on or after January 1, 2006 shall only be entitled to a Retiree Medical 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 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.

Affirm Tier 1 Lifetime Health Benefit – City agrees to work with the City Attorney 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.

B. Tier II, III, IV & V Employees. Tier II Employees, Tier III Employees, Tier IV Employees and Tier V Employees in the Executive Group who retire from the City under the CALPERS system shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City to CalPERS in the amount equal to the Base Contribution Rate only. Such 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 such retirees for premiums paid to Social Security for health insurance through Medicare.

Section 2.5 Retiree Health Alternative - Tier I Employees. In lieu of receiving the Retiree Medical Premium Payment, a Tier I Employee in the Executive Group who retires from the City under the CalPERS system 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 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 retiree must forfeit participating in any of the health benefit plans available to retirees of the City for the plan year in which such retiree elects to receive the contribution. Such 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 retiree has never participated in a CalPERS health plan. Tier II Employees, Tier III Employees, Tier IV Employees and Tier V Employees in the Executive Group who retire from the City under the CALPERS system shall not be eligible for this alternative.

Section 2.6 Family Medical Leave Act/California Family Rights Act. The City will pay to PERS the medical insurance premiums normally paid on behalf of that Executive Group employee, for up to 12 weeks, when an employee qualifies for an unpaid leave of absence in compliance with the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Section 2.7 Medicare Contribution. The City agrees to pay the Executive Group employee’s portion of the mandatory Medicare Contribution of 1.45% for all employees.

Section 2.8 Short-Term Disability. Effective January 1, 2012, the City shall provide a short-term disability insurance plan to each Executive Group employee 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- Ability to utilize annual leave ~~or frozen sick leave~~ to supplement disability payments.

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

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 2.9 Long-Term Disability. Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Executive Group employee, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

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

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

Section 2.10 Life Insurance & Accidental Death and Dismemberment.

A. Amount of Insurance. The City shall provide life and accidental death and dismemberment insurance coverage for Executive Group employees equal to five and one-half times the employee's annual base pay, to a maximum of \$750,000.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance & Accidental Death and Dismemberment policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.11 Retiree Life Insurance.

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

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.12 Employee Assistance Program (EAP). The City will provide an Employee Assistance Program ("EAP") to all Executive Group 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. Note that the City may provide, in its sole discretion, an enhanced EAP for Police Department employees.

ARTICLE III
RETIREMENT – PERS

Section 3.1 Public Employees Retirement System. The City agrees to provide a retirement plan provided through the California Public Employees Retirement System ("CalPERS" or "PERS"). This plan will provide those benefits described in Sections 3.2 and 3.3.

Section 3.2 Retirement Benefit.

A. Tier I & II Employees. For Tier I Employees and Tier II Employees, the City shall provide 2.7% @ age 55 for Miscellaneous employees and 3.0% @ age 50 for Police and Fire safety employees.

B. Tier III Employees. For Tier III Employees, the City shall provide the following benefits: (1) 2% @ age 62 for Tier III Miscellaneous employees; (2) 3.0% @ age 50 for Tier III Police Employees; (3) 3.0% @ age 50 for Tier III Police Classic Employees; (4) 2.7% @ age 57 for Tier III Fire Employees.

C. Tier IV Employees. The City shall provide 3.0% @ age 50 for Tier IV Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F) PEPR~~A. The City shall provide 2.7% @ age 57 for Tier IV Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPR~~A.

D. Tier V Employees.

1. Tier V Miscellaneous Employees. The City shall provide 2.7% @ age 55 for Tier V Miscellaneous Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F)PEPRA~~. The City shall provide 2% @ age 62 for Tier V Miscellaneous Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPRA~~.

2. Public Safety Employees. The City shall provide 3.0% @ age 50 for Tier V Public Safety Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F)PEPRA~~. The City shall provide 2.7% @ age 57 for Tier V Public Safety Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPRA~~.

Section 3.3 Member Contribution Rate.

A. Tier I Employees. Effective October 19, 2013, Tier I Employees shall pay the following contributions:

1. Miscellaneous. Tier I Miscellaneous employees shall pay the eight percent (8%) employee CalPERS contribution.

2. Police. Tier I Police employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire. Tier I Fire employees shall (i) continue to pay the nine percent (9%) employee CalPERS contribution; and (ii) and shall commence paying one and one-half percent (1.5%) towards the City's employer CalPERS costs.

B. Tier II Employees. Effective October 19, 2013, Tier II Employees shall pay the following percentages of the employee's portion of the CalPERS retirement contribution:

1. Miscellaneous. Tier II Miscellaneous Employees and Tier II Miscellaneous Classic Employees shall pay the eight percent (8%) employee CalPERS contribution.

2. Police. Tier II Police Employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire; Fire Classic. Tier II Fire Employees and Tier II Fire Classic Employees shall pay the following (i) the nine percent (9%) employee CalPERS contribution; and (ii) and one and one-half percent (1.5%) towards the City's employer CalPERS costs.

C. Tier III Employees. Effective October 19, 2013, Tier III Employees shall pay the following percentages of the employee's portion of the CalPERS retirement contribution:

1. Miscellaneous. Tier III Miscellaneous Employees shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. It is acknowledged that the City will not pay any portion of the employee's contribution.

2. Police. Tier III Police Employees and Tier III Police Classic Employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire. Tier III Fire Employees shall pay the following: (i) one and one-half percent (1.5%) towards the City's employer CalPERS costs; and (ii) the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

D. Tier IV Employees. Tier IV Employees shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

E. Tier V Employees. Effective November 14, 2017, Tier V Employees shall pay the following contributions:

1. Classic CalPERS-Members - Miscellaneous. Tier V Employees who are miscellaneous employees and are determined to be Classic ~~CalPERS-Members~~, as defined in Section 1.8(F)PEPRA, shall pay the eight percent (8%) employee CalPERS contribution.

2. Classic CalPERS Members – Police & Fire. Tier V Employees who are police or fire employees and are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F)PEPRA~~, shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. New CalPERS Members. Tier V Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPRA~~, shall pay the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

4. New CalPERS Members - Fire Employees. Tier V Employees who are fire employees and are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPRA~~, shall pay the following: (i) one and one-half percent (1.5%) towards the City's employer CalPERS costs; and (ii) the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

F. Reporting – Employer Paid Member Contributions. Effective December 17, 1997, the value of any City-paid employee contribution, as outlined in Sections 3.3(A), 3.3(B) and 3.3(C) above, shall be reported to CalPERS as compensation in accordance with Government Code Section 20636(c)(4). It is acknowledged that such payment shall be considered tax deferred to the time of withdrawal or retirement, but otherwise is the same as though the employee had contributed it. Employee costs resulting from changing the CalPERS retirement plan, to be unmodified by FICA and including the 1959 Survivors Benefit previously reimbursed to employees, will no longer be reimbursed. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolutions to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report the value of any EPMC as additional compensation for retirement

purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this Resolution.

G. Purchase of Service Credit – Tier I, II & Some III Employees. The provisions of this Section 3.3 are applicable to Tier I Employees and Tier II Employees, as well as Tier III Employees and Tier V Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F)PEPRA~~. Such employees may purchase CalPERS service credit for military service, service prior to membership, “airtime” or any other qualified basis, at their sole and entire expense, in accordance with Government Code Section 21024; provided, however, that all employees will be prohibited from purchasing “airtime” on or after January 1, 2013. Tier III Employees and Tier V Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G) abovePEPRA~~, as well as Tier IV Employees, shall have no right to the provisions of this Section 3.3.

Section 3.4 Additional Benefits – Tier I, II & Some III Employees. Except as expressly provided in this Section (see parentheticals in (A)(10), (B)(4) and (C)(8), the provisions of this Section 3.4 are applicable to Tier I Employees and Tier II Employees, as well as Tier III Employees and Tier V Employees who are determined to be Classic ~~CalPERS~~ Members, as defined in ~~Section 1.8(F) abovePEPRA~~. Except as expressly provided in this Section (see parentheticals in (A)(10), (B)(4) and (C)(8), Tier III Employees and Tier V Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G) abovePEPRA~~, as well as Tier IV Employees, shall have no right to the provisions of this Section 3.4.

A. Miscellaneous Executive Group Employees.

1. Final Compensation (Section 20042). One Year - Local Member.

~~2. EPMC (Section 20691). Effective October 19, 2013, the City has adopted the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes.~~

~~32. Additional Service Credit (Section 20903). Golden Handshake - Local Member Two Years Additional Service Credit.~~

~~43. Layoff Period (Section 21022). Public Service - Layoff Period - Local Member.~~

~~54. Military Service (Section 21024). Public Service - Military Service - Local Member.~~

~~6. Survivor Allowance – 3rd Level (Section 21573). 1959 Survivor Allowance – Third Level.~~

75. Survivor Allowance – 4th Level (Section 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 employee (contingent on PERS contractual requirements).

~~8. Medical Contribution – Retirees (Section 22825.6). Medical contribution for retirees.~~

96. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628). Effective June 30, 2009, the City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628).

107. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Miscellaneous employees).

8. Survivor Continuance Allowances (Section 21635). Post-Retirement Survivor Benefits to continue after remarriage.

9. Contract Amendments (Section 20503). Removal of contract exclusions prospectively only.

10. Pre-Retirement Death Benefits (Section 21551). Pre-Retirement death benefits to continue after remarriage of surviving spouse.

11. Prior Service (Section 20055).

12. Cost-of-Living Adjustments (Section 21329). 2% Annual Cost-of-Living Allowance Increase.

13. Death After Retirement (Section 21620). \$500 Post-Retirement death benefit.

B. Police Executive Group Employees (Except Tier IV Employees).

1. Final Compensation (Section 20042). One Year - Local Member (Determined by "Highest Single Year of Service").

2. EPMC (Section 20636 (c)(4)). Effective October 19, 2013, the City has adopted the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes.

3. Benefit Formula (Section 21362). 3% at Age 50 Benefit Formula - Patrol of Local Safety Member.

4. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Police employees)

5. Survivor Allowance – 3rd Level (Section 21573). 1959 Survivor Allowance - Third Level.

6. Medical Contribution – Retirees (Section 22892). Employer Medical Contribution for Retirees).

7. Post-Retirement Survivor Benefits (Sections 21624, 21626, 21626.5 & 21628). Post-Retirement Survivor Allowance - Specified State or Local Members.

C. Fire Executive Group Employees (Except Tier III Fire Employees).

1. Survivor Allowance – 3rd Level (Section 21573). Third level of 1959 Survivor’s Benefit.

2. Survivor Allowance – 4th Level (Section 21574). Effective September 1, 2007, the City will authorize an increase of the PERS 1959 Survivor Benefit from Level Three to Level Four with the difference in costs to be paid by the employee.

3. Final Compensation (Section 20042). Final compensation determined by “Highest Single Year of Service”.

4. Medical Contribution – Retirees (Section 22892). Employer Medical Contribution for Retirees.

5. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628). Post-Retirement Survivor allowance.

6. Military Service (Section 21024). Military Service Credit as Public Service. Any and all associated costs are borne by the employee electing to purchase the service credit.

7. Local Fire Fighter (Section 20434). “Local Fire Fighter” – Various Including Emergency Medical Services. “Local Fire Fighter” shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code § 20434.

8. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Fire employees)

D. Police & Fire Executive Group Employees.

1. Employee Sharing Cost of Additional Benefits (Section 20516). Permits the City to share the cost of retirement benefits with employees. The increased member contributions will be credited to each member's account as normal contributions. (Amendment in process as of 10-16-13.)

Section 3.5 Additional Provisions – Some Tier III and All Tier IV Employees. The provisions of this Section 3.5 are applicable to Tier III Miscellaneous Employees and Tier III Fire Employees, Tier IV Employees and Tier V Employees who are determined to be New ~~CalPERS~~ Members, as defined in ~~Section 1.8(G)PEPRA~~.

A. New Member Pensionable Compensation Limit. For employees subject to this Section 3.5, effective January 1, 2013 their compensation reported to CalPERS to be used in calculating retirement benefits will be capped at an amount that will be subject to annual adjustment by CalPERS in accordance with CalPERS laws, rules and regulations. Currently, that amount is One Hundred and Thirty-Six Thousand Four Hundred and Forty Dollars (\$136,440), but is subject to automatic adjustment by CalPERS.

B. New Member Final Compensation Formula. For employees subject to this Section 3.5, effective January 1, 2013 their Final Compensation will be determined using the highest three (3) year average of pensionable compensation, in accordance with CalPERS laws, rules and regulations.

ARTICLE IV **TUITION REIMBURSEMENT**

Section 4.1 Tuition Reimbursement Policy. The City recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. Pursuant to City Administrative Policy 100.15 (Tuition Reimbursement) (“Tuition Reimbursement Policy”), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion, the City has adopted a plan to provide financial reimbursement for tuition and textbooks for job related college courses. It is a plan in which the City participates with the employee in financing specific job related courses leading to an appropriate degree or certificate. Employees are to use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Article IV and the Tuition Reimbursement Policy, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse employees for the costs described in this Article IV and the Tuition Reimbursement Policy 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.

Section 4.2 Pre-Approval. Executive Group employees must apply for and receive written approval from the City Manager and the Human Resources Department prior to enrolling in classes at an approved accredited educational institution.

Section 4.3 Deductions – Other Funding Sources. 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.

Section 4.4 City Vehicles; Mileage. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

ARTICLE V **HOLIDAYS**

Section 5.1 Holiday Schedule. The following holiday schedule shall be applicable to all Executive Group employees:

- A. January 1st, known as "New Year's Day"
- B. Third Monday in January designated as "Martin Luther King Day"
- C. Third Monday in February, known as "President' day"
- D. Last Monday in May, known as "Memorial Day"
- E. July 4th, "Independence Day"
- F. First Monday in September, known as "Labor Day"
- G. November 11th, known as "Veterans Day"
- H. Thanksgiving Day
- I. Friday immediately following Thanksgiving Day
- J. December 24th, known as "Christmas Eve"
- K. December 25th, known as "Christmas Day"
- L. December 31st, known as "New Year's Eve"
- M. Every day appointed by 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 Annual Leave Accrual Rates for Holidays. Executive Group employees shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a "holiday" is eight (8) hours.

Section 5.3 Exempt Employees. Exempt Executive Group employees who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave.

Section 5.4 Non-Exempt Employees. Non-Exempt Executive Group employees shall be compensated at time and one-half for hours actually worked on the holidays designated in Section 5.1.

ARTICLE VI
LEAVES

Section 6.1 Annual Leave - Definition. Annual Leave is compensated absence, which replaces former vacation and sick leave plans, for those eligible employees who are absent from duty because of illness, injury, medical, or dental care appointments, or personal vacation. Special reference to Workers’ Compensation is noted in Section 6.8. Special reference to Tier I Miscellaneous Employees Annual Leave calculations is noted in Section 6.11.

Section 6.2 Annual Leave – Accrual. Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee’s account. Employees shall accrue Annual Leave based on the following:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
6 – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

The total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Employees shall continue to accrue Annual Leave while on paid leave status.

Section 6.3 Annual Leave – First Year of Employment. Probationary employees employed less than one (1) full year shall accrue probationary Annual Sick Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the employee or the employee’s immediate family. After six (6) months, an employee may be “advanced” and use up to one (1) week of Annual Leave for vacation purposes, with the permission of the City Manager. Notwithstanding the above, upon completion of the probationary period and obtaining the status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

Section 6.4 Annual Leave – Cash-Out. Executive Group employees who leave City service for any reason with any number of years of service with the City shall be eligible to receive one hundred percent (100%) of their accrued but unused Annual Leave in taxable compensation. Payment shall be calculated at the employee's then current hourly base pay rate plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay, at the date of separation from City service. If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Annual Leave. Alternatively, employees separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual

Leave remaining at separation to the 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 (\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older). 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, unless such Annual Leave is otherwise used to delay the employee's date of retirement.

Section 6.5 Annual Leave – Unpaid Leave Time. Annual leave hours are not earned during periods of unpaid leave.

Section 6.6 Annual Leave – Maximum Accumulation. As of December 31 of each year, an employee shall have the following maximum amounts of Annual Leave: (1) miscellaneous and police employees: five hundred and eighty-four (584) hours; (2) Fire employees: seven hundred and thirty (730) hours. Effective December 31, 2006, any excess Annual Leave hours in an employee's account will no longer be lost. Instead, the monetary equivalent of the excess hours will be 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 6.7 Annual Leave – Usage. Employees must use at least forty (40) hours of Annual Leave during each calendar year.

The City Manager is responsible for arranging Executive Group leave schedules so that adequate personnel are available to carry on necessary City work. When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.

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

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

Section 6.8 Annual Leave – Workers Compensation. An employee who is absent from duty because of a temporary disability which is alleged by the employee as industrial under the Workers' Compensation Act, but who is not granted industrial leave by the City, may use

accrued but unused Annual Leave. The absence shall be charged against the employees accumulated leave credits, except as provided by Section 4850 of the Labor Code.

An employee absent from work because of a work-related injury shall receive temporary disability benefits as required by law. Employees receiving temporary disability benefits shall have the option of augmenting their disability payments by drawing down on their accrued but unused Annual Leave account, provided, however, that the combined amount received from disability payments and their Annual Leave account shall not exceed what the employee would normally receive in compensation.

Section 6.9 Annual Leave – Pay in Lieu (Buy Back). Employees 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 of pay as of the last full pay period of the Buy-Back Period. ~~Frozen Sick Leave accounts are not available for buy back.~~ Notwithstanding anything in this Resolution to the contrary, an employee’s base rate of pay shall not include any special compensation pay including, but not limited to, Bilingual Pay (Section 7.8) and Automobile Allowance (Section 7.15).

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

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

If a 40-hour employee is out on extended Military Leave, the City will buy back up to one hundred and sixty (160) hours without the usual requirement that the employee have used Annual Leave hours during the Buy-Back Period.

~~The City will endeavor to implement, on or before July 1, 2018, a process that allows Employees to make an advance irrevocable election twice per year to buy back Annual Leave that will accrue after the election provided that the City’s computer and software technology can accommodate an automated electronic method for processing Annual Leave Buy Back Request forms, as determined by the City Manager. If the City’s computer and software technology can accommodate an electronic method, this Resolution will be amended to implement the twice per year buy back process, including, without limitation, the time for submission of Annual Leave Buy Back Request forms and the minimum criteria that an Employee must satisfy to buy back Annual Leave.~~

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.

Section 6.10 Annual Leave – New City Employees. Pursuant to Corona Municipal Code Section 2.40.105, when entering into a new at-will employment agreement with a person who is not a current City employee, the City Manager has authority to negotiate the following increase in Annual Leave benefits: (1) allow leave accrual at a rate one tier above that which the employee's years of City service would otherwise allow under Section 6.2 above; and (2) allow a "bank" of leave time not exceeding one hundred and sixty (160) hours which the person receives upon beginning employment with the City.

Section 6.11 Annual Leave – Tier I Miscellaneous Employees. Tier I miscellaneous employees Annual Leave calculation will include their base pay rate and Tier 1 Longevity Pay combined.

Section 6.12 Executive Leave. The City will provide executive leave for exempt Executive Group employees in lieu of other compensation for overtime. Effective April 1, 2016, Exempt Executive Group employees shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

~~Section 6.13 Frozen Sick Leave (Former Sick Leave Accounts) Use. These accounts are frozen and held in a separate account called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement. Frozen Sick Leave cannot be used to donate hours and is not available for buy back. Any time off based on a verified "on-the-job" injury shall be an eligible use of Frozen Sick Leave account, irrespective of the number of hours of accrued Annual Leave that the injured employee has. In the case of illness, an employee may use their Frozen Sick Leave under either of the following conditions:~~

~~• The employee's Annual Leave balance is reduced to 80 hours or less; or~~

~~• The employee has a written confirmation from the employee's physician and has been off "sick" for at least four (4) consecutive workdays or forty (40) hours. The employee shall be eligible to use their Frozen Sick Leave account for those days beyond the fourth (4th) consecutive work day (or 40 hours) the employee misses from work, irrespective of the number of hours of accrued Annual Leave the employee has. If the employee has used a total of seventy-five (75) hours of Annual Leave within the preceding 12 month period and has obtained written confirmation from the employee's physician of an illness, Frozen Sick Leave may also be used for the first four (4) days.~~

~~Section 6.14 Frozen Sick Leave (Former Sick Leave Accounts) Cash Out. Employees who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of permanent employment with the City, will be paid three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay in effect at the date of separation from City service. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~Executive Group employees who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay in effect at the date of separation from City service. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.~~

~~Effective December 13, 2003, Executive Group employees who leave City service for any reason with a minimum of twenty five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay in effect at the date of separation from City service.~~

~~If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Frozen Sick Leave.~~

ARTICLE VII **COMPENSATION**

Section 7.1 Salary Table; Salaries. The salary range for Executive Group employees shall be as provided in the City's comprehensive salary table, as such table may be amended from time to time. The specific base salary to be paid to individual Executive Group employees shall be provided in an at-will employment agreement executed between the City Manager and employee, which amount shall be within the approved range for their position.

~~A. 2017 Base Rate of Pay COLA. Effective the first full payroll period following November 14, 2017, the base rate of pay for all Executive Group employees shall be increased by approximately two percent (2%) by moving each employee's base pay four (4) steps up on the City's salary grid. The salary ranges for all positions in the Executive Group employees will be updated accordingly in the City's Position Library and Compensation Plan.~~

Section 7.2 INTENTIONALLY OMITTED.

Section 7.3 Merit Increase Effective Date. As stated in Section 7.1, each position shall be assigned a salary range. The minimum time before which an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons. Merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of "Satisfactory" or better from the City Manager shall be advanced five percent (5%) each year up to the top of the position's salary range.

Section 7.4 Promoted Employees. Executive Group employees promoted to a higher position within the Executive Group shall be subject to a six-month probationary period.

Section 7.5 Special Compensation - Police Marksmanship Proficiency. The City will pay the Police Chief one hundred and five dollars (\$105.00) per quarter, supplemental pay, for meeting the marksmanship proficiency standards established by the Police Department. A list will be provided to Human Resources each quarter listing those police department employees failing to meet the standards required to receive this benefit. Employees must have worked at least one day during the quarter during which the marksmanship proficiency pay is to be issued (or annual leave or workers' compensation status) in order to receive the benefit. If an employee, due to an accepted industrial injury, is unable to participate in the marksmanship proficiency testing, an extension of up to four (4) quarters, to include the first quarter in which an officer is unable to test, will be granted. Once an extension has been approved, the employee will continue to receive the marksmanship proficiency pay until such time they are returned to duty and are able to test, or the four (4) quarter extension has been exhausted. Once the four (4) quarter extension is exhausted, the employee will be required to test only if medically able, or will not be eligible to receive the supplemental pay. Employees who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a prorated payment.

Section 7.6 Special Compensation - Police P.O.S.T. Certification Pay. ~~The City will provide an increase of five percent (5%) of base pay for the Police Chief if he or she obtains a management level P.O.S.T. certificate. Effective July 2007/January 1, 2018, the City will also provide an increase of three percent (3%) of base pay for the Police Chief five hundred twenty-three dollars and fifty-eight cents (\$523.58) per month if he or she obtains a supervisory level P.O.S.T. certificate and five percent (5%) of base pay eight hundred seventy-two dollars and sixty-seven cents (\$872.67) per month if he or she obtains ~~for~~ a management level P.O.S.T. certificate. Effective July 1, 2016, the City will also provide an increase of five percent (5%) of base pay for Police Chief Michael Abel if he obtains an executive level P.O.S.T. certificate. On~~

~~and after January 1, 2018, the percentage increases set forth in this Section 7.6 shall not apply and the P.O.S.T. Certification Pay shall be converted to a flat monthly amount.~~

Section 7.7 Special Compensation – Longevity Pay.

A. All Executive Group Employees. The City shall establish a longevity pay program for Executive Group employees with an annual payment to employees as follows:

As of the 1st day of September:

Years of Service

Five (5) but fewer than ten (10):	\$1,400.00
Ten (10) but fewer than fifteen (15):	\$1,600.00
Fifteen (15) but fewer than twenty (20):	\$1,800.00
Twenty (20) or more:	\$2,000.00

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS.

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.

B. Tier 1 Executive Group Employees. In addition to the Longevity Pay provided in Section 7.7(A), 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 7.8 Special Compensation – Bilingual Pay. Effective November 14, 2017, the bilingual pay program will provide an increase of \$322.50 per month for certain employees who are able to demonstrate the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective or efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, an employee must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee. If an employee is approved for bilingual pay for less than a full month, the monthly amount shall be prorated accordingly.

Section 7.9 Special Compensation – Public Safety Uniform Allowance; Safety Vest.

A. The City shall provide a quarterly Uniform Allowance of five hundred and fifty dollars (\$550.00) for the Fire Chief.

B. The City shall provide a quarterly Uniform Allowance of eight hundred and sixty dollars (\$860.00) for the Police Chief.

C. The City will reimburse the Police Chief for the cost of a ballistic safety vest up to \$1,150.00 every five (5) years. When due a vest replacement, the Police Chief will be notified by the Personnel and Training division that he/she is due for replacement. The Police Chief will be given the option of being given a voucher or being reimbursed by receipt for a replacement vest which meets department protection standards. The department will maintain a list of manufacturers providing the appropriate level vest in the established price range. Any upgrade beyond the approved amount will be the financial responsibility of the Police Chief.

Section 7.10 Special Compensation – Working Out of Class. The City has established a policy whereby an employee, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7½%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Employees whose job description duties state that they “act” in the absence of their supervisor do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the City Manager. In such a case, the employee should be placed in the position in an “acting” capacity by memo and not be paid out of class.

Section 7.11 Special Compensation – Auto Allowance and Assigned Vehicles. The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to an Executive Group employee. If the City Manager elects to provide either one, he or she shall include an appropriate provision in the at-will employment agreement executed between the City Manager and employee.

A. Auto Allowance. In no event shall an auto allowance exceed four hundred eighty dollars (\$480) per month.

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

C. Mileage Reimbursement. If the City Manager chooses not to provide an auto allowance or assigned vehicle to an employee, the employee may submit reimbursement requests for mileage used in a personal vehicle for official City business. The reimbursement

rate shall be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same shall be in accordance with City policy.

Section 7.12 INTENTIONALLY OMITTED.

Section 7.13 Deferred Compensation.

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

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

C. Loans. Employees may take out loans against their Deferred Compensation accounts subject to the following terms and conditions:

1. Loans shall be made pursuant to a written, enforceable loan agreement.

2. 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.

3. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.

4. 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.

5. Loans shall be made at a reasonable interest rate.

6. 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.

7. 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.

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

F. Tier V Employees. The deferred compensation benefits described in this Section 7.17 (yearly match, quarterly contribution to deferred compensation plan, and quarterly contribution to Retirement Healthcare Savings Account) shall not apply or be provided to any Tier V Employees regardless of whether the employee is considered a Classic ~~CalPERS~~ Member, ~~as defined in Section 1.8(F),~~ or a New ~~CalPERS~~ Member, as defined in ~~Section 1.8(G)~~ PEPRA.

ARTICLE VIII **MISCELLANEOUS TERMS**

Section 8.1 One-Time Additional Payments.

A. Timing and Amount. The City agrees to pay all Executive Group employees the following additional one-time payments, which shall not be pensionable compensation:

1. All Executive Group employees 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.

2. All Executive Group employees 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.

3. All Executive Group employees 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 8.1(A) above shall not be included in an employee’s base rate of pay for purposes of calculating Holiday pay (Article V), Special Compensation (Sections 7.5 and 7.6), Tier I Longevity Pay (Section 7.7), Bilingual Pay (Section 7.8), Working Out of Class Pay (Section 7.10), Annual Leave buy back (Section 6.9), or any other form of additional or special compensation provided in this MOU.

8.2 Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 8.23 Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Corona at 400 South Vicentia, Corona, California, 92882; and shall be addressed to employees at the address the employee has provided to the City. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

Section 8.34 Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Executive Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution 2017-131 approved on December 20, 2017.

Section 8.45 Certification; Effective Date. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of June 5, 2019.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2019.

Jason Scott, Mayor
City of Corona

ATTEST:

Sylvia Edwards, City Clerk
City of Corona

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-012 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)

RESOLUTION NO. 2019-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA GOVERNING COMPENSATION AND BENEFITS OF NON-REPRESENTED EXECUTIVE GROUP EMPLOYEES

WHEREAS, the Executive Group of employees was created by Resolution 2012-009 adopted by the City Council of the City of Corona (“City”) on February 15, 2012; and

WHEREAS, the City Council subsequently amended the compensation and benefits of the Executive Group employees, as provided in Resolution No. 2013-022 adopted by the City Council on March 20, 2013, Resolution No. 2013-051 adopted by the City Council on June 5, 2013, Resolution No. 2013-104 adopted by the City Council on October 16, 2013, Resolution No. 2015-019 adopted by the City Council on June 3, 2015, Resolution No. 2016-055 adopted by the City Council on June 1, 2016, Resolution No. 2017-047 adopted by the City Council on June 21, 2017, Resolution No. 2017-113 adopted by the City Council on November 14, 2017, and Resolution No. 2017-131 adopted by the City Council on December 20, 2017; and

WHEREAS, the City Council now desires to further amend the compensation and benefits of the Executive Group employees as provided in this Resolution, and thereby repeal Resolution 2017-131.

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

ARTICLE I
GENERAL PROVISIONS; EMPLOYER-EMPLOYEE RELATIONS

Section 1.1 Title of Resolution. This Resolution shall be known as the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, but also may be informally referred to as the Executive Group Employee Resolution.

Section 1.2 Term of Resolution. This Resolution shall remain in full force and effect until modified or terminated by action of the City Council.

Section 1.3 Statement of Purpose. This Resolution is adopted to provide a comprehensive listing of compensation and benefits to be provided to Executive Group employees.

Section 1.4 Members of Executive Group. The Executive Group is made up of employees holding the following positions that are identified in the budget as Executive:

Assistant City Manager/Administrative Services Director
Assistant City Manager
Assistant City Attorney

Chief Deputy City Attorney
Chief Information Officer
Chief of Police
Community Development Director
Fire Chief
General Manager
Library and Recreation Services Director
Public Works Director

Employees shall hold their positions in a full-time capacity; provided, however, that pursuant to Resolution 2012-120, the City Manager may determine based upon budgetary or other constraints to reduce the hourly expectations for the Chief Deputy City Attorney position, to an amount no less than 80%, as long as salary and benefits are proportionately reduced as well in a similar manner. In addition, the following employee positions shall be included in the Executive Group, even before this Resolution is amended to include them: (1) any other position created by the City Council and specifically designated by the City Council to be included in the Executive Group; and (2) any reclassifications or title changes to positions listed above which are approved by the City Manager, so long as such actions do not result in any change in compensation to the affected employee(s) or a substantive change to their job description(s). The City Manager's authority with respect to Executive Group Employees provided for in this Executive Group Employee Resolution, including Sections 1.5 and 1.6 below, shall apply to all positions included in the Executive Group, even if such positions are not specifically identified in the Corona Municipal Code.

Section 1.5 At-Will Employment; Agreements. As provided for in Corona Municipal Code Sections 2.04.060(B) and 2.40.050(B), employees within the Executive Group are at-will employees, and are subject to discipline or termination with or without cause or notice, and without right of appeal or hearing. As provided for in Corona Municipal Code Sections 2.04.060(B), 2.40.050(B) and 2.40.105, the City Manager may enter into at-will employment agreements with Executive Group employees.

Section 1.6 Severance Pay. As provided for in Corona Municipal Code Section 2.40.105, as part of their at-will employment agreement, the City Manager may provide an Executive Group employee with a termination without cause severance payment. The amount of the severance payment shall be up to the unexpired term of the agreement or six (6) months, whichever is less.

Section 1.7 Management Rights; Working Hours/Days. The City and City Manager retain all management rights and have no meet and confer obligations with the Executive Group. Within management rights, the City Manager reserves the right to change the work schedule, working hours, and working days of any Executive Group employee. Such changes include requiring Executive Group employees to work 4/40 (i.e., Fridays off) or Monday through Friday. A two-week notice will be provided prior to said change(s) being made.

Section 1.8 Definitions. When the following terms are used in this Executive Group Employee Resolution, they shall have the following meanings:

A. Tier I Employees. Tier I Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired prior to January 1, 1999; (2) Police employees hired prior to January 1, 2000; and (3) Fire employees hired prior to July 1, 2000.

B. Tier II Employees. Tier II Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 1999, but prior to January 1, 2013 (“Tier II Miscellaneous”); (2) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic Members, as defined in PEPRA (“Tier II Miscellaneous Classic”); (3) Police employees hired on or after January 1, 2000, but prior to October 14, 2007 (“Tier II Police”); (4) Fire employees hired on or after July 1, 2000, but prior to January 1, 2013 (“Tier II Fire”); and (5) Fire employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic Members, as defined in PEPRA (“Tier II Fire Classic”).

C. Tier III Employees. Tier III Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New Members, as defined in PEPRA (“Tier III Miscellaneous”); (2) Police employees hired on or after October 14, 2007, but prior to January 1, 2013 (“Tier III Police”); (3) Police employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be Classic Members, as defined in PEPRA (“Tier III Police Classic”); and (4) Fire employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New Members, as defined in PEPRA (“Tier III Fire”).

D. Tier IV Employees. Tier IV Employees are those employees hired by the City as follows: (1) Police employees hired on or after January 1, 2013, but prior to November 14, 2017, and determined to be New Members, as defined in PEPRA.

E. Tier V Employees. Tier V Employees are those employees hired by the City as follows: (1) Miscellaneous employees hired on or after November 14, 2017 (“Tier V Miscellaneous”); and (2) Police and Fire employees hired on or after November 14, 2017 (“Tier V Public Safety”).

F. PEPRA. The California Public Employees’ Pension Reform Act of 2013 (Article 4 of Chapter 21 of Division 7 of Title 1 of the California Government Code, commencing with § 7522).

ARTICLE II

MEDICAL AND OTHER INSURANCE BENEFITS

Section 2.1 Cafeteria Plan. Active employees within the Executive Group may purchase nontaxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). Such employees shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year.

Upon the conclusion of the open enrollment period, the employee’s election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts

after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee's health care spending account. This default allocation shall not be subject to change.

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Employees within the Executive Group who were hired by the City prior to January 1, 1999 if and when they retire from the City. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the Cafeteria Plan. Benefits available under the Cafeteria Plan are as follows:

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

Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City.

Section 2.2 Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance allowance ("Medical Allowance") to Tier I Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Tier II Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

1. Miscellaneous; Police; Fire; Fire Classic. 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 under PEMHCA (“Medical Difference”), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Executive Group 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.

2. Miscellaneous Classic. 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

C. Tier III Employees. The City agrees to provide a Medical Allowance to Tier III Employees in the Executive Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee and his or her eligible dependents.

The Medical Allowance shall be calculated for the various groups of Tier III Employees in the manners provided for in the following paragraphs:

1. Miscellaneous; Police; Police Classic. For Tier III Miscellaneous Employees, Tier III Police Employees and Tier III Police Classic Employees, 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

2. Fire. For Tier III Fire Employees, 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:

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

The Medical Allowance will be made available through the Cafeteria Plan. If an employee 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 Medical Difference, if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

- \$350 per month for employees entitled to and electing Employee only coverage;
- \$700 per month for employees entitled to and electing Employee plus one dependent coverage; and
- \$950 per month for employees entitled to and electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any employees in the Executive Group 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.

D. Tier IV Employees. The City agrees to provide a Medical Allowance to Tier IV Employees in the Management/Confidential Group, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

E. Tier V Employees. The City agrees to provide a Medical Allowance to Tier V Employees regardless of whether the employee is considered a Classic Member or a New Member, as defined in PEPR, to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the employee 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:

- \$473.46 per month for employees electing Employee only coverage;
- \$946.92 per month for employees electing Employee plus one dependent coverage; or
- \$946.92 per month for employees electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, the Medical Allowance for Tier V 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:

- \$601.42 per month for employees electing Employee only coverage;
- \$1,202.83 per month for employees electing Employee plus one dependent coverage; or
- \$1,563.67 per month for employees 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 an employee 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.

Section 2.3 Medical Insurance Opt Out. Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable) provided for in Section 2.2 above, an Executive Group employee may elect to receive a monthly allocation to the Cafeteria Plan according to the following schedule:

Prior to January 1, 2018

- \$770.00 for Employee + 2 or more dependents
- \$592.00 for Employee + 1 dependent
- \$296.00 for Employee Only

Effective January 1, 2018

- \$1,000.00 for Employee + 2 or more dependents
- \$750.00 for Employee + 1 dependent
- \$450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the employee 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 employee must meet all of the following requirements:

- Provide satisfactory written proof of health insurance coverage for the employee and the employee’s eligible dependents, if any;
- 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
- Sign a statement acknowledging that the employee and the employee’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 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 health insurance plan, employee only coverage, as determined by the City. This default allocation shall not be subject to change.

Section 2.4 Retiree Medical Insurance.

A. Tier I Employees. The City agrees to provide a monthly medical insurance premium payment (“Retiree Medical Premium Payment”) to Tier I Employees in the Executive Group who retire from the City under the CalPERS system, for the purpose of purchasing health coverage offered through PEMHCA for the retiree and his or her eligible dependents. The Retiree Medical Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS; and (2) a reimbursement to the retiree of the monthly premium for the medical insurance plan actually paid by the retiree (“Retiree Medical Reimbursement”). The Retiree Medical 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 Employees that retire on or after January 1, 2006 shall only be entitled to a Retiree Medical 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 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.

Affirm Tier 1 Lifetime Health Benefit – City agrees to work with the City Attorney 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.

B. Tier II, III, IV & V Employees. Tier II Employees, Tier III Employees, Tier IV Employees and Tier V Employees in the Executive Group who retire from the City under the CALPERS system shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City to CalPERS in the amount equal to the Base Contribution Rate only. Such 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 such retirees for premiums paid to Social Security for health insurance through Medicare.

Section 2.5 Retiree Health Alternative - Tier I Employees. In lieu of receiving the Retiree Medical Premium Payment, a Tier I Employee in the Executive Group who retires from the City under the CalPERS system 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 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 retiree must forfeit participating in any of the health benefit plans available to retirees of the City for the plan year in which such retiree elects to receive the contribution. Such 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 retiree has never participated in a CalPERS health plan. Tier II Employees, Tier III Employees, Tier IV Employees and Tier V Employees in the Executive Group who retire from the City under the CALPERS system shall not be eligible for this alternative.

Section 2.6 Family Medical Leave Act/California Family Rights Act. The City will pay to PERS the medical insurance premiums normally paid on behalf of that Executive Group employee, for up to 12 weeks, when an employee qualifies for an unpaid leave of absence in compliance with the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA).

Section 2.7 Medicare Contribution. The City agrees to pay the Executive Group employee’s portion of the mandatory Medicare Contribution of 1.45% for all employees.

Section 2.8 Short-Term Disability. Effective January 1, 2012, the City shall provide a short-term disability insurance plan to each Executive Group employee 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 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- 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 2.9 Long-Term Disability. Effective January 1, 2012, the City shall provide a long-term disability insurance plan to each Executive Group employee, who for reasons of their own medical disability commences a medical leave of absence. This insurance plan shall contain of the following provisions:

- Benefit level shall be 66 2/3% of basic monthly earnings;
- Monthly maximum benefit of \$10,000.00
- Elimination Period (Waiting period): 90 days
- Ability to utilize annual leave 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 2.10 Life Insurance & Accidental Death and Dismemberment.

A. Amount of Insurance. The City shall provide life and accidental death and dismemberment insurance coverage for Executive Group employees equal to five and one-half times the employee's annual base pay, to a maximum of \$750,000.

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance & Accidental Death and Dismemberment policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.11 Retiree Life Insurance.

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

B. Discretionary Authority. In making any benefits determination under the City's Life Insurance policy, the carrier shall have the discretionary authority both to determine eligibility for benefits and to construe the terms of the policy.

Section 2.12 Employee Assistance Program (EAP). The City will provide an Employee Assistance Program ("EAP") to all Executive Group 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. Note that the City may provide, in its sole discretion, an enhanced EAP for Police Department employees.

ARTICLE III **RETIREMENT – PERS**

Section 3.1 Public Employees Retirement System. The City agrees to provide a retirement plan provided through the California Public Employees Retirement System (“CalPERS” or “PERS”). This plan will provide those benefits described in Sections 3.2 and 3.3.

Section 3.2 Retirement Benefit.

A. Tier I & II Employees. For Tier I Employees and Tier II Employees, the City shall provide 2.7% @ age 55 for Miscellaneous employees and 3.0% @ age 50 for Police and Fire safety employees.

B. Tier III Employees. For Tier III Employees, the City shall provide the following benefits: (1) 2% @ age 62 for Tier III Miscellaneous employees; (2) 3.0% @ age 50 for Tier III Police Employees; (3) 3.0% @ age 50 for Tier III Police Classic Employees; (4) 2.7% @ age 57 for Tier III Fire Employees.

C. Tier IV Employees. The City shall provide 3.0% @ age 50 for Tier IV Employees who are determined to be Classic Members, as defined in PEPPRA. The City shall provide 2.7% @ age 57 for Tier IV Employees who are determined to be New Members, as defined in PEPPRA.

D. Tier V Employees.

1. Tier V Miscellaneous Employees. The City shall provide 2.7% @ age 55 for Tier V Miscellaneous Employees who are determined to be Classic Members, as defined in PEPPRA. The City shall provide 2% @ age 62 for Tier V Miscellaneous Employees who are determined to be New Members, as defined in PEPPRA.

2. Public Safety Employees. The City shall provide 3.0% @ age 50 for Tier V Public Safety Employees who are determined to be Classic Members, as defined in PEPPRA. The City shall provide 2.7% @ age 57 for Tier V Public Safety Employees who are determined to be New Members, as defined in PEPPRA.

Section 3.3 Member Contribution Rate.

A. Tier I Employees. Effective October 19, 2013, Tier I Employees shall pay the following contributions:

1. Miscellaneous. Tier I Miscellaneous employees shall pay the eight percent (8%) employee CalPERS contribution.

2. Police. Tier I Police employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire. Tier I Fire employees shall (i) continue to pay the nine percent (9%) employee CalPERS contribution; and (ii) and shall commence paying one and one-half percent (1.5%) towards the City's employer CalPERS costs.

B. Tier II Employees. Effective October 19, 2013, Tier II Employees shall pay the following percentages of the employee's portion of the CalPERS retirement contribution:

1. Miscellaneous. Tier II Miscellaneous Employees and Tier II Miscellaneous Classic Employees shall pay the eight percent (8%) employee CalPERS contribution.

2. Police. Tier II Police Employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire; Fire Classic. Tier II Fire Employees and Tier II Fire Classic Employees shall pay the following (i) the nine percent (9%) employee CalPERS contribution; and (ii) and one and one-half percent (1.5%) towards the City's employer CalPERS costs.

C. Tier III Employees. Effective October 19, 2013, Tier III Employees shall pay the following percentages of the employee's portion of the CalPERS retirement contribution:

1. Miscellaneous. Tier III Miscellaneous Employees shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. It is acknowledged that the City will not pay any portion of the employee's contribution.

2. Police. Tier III Police Employees and Tier III Police Classic Employees shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. Fire. Tier III Fire Employees shall pay the following: (i) one and one-half percent (1.5%) towards the City's employer CalPERS costs; and (ii) the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the

normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

D. Tier IV Employees. Tier IV Employees shall pay a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

E. Tier V Employees. Effective November 14, 2017, Tier V Employees shall pay the following contributions:

1. Classic Members - Miscellaneous. Tier V Employees who are miscellaneous employees and are determined to be Classic Members, as defined in PEPRA, shall pay the eight percent (8%) employee CalPERS contribution.

2. Classic Members – Police & Fire. Tier V Employees who are police or fire employees and are determined to be Classic Members, as defined in PEPRA, shall pay the following: (i) the nine percent (9%) employee CalPERS contribution; and (ii) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

3. New Members. Tier V Employees who are determined to be New Members, as defined in PEPRA, shall pay the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

4. New Members - Fire Employees. Tier V Employees who are fire employees and are determined to be New Members, as defined in PEPR, shall pay the following: (i) one and one-half percent (1.5%) towards the City's employer CalPERS costs; and (ii) the following percentages of the employee's portion of the CalPERS retirement contribution: a portion of the normal cost rate for their CalPERS defined benefit retirement plan. 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: (a) fifty (50%) percent of the total normal cost rate attributable to their defined benefit plan, rounded to the nearest quarter of one percent (0.25%); or (b) the current contribution rate of similarly situated City employees. The City will inform new members of the actual mandatory employee contribution when CalPERS informs the City of the rate. Such payments shall be reported as normal contributions and shall be credited to employee accounts. It is acknowledged that the City will not pay any portion of the employee's contribution.

F. Reporting – Employer Paid Member Contributions. Effective December 17, 1997, the value of any City-paid employee contribution, as outlined in Sections 3.3(A), 3.3(B) and 3.3(C) above, shall be reported to CalPERS as compensation in accordance with Government Code Section 20636(c)(4). It is acknowledged that such payment shall be considered tax deferred to the time of withdrawal or retirement, but otherwise is the same as though the employee had contributed it. Employee costs resulting from changing the CalPERS retirement plan, to be unmodified by FICA and including the 1959 Survivors Benefit previously reimbursed to employees, will no longer be reimbursed. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolutions to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report the value of any EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this Resolution.

G. Purchase of Service Credit – Tier I, II & Some III Employees. The provisions of this Section 3.3 are applicable to Tier I Employees and Tier II Employees, as well as Tier III Employees and Tier V Employees who are determined to be Classic Members, as defined in PEPR. Such employees may purchase CalPERS service credit for military service, service prior to membership, "airtime" or any other qualified basis, at their sole and entire expense, in accordance with Government Code Section 21024; provided, however, that all employees will be prohibited from purchasing "airtime" on or after January 1, 2013. Tier III Employees and Tier V Employees who are determined to be New Members, as defined in PEPR, as well as Tier IV Employees, shall have no right to the provisions of this Section 3.3.

Section 3.4 Additional Benefits – Tier I, II & Some III Employees. Except as expressly provided in this Section (see parentheticals in (A)(10), (B)(4) and (C)(8), the provisions of this Section 3.4 are applicable to Tier I Employees and Tier II Employees, as well as Tier III Employees and Tier V Employees who are determined to be Classic Members, as defined in PEPR. Except as expressly provided in this Section (see parentheticals in (A)(10), (B)(4) and (C)(8), Tier III Employees and Tier V Employees who are determined to be New Members, as defined in PEPR, as well as Tier IV Employees, shall have no right to the provisions of this Section 3.4.

A. Miscellaneous Executive Group Employees.

1. Final Compensation (Section 20042). One Year - Local Member.
2. Additional Service Credit (Section 20903). Golden Handshake - Local Member Two Years Additional Service Credit.
3. Layoff Period (Section 21022). Public Service - Layoff Period - Local Member.
4. Military Service (Section 21024). Public Service - Military Service - Local Member.
5. Survivor Allowance – 4th Level (Section 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 employee (contingent on PERS contractual requirements).
6. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628). Effective June 30, 2009, the City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628).
7. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Miscellaneous employees).
8. Survivor Continuance Allowances (Section 21635). Post-Retirement Survivor Benefits to continue after remarriage.
9. Contract Amendments (Section 20503). Removal of contract exclusions prospectively only.
10. Pre-Retirement Death Benefits (Section 21551). Pre-Retirement death benefits to continue after remarriage of surviving spouse.
11. Prior Service (Section 20055).
12. Cost-of-Living Adjustments (Section 21329). 2% Annual Cost-of-Living Allowance Increase.
13. Death After Retirement (Section 21620). \$500 Post-Retirement death benefit.

B. Police Executive Group Employees (Except Tier IV Employees).

1. Final Compensation (Section 20042). One Year - Local Member (Determined by "Highest Single Year of Service").

2. EPMC (Section 20636 (c)(4)). Effective October 19, 2013, the City has adopted the appropriate CalPERS resolution to remove employer paid member contributions (EPMC), and thus the City will no longer pay any EPMC and will no longer report EPMC as additional compensation for retirement purposes.

3. Benefit Formula (Section 21362). 3% at Age 50 Benefit Formula - Patrol of Local Safety Member.

4. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Police employees)

5. Survivor Allowance – 3rd Level (Section 21573). 1959 Survivor Allowance - Third Level.

6. Medical Contribution – Retirees (Section 22892). Employer Medical Contribution for Retirees).

7. Post-Retirement Survivor Benefits (Sections 21624, 21626, 21626.5 & 21628). Post-Retirement Survivor Allowance - Specified State or Local Members.

C. Fire Executive Group Employees (Except Tier III Fire Employees).

1. Survivor Allowance – 3rd Level (Section 21573). Third level of 1959 Survivor's Benefit.

2. Survivor Allowance – 4th Level (Section 21574). Effective September 1, 2007, the City will authorize an increase of the PERS 1959 Survivor Benefit from Level Three to Level Four with the difference in costs to be paid by the employee.

3. Final Compensation (Section 20042). Final compensation determined by “Highest Single Year of Service”.

4. Medical Contribution – Retirees (Section 22892). Employer Medical Contribution for Retirees.

5. Post-Retirement Survivor Benefits (Sections 21624, 21626 & 21628). Post-Retirement Survivor allowance.

6. Military Service (Section 21024). Military Service Credit as Public Service. Any and all associated costs are borne by the employee electing to purchase the service credit.

7. Local Fire Fighter (Section 20434). “Local Fire Fighter” – Various Including Emergency Medical Services. “Local Fire Fighter” shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training,

hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code § 20434.

8. Death Benefit (Section 21548). Pre-Retirement Option 2W Death Benefit. (Applies to all Fire employees)

D. Police & Fire Executive Group Employees.

1. Employee Sharing Cost of Additional Benefits (Section 20516). Permits the City to share the cost of retirement benefits with employees. The increased member contributions will be credited to each member's account as normal contributions. (Amendment in process as of 10-16-13.)

Section 3.5 Additional Provisions – Some Tier III and All Tier IV Employees. The provisions of this Section 3.5 are applicable to Tier III Miscellaneous Employees and Tier III Fire Employees, Tier IV Employees and Tier V Employees who are determined to be New Members, as defined in PEPR.A.

A. New Member Pensionable Compensation Limit. For employees subject to this Section 3.5, effective January 1, 2013 their compensation reported to CalPERS to be used in calculating retirement benefits will be capped at an amount that will be subject to annual adjustment by CalPERS in accordance with CalPERS laws, rules and regulations. Currently, that amount is One Hundred and Thirty-Six Thousand Four Hundred and Forty Dollars (\$136,440), but is subject to automatic adjustment by CalPERS.

B. New Member Final Compensation Formula. For employees subject to this Section 3.5, effective January 1, 2013 their Final Compensation will be determined using the highest three (3) year average of pensionable compensation, in accordance with CalPERS laws, rules and regulations.

ARTICLE IV **TUITION REIMBURSEMENT**

Section 4.1 Tuition Reimbursement Policy. The City recognizes the value of an educated workforce and encourages employees to pursue the goal of higher education. Pursuant to City Administrative Policy 100.15 (Tuition Reimbursement) (“Tuition Reimbursement Policy”), which is subject to City Council budgetary discretion and which the City may amend in its sole discretion, the City has adopted a plan to provide financial reimbursement for tuition and textbooks for job related college courses. It is a plan in which the City participates with the employee in financing specific job related courses leading to an appropriate degree or certificate. Employees are to use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Article IV and the Tuition Reimbursement Policy, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse employees for the costs described in this Article IV and the

Tuition Reimbursement Policy 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.

Section 4.2 Pre-Approval. Executive Group employees must apply for and receive written approval from the City Manager and the Human Resources Department prior to enrolling in classes at an approved accredited educational institution.

Section 4.3 Deductions – Other Funding Sources. 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.

Section 4.4 City Vehicles; Mileage. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee’s personal vehicle for transportation to and from these courses.

ARTICLE V **HOLIDAYS**

Section 5.1 Holiday Schedule. The following holiday schedule shall be applicable to all Executive Group employees:

- A. January 1st, known as “New Year’s Day”
- B. Third Monday in January designated as "Martin Luther King Day"
- C. Third Monday in February, known as “President’ day”
- D. Last Monday in May, known as “Memorial Day”
- E. July 4th, “Independence Day”
- F. First Monday in September, known as “Labor Day”
- G. November 11th, known as "Veterans Day"
- H. Thanksgiving Day
- I. Friday immediately following Thanksgiving Day
- J. December 24th, known as “Christmas Eve”
- K. December 25th, known as “Christmas Day”
- L. December 31st, known as “New Year’s Eve”
- M. Every day appointed by 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 Annual Leave Accrual Rates for Holidays. Executive Group employees shall observe the holiday or shall accrue eight (8) hours of Annual Leave if the holiday falls on a regularly scheduled non-work day. For pay and accrual purposes, a “holiday” is eight (8) hours.

Section 5.3 Exempt Employees. Exempt Executive Group employees who work on holidays are compensated for the holiday and accrue eight (8) hours of Annual Leave.

Section 5.4 Non-Exempt Employees. Non-Exempt Executive Group employees shall be compensated at time and one-half for hours actually worked on the holidays designated in Section 5.1.

ARTICLE VI **LEAVES**

Section 6.1 Annual Leave - Definition. Annual Leave is compensated absence, which replaces former vacation and sick leave plans, for those eligible employees who are absent from duty because of illness, injury, medical, or dental care appointments, or personal vacation. Special reference to Workers’ Compensation is noted in Section 6.8. Special reference to Tier I Miscellaneous Employees Annual Leave calculations is noted in Section 6.11.

Section 6.2 Annual Leave – Accrual. Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee’s account. Employees shall accrue Annual Leave based on the following:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>	<u>Annual Accrual</u>
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
6 – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

The total Annual Leave granted may not exceed the amount posted to an employee's account as of the last day worked preceding leave. Employees shall continue to accrue Annual Leave while on paid leave status.

Section 6.3 Annual Leave – First Year of Employment. Probationary employees employed less than one (1) full year shall accrue probationary Annual Sick Leave, at one-half the rate of Annual Leave accrual for a 1-5 year full time regular employee. Such accrued time may be used only for illness or medical reasons for the employee or the employee’s immediate family. After six (6) months, an employee may be “advanced” and use up to one (1) week of Annual Leave for vacation purposes, with the permission of the City Manager. Notwithstanding the above, upon completion of the probationary period and obtaining the status of a full-time regular employee, an employee shall have credited to his/her Annual Leave account all unused accrued hours at the 1-5 year employee rate.

Section 6.4 Annual Leave – Cash-Out. Executive Group employees who leave City service for any reason with any number of years of service with the City shall be eligible to receive one hundred percent (100%) of their accrued but unused Annual Leave in taxable compensation. Payment shall be calculated at the employee's then current hourly base pay rate plus, for Tier I miscellaneous employees, the Tier 1 Longevity Pay, at the date of separation from City service. If retiring, an employee has the option of a cash payment or delay of date of retirement as the method of receiving unused Annual Leave. Alternatively, employees separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the 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 (\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older). 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, unless such Annual Leave is otherwise used to delay the employee's date of retirement.

Section 6.5 Annual Leave – Unpaid Leave Time. Annual leave hours are not earned during periods of unpaid leave.

Section 6.6 Annual Leave – Maximum Accumulation. As of December 31 of each year, an employee shall have the following maximum amounts of Annual Leave: (1) miscellaneous and police employees: five hundred and eighty-four (584) hours; (2) Fire employees: seven hundred and thirty (730) hours. Effective December 31, 2006, any excess Annual Leave hours in an employee's account will no longer be lost. Instead, the monetary equivalent of the excess hours will be 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 6.7 Annual Leave – Usage. Employees must use at least forty (40) hours of Annual Leave during each calendar year.

The City Manager is responsible for arranging Executive Group leave schedules so that adequate personnel are available to carry on necessary City work. When practicable, employees should be permitted to schedule Annual Leave at times most acceptable to the employee. In large departments the choice of vacation times should be arranged according to seniority or some other equitable method.

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

Medical examination by the City's examining physician may be requested by the City Manager, with the approval of the Human Resources Director, after prolonged, serious, or repetitious illness, injury, or major surgery. An employee's return to duty following illness or

injury is subject to the approval of the Human Resources Director, based upon medical information supplied by the employee's physician and/or the City's examining physician, according to FMLA rules.

Section 6.8 Annual Leave – Workers Compensation. An employee who is absent from duty because of a temporary disability which is alleged by the employee as industrial under the Workers' Compensation Act, but who is not granted industrial leave by the City, may use accrued but unused Annual Leave. The absence shall be charged against the employees accumulated leave credits, except as provided by Section 4850 of the Labor Code.

An employee absent from work because of a work-related injury shall receive temporary disability benefits as required by law. Employees receiving temporary disability benefits shall have the option of augmenting their disability payments by drawing down on their accrued but unused Annual Leave account, provided, however, that the combined amount received from disability payments and their Annual Leave account shall not exceed what the employee would normally receive in compensation.

Section 6.9 Annual Leave – Pay in Lieu (Buy Back). Employees 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 of pay as of the last full pay period of the Buy-Back Period. Notwithstanding anything in this Resolution to the contrary, an employee’s base rate of pay shall not include any special compensation pay including, but not limited to, Bilingual Pay (Section 7.8) and Automobile Allowance (Section 7.15).

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

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

If a 40-hour employee is out on extended Military Leave, the City will buy back up to one hundred and sixty (160) hours without the usual requirement that the employee have used Annual Leave hours during the Buy-Back Period.

Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his

or her election automatically adjusted and will receive the corresponding lower 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.

Section 6.10 Annual Leave – New City Employees. Pursuant to Corona Municipal Code Section 2.40.105, when entering into a new at-will employment agreement with a person who is not a current City employee, the City Manager has authority to negotiate the following increase in Annual Leave benefits: (1) allow leave accrual at a rate one tier above that which the employee's years of City service would otherwise allow under Section 6.2 above; and (2) allow a "bank" of leave time not exceeding one hundred and sixty (160) hours which the person receives upon beginning employment with the City.

Section 6.11 Annual Leave – Tier I Miscellaneous Employees. Tier I miscellaneous employees Annual Leave calculation will include their base pay rate and Tier 1 Longevity Pay combined.

Section 6.12 Executive Leave. The City will provide executive leave for exempt Executive Group employees in lieu of other compensation for overtime. Effective April 1, 2016, Exempt Executive Group employees shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

ARTICLE VII **COMPENSATION**

Section 7.1 Salary Table; Salaries. The salary range for Executive Group employees shall be as provided in the City's comprehensive salary table, as such table may be amended from time to time. The specific base salary to be paid to individual Executive Group employees shall be provided in an at-will employment agreement executed between the City Manager and employee, which amount shall be within the approved range for their position.

Section 7.2 INTENTIONALLY OMITTED.

Section 7.3 Merit Increase Effective Date. As stated in Section 7.1, each position shall be assigned a salary range. The minimum time before which an employee may advance within the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons. Merit increases based upon annual performance evaluations shall be implemented based upon the employee's anniversary date. An employee who receives an overall performance rating of "Satisfactory" or better from the City Manager shall be advanced five percent (5%) each year up to the top of the position's salary range.

Section 7.4 Promoted Employees. Executive Group employees promoted to a higher position within the Executive Group shall be subject to a six-month probationary period.

Section 7.5 Special Compensation - Police Marksmanship Proficiency. The City will pay the Police Chief one hundred and five dollars (\$105.00) per quarter, supplemental pay, for meeting the marksmanship proficiency standards established by the Police Department. A list will be provided to Human Resources each quarter listing those police department employees failing to meet the standards required to receive this benefit. Employees must have worked at least one day during the quarter during which the marksmanship proficiency pay is to be issued (or annual leave or workers' compensation status) in order to receive the benefit. If an employee, due to an accepted industrial injury, is unable to participate in the marksmanship proficiency testing, an extension of up to four (4) quarters, to include the first quarter in which an officer is unable to test, will be granted. Once an extension has been approved, the employee will continue to receive the marksmanship proficiency pay until such time they are returned to duty and are able to test, or the four (4) quarter extension has been exhausted. Once the four (4) quarter extension is exhausted, the employee will be required to test only if medically able, or will not be eligible to receive the supplemental pay. Employees who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a prorated payment.

Section 7.6 Special Compensation - Police P.O.S.T. Certification Pay. Effective January 1, 2018, the City will pay the Police Chief five hundred twenty-three dollars and fifty-eight cents (\$523.58) per month if he or she obtains a supervisory level P.O.S.T. certificate and eight hundred seventy-two dollars and sixty-seven cents (\$872.67) per month if he or she obtains a management level P.O.S.T certificate.

Section 7.7 Special Compensation – Longevity Pay.

A. All Executive Group Employees. The City shall establish a longevity pay program for Executive Group employees with an annual payment to employees as follows:

As of the 1st day of September:

Years of Service

Five (5) but fewer than ten (10):	\$1,400.00
Ten (10) but fewer than fifteen (15):	\$1,600.00
Fifteen (15) but fewer than twenty (20):	\$1,800.00
Twenty (20) or more:	\$2,000.00

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS.

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.

B. Tier 1 Executive Group Employees. In addition to the Longevity Pay provided in Section 7.7(A), 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 7.8 Special Compensation – Bilingual Pay. Effective November 14, 2017, the bilingual pay program will provide an increase of \$322.50 per month for certain employees who are able to demonstrate the ability to both understand and effectively communicate in a language other than English that the City Manager has determined is necessary for the effective or efficient operation of the City. For a given language, the number of employees necessary for the effective or efficient operation of the City and thus eligible to receive bilingual pay will be determined by the City Manager or his or her designee. To be considered eligible for bilingual pay, an employee must be certified by the Administrative Services Director after successfully passing an oral conversational and a written test established by the City Manager or his or her designee. If an employee is approved for bilingual pay for less than a full month, the monthly amount shall be prorated accordingly.

Section 7.9 Special Compensation – Public Safety Uniform Allowance; Safety Vest.

A. The City shall provide a quarterly Uniform Allowance of five hundred and fifty dollars (\$550.00) for the Fire Chief.

B. The City shall provide a quarterly Uniform Allowance of eight hundred and sixty dollars (\$860.00) for the Police Chief.

C. The City will reimburse the Police Chief for the cost of a ballistic safety vest up to \$1,150.00 every five (5) years. When due a vest replacement, the Police Chief will be notified by the Personnel and Training division that he/she is due for replacement. The Police Chief will be given the option of being given a voucher or being reimbursed by receipt for a replacement vest which meets department protection standards. The department will maintain a list of manufacturers providing the appropriate level vest in the established price range. Any upgrade beyond the approved amount will be the financial responsibility of the Police Chief.

Section 7.10 Special Compensation – Working Out of Class. The City has established a policy whereby an employee, when assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7½%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position

being worked. Employees whose job description duties state that they “act” in the absence of their supervisor do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the City Manager. In such a case, the employee should be placed in the position in an “acting” capacity by memo and not be paid out of class.

Section 7.11 Special Compensation – Auto Allowance and Assigned Vehicles. The City Manager shall have the authority, but not the obligation, in his or her sole discretion, to provide an auto allowance or City-assigned vehicle to an Executive Group employee. If the City Manager elects to provide either one, he or she shall include an appropriate provision in the at-will employment agreement executed between the City Manager and employee.

A. Auto Allowance. In no event shall an auto allowance exceed four hundred eighty dollars (\$480) per month.

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

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

Section 7.12 INTENTIONALLY OMITTED.

Section 7.13 Deferred Compensation.

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

B. Tier II, III & IV Employees. The City shall deposit into the deferred compensation plan account of each Tier II Employee, Tier III Employee and Tier IV Employee, at the end of each quarter, an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee. Tier II Employees, Tier III Employees and Tier IV Employees shall also receive an additional payment into their deferred compensation plan account equal to one

hundred and fifty dollars (\$150.00) per quarter. The employee must select one provider for this payment.

C. Loans. Employees may take out loans against their Deferred Compensation accounts subject to the following terms and conditions:

1. Loans shall be made pursuant to a written, enforceable loan agreement.

2. 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.

3. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.

4. 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.

5. Loans shall be made at a reasonable interest rate.

6. 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.

7. 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.

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

F. Tier V Employees. The deferred compensation benefits described in this Section 7.17 (yearly match, quarterly contribution to deferred compensation plan, and quarterly contribution to Retirement Healthcare Savings Account) shall not apply or be provided to any Tier V Employees regardless of whether the employee is considered a Classic Member or a New Member, as defined in PEPR.

ARTICLE VIII
MISCELLANEOUS TERMS

Section 8.1 One-Time Additional Payments.

A. Timing and Amount. The City agrees to pay all Executive Group employees the following additional one-time payments, which shall not be pensionable compensation:

1. All Executive Group employees 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.

2. All Executive Group employees 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.

3. All Executive Group employees 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 8.1(A) above shall not be included in an employee's base rate of pay for purposes of calculating Holiday pay (Article V), Special Compensation (Sections 7.5 and 7.6), Tier I Longevity Pay (Section 7.7), Bilingual Pay (Section 7.8), Working Out of Class Pay (Section 7.10), Annual Leave buy back (Section 6.9), or any other form of additional or special compensation provided in this MOU.

Section 8.2 Severability. If any provision of this Resolution, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Resolution, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section 8.3 Notices. Any notices to be given under this Resolution shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid. Mailed notices shall be addressed to the City of Corona at 400 South Vicentia, Corona, California, 92882; and shall be addressed to employees at the address the employee has provided to the City. Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date the notice is postmarked.

Section 8.4 Repeal of Prior Actions. By adoption of this Resolution, all prior resolutions or approved compensation and benefit documents for the employees in this Executive Group shall be deemed repealed to the extent inconsistent with this Resolution, including Resolution 2017-131 approved on December 20, 2017.

Section 8.5 Certification; Effective Date. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of June 5, 2019.

PASSED, APPROVED, AND ADOPTED this 5th day of June 2019.

Jason Scott, Mayor
City of Corona

ATTEST:

Sylvia Edwards, City Clerk
City of Corona

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-012 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)

CITY OF CORONA
FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR)

1. PARTIES AND DATE.

This Fifth Amendment to the Employment Agreement for Non-Represented Employee (“Fifth Amendment”) is made and entered into this 5th day of June 2019 by and between the CITY OF CORONA (“City”) and DEAN DERLETH (“Employee”). City and Employee may sometimes individually be referred to as “Party” and collectively as “Parties” throughout this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Employee entered into that certain Employment Agreement for Non-Represented Employee dated on or about December 19, 2012, whereby City agreed to employ Employee and Employee agreed to accept employment as City Attorney (“Original Agreement”).

2.2 First Amendment. City and Employee entered into that certain First Amendment to Employment Agreement for Non-Represented Employee dated on or about June 5, 2012, to extend some voluntary reductions in benefits, to account for Employee paying his eight percent (8%) PERS contribution, to account for an approximate corresponding increase in base pay, and to make other changes related to certain statutory provisions and certain clean-up and clarifying revisions, including a change in the form used for terminations without cause (“First Amendment”).

2.3 Second Amendment. City and Employee entered into that certain Second Amendment to Employment Agreement for Non-Represented Employee dated on or about June 3, 2015, to incorporate a new provision for executive leave by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2015-019 on June 3, 2015, to provide a one-time payment which is being provided to all CGEA, CSA, Executive Group and Management/Confidential Group employees, and to clarify Employee’s voluntary reduction in deferred compensation benefits (“Second Amendment”).

2.4 Third Amendment. City and Employee entered into that certain Third Amendment to Employment Agreement for Non-Represented Employee dated on or about

December 16, 2015, to update the title for Employee's position to "City Attorney/Legal & Risk Management Director" effective July 1, 2015 ("Third Amendment").

2.5 Fourth Amendment. City and Employee entered into that certain Fourth Amendment to Employment Agreement for Non-Represented Employee dated on or about November 14, 2017, to update certain benefits and reduce certain benefits and other provisions by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2017-131 on December 20, 2017, to extend Employee's voluntary waiver of a January 1, 2017 increase in annual leave accrual authorized under the Agreement and in the future utilize the annual leave accrual schedule authorized by the Executive Group Employee Resolution, and to increase Employee's July 1, 2016 voluntary twenty percent (20%) reduction in deferred compensation match by eliminating the \$1,000 per month deferred compensation match authorized under the Agreement and in the future utilize the deferred compensation match amount authorized by the Executive Group Employee Resolution ("Fourth Amendment"). The Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment may be collectively referred to herein as the "Agreement".

2.6 Fifth Amendment. City and Employee desire to amend the Agreement for the fifth time to provide additional one-time payments which are being provided to all Corona Supervisors Association, Executive Group and Management/Confidential Group employees, by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2019-012 on June 5, 2019.

3. TERMS.

3.1 Leave & Other Benefits. Section 3.4.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.4.1 Leave & Other Benefits. Except as provided for herein, City shall provide Employee all of the existing benefit package established for the Non-Represented Executive Group Employees of the City of Corona, as approved by Resolution No. ~~2017-131~~2019-012 on ~~December 20, 2017~~June 5, 2019. The existing benefit package includes, but is not limited to, the flexible benefit allowance, medical insurance (Tier II Employee), medical insurance opt-out, retiree medical insurance (Tier II Employee), Family Medical Leave Act/California Family Rights Act, medicare contribution, short-term disability, long-term disability, life insurance and accidental death and dismemberment insurance, retiree life insurance, employee assistance program (EAP), retirement (Tier II Employee; Miscellaneous), tuition reimbursement, holidays, annual leave (accrual at 9.84 per pay period through 2028; 11.84 thereafter; new employee bank of 160 hours), executive leave, special compensation (when qualified);

additional one-time payments provided in Section 8.1(A) of Resolution No. 2019-012, and deferred compensation, including retirement healthcare savings (Tier II Employee).”

3.2 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

3.4 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Assistance of Counsel. Each Party to this Fifth Amendment warrants to the other Party that it has either had the assistance of counsel (other than Employee) in negotiation for, and preparation of, this Fifth Amendment or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON THE NEXT PAGE]

**SIGNATURE PAGE FOR
FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR)**

IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment to Employment Agreement for Non-Represented Employee as of the 5th day of June 2019.

CITY OF CORONA

By: _____
Jason Scott
Mayor

ATTEST: _____
Sylvia Edwards
City Clerk

EMPLOYEE

By: _____
Dean Derleth

CITY OF CORONA
FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR)

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2.3 Second Amendment. City and Employee entered into that certain Second Amendment to Employment Agreement for Non-Represented Employee dated on or about June 3, 2015, to incorporate a new provision for executive leave by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2015-019 on June 3, 2015, to provide a one-time payment which is being provided to all CGEA, CSA, Executive Group and Management/Confidential Group employees, and to clarify Employee’s voluntary reduction in deferred compensation benefits (“Second Amendment”).

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2.5 Fourth Amendment. City and Employee entered into that certain Fourth Amendment to Employment Agreement for Non-Represented Employee dated on or about November 14, 2017, to update certain benefits and reduce certain benefits and other provisions by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2017-131 on December 20, 2017, to extend Employee's voluntary waiver of a January 1, 2017 increase in annual leave accrual authorized under the Agreement and in the future utilize the annual leave accrual schedule authorized by the Executive Group Employee Resolution, and to increase Employee's July 1, 2016 voluntary twenty percent (20%) reduction in deferred compensation match by eliminating the \$1,000 per month deferred compensation match authorized under the Agreement and in the future utilize the deferred compensation match amount authorized by the Executive Group Employee Resolution ("Fourth Amendment"). The Original Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment may be collectively referred to herein as the "Agreement".

2.6 Fifth Amendment. City and Employee desire to amend the Agreement for the fifth time to provide additional one-time payments which are being provided to all Corona Supervisors Association, Executive Group and Management/Confidential Group employees, by incorporating by reference the Compensation and Benefits Resolution for Non-Represented Executive Group Employees of the City of Corona, approved by the City Council as Resolution No. 2019-012 on June 5, 2019.

3. TERMS.

3.1 Leave & Other Benefits. Section 3.4.1 of the Agreement is hereby amended in its entirety to read as follows:

"3.4.1 Leave & Other Benefits. Except as provided for herein, City shall provide Employee all of the existing benefit package established for the Non-Represented Executive Group Employees of the City of Corona, as approved by Resolution No. 2019-012 on June 5, 2019. The existing benefit package includes, but is not limited to, the flexible benefit allowance, medical insurance (Tier II Employee), medical insurance opt-out, retiree medical insurance (Tier II Employee), Family Medical Leave Act/California Family Rights Act, medicare contribution, short-term disability, long-term disability, life insurance and accidental death and dismemberment insurance, retiree life insurance, employee assistance program (EAP), retirement (Tier II Employee; Miscellaneous), tuition reimbursement, holidays, annual leave (accrual at 9.84 per pay period through 2028; 11.84 thereafter; new employee bank of 160 hours), executive leave, special compensation (when qualified); additional one-time payments provided in Section 8.1(A) of

Resolution No. 2019-012, and deferred compensation, including retirement healthcare savings (Tier II Employee).”

3.2 Continuing Effect of Agreement. Except as amended by this Fifth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fifth Amendment.

3.4 Counterparts. This Fifth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Assistance of Counsel. Each Party to this Fifth Amendment warrants to the other Party that it has either had the assistance of counsel (other than Employee) in negotiation for, and preparation of, this Fifth Amendment or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON THE NEXT PAGE]

**SIGNATURE PAGE FOR
FIFTH AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY ATTORNEY/LEGAL & RISK MANAGEMENT DIRECTOR)**

IN WITNESS WHEREOF, the Parties have entered into this Fifth Amendment to Employment Agreement for Non-Represented Employee as of the 5th day of June 2019.

CITY OF CORONA

By: _____
Jason Scott
Mayor

ATTEST: _____
Sylvia Edwards
City Clerk

EMPLOYEE

By: _____
Dean Derleth

RESOLUTION NO. 2019-032

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CORONA RESCINDING RESOLUTION NO. 2017-117**

WHEREAS, the City of Corona, a municipal corporation organized under the laws of the State of California (“City”), and the Corona General Employees Association, a recognized employee organization (“CGEA”), entered into a Comprehensive Master Memorandum of Understanding effective July 1, 2009 through June 30, 2015, as updated on October 16, 2013 and as amended by four (4) duly approved Side Letter Agreements entered into on or about June 3, 2015, July 13, 2015, March 4, 2017 and June 21, 2017 (“MOU”); and

WHEREAS, after meeting and conferring in good faith, the City and CGEA failed to reach agreement on a successor agreement and the City Council ultimately adopted Resolution No. 2017-117 authorizing the unilateral implementation of changes in wages, hours and terms and conditions of employment for CGEA employees; and

WHEREAS, the City and CGEA have subsequently met and engaged in negotiations over the terms of a successor agreement, which would incorporate and supersede the provisions of Resolution NO. 2017-117; and

WHEREAS, based on mutual agreement, the City and CGEA have entered into that certain Memorandum of Understanding effective June 5, 2019 through June 30, 2021 (“Successor MOU”), which, among other things, incorporates and amends the wages, hours and terms and conditions of employment for CGEA employees set forth in Resolution No. 2017-117; and

WHEREAS, the City wishes to therefore rescind Resolution No. 2017-117, as the provisions of Resolution No. 2017-117 have been incorporated into the Successor MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Resolution are true and correct.

SECTION 2. The City Council hereby rescinds, repeals, vacates and sets aside Resolution No. 2017-117 in its entirety.

SECTION 3. The City Council recognizes the Successor MOU as the controlling document which establishes the wages, hours and terms and conditions of employment for CGEA employees.

APPROVED and ADOPTED this 5th day of June 2019.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-032 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)

RESOLUTION NO. 2019-033

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF CORONA RESCINDING RESOLUTION NO. 2017-118**

WHEREAS, the City of Corona, a municipal corporation organized under the laws of the State of California (“City”), and the Corona Supervisors Association, a recognized employee organization (“CSA”), entered into a Comprehensive Master Memorandum of Understanding effective July 1, 2009 through June 30, 2015, as updated on October 16, 2013 and as amended by four (4) duly approved Side Letter Agreements entered into or effective on or about August 24, 2013, November 20, 2013, July 26, 2014, June 3, 2015, May 23, 2017, June 21, 2017, January 17, 2019, and February 26, 2019 (“MOU”); and

WHEREAS, after meeting and conferring in good faith, the City and CSA failed to reach agreement on a successor agreement and the City Council ultimately adopted Resolution No. 2017-118 authorizing the unilateral implementation of changes in wages, hours and terms and conditions of employment for CSA employees; and

WHEREAS, the City and CSA have subsequently met and engaged in negotiations over the terms of a successor agreement, which would incorporate and supersede the provisions of Resolution NO. 2017-118; and

WHEREAS, based on mutual agreement, the City and CSA have entered into that certain Memorandum of Understanding effective June 5, 2019 through June 30, 2021 (“Successor MOU”), which, among other things, incorporates and amends the wages, hours and terms and conditions of employment for CSA employees set forth in Resolution No. 2017-118; and

WHEREAS, the City wishes to therefore rescind Resolution No. 2017-118, as the provisions of Resolution No. 2017-118 have been incorporated into the Successor MOU.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corona as follows:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Resolution are true and correct.

SECTION 2. The City Council hereby rescinds, repeals, vacates and sets aside Resolution No. 2017-118 in its entirety.

SECTION 3. The City Council recognizes the Successor MOU as the controlling document which establishes the wages, hours and terms and conditions of employment for CSA employees.

APPROVED and ADOPTED this 5th day of June 2019.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

CERTIFICATION

I, Sylvia Edwards, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution 2019-033 was regularly introduced and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 5th day of June 2019 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAINED:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 5th day of June 2019.

Sylvia Edwards, City Clerk
City of Corona

(SEAL)