

CORONA SUPERVISORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

November 16, 2021 – December 31, 2024

TABLE OF CONTENTS

	<u>PAGE</u>
CHAPTER 1 – INTRODUCTION	1
PREAMBLE	1
ARTICLE I – TERM OF THE MEMORANDUM OF UNDERSTANDING.....	1
CHAPTER 2 – COMPENSATION.....	1
ARTICLE 2 – COMPENSATION	1
Section 2.1 – Salary Range and Merit Increases.....	1
Section 2.2 - Compaction Adjustments:.....	2
ARTICLE 3 - ADDITIONAL COMPENSATION	2
Section 3.1 - Certification Pay:.....	2
3.1.1 - Professional Engineer Registration	2
3.1.2 – Utilities Department Employees Certification Pay.....	2
Section 3.2 - Standby Pay.....	3
Section 3.3 - Call Back Pay.....	4
Section 3.4 - Longevity Pay	4
Section 3.5 - Shift Differential Pay	5
3.5.1 – Definition of Shifts.....	5
3.5.2 – Pay for Swing and Graveyard Shift.....	5
Section 3.6 - Bilingual Pay.....	5
Section 3.7 – Pay for Working in a Higher Classification.....	6
3.7.1 – Supervisory Position	6
3.7.2 – Management Position.....	6
Section 3.8 - Uniforms	6
3.8.1 – Employees Provided Uniforms	6
3.8.2 – Uniform Allowance	7
ARTICLE 4 – DEFERRED COMPENSATION.....	7
ARTICLE 5 – WORK SCHEDULES	8
Section 5.1 – The Defined FLSA Work Period.....	8
Section 5.2 – Work Schedules.....	8
Section 5.3 – Accurately Reporting Time Worked	8
ARTICLE 6 – OVERTIME	9
Section 6.1 – Overtime Authorization	9
6.1.1 – Exempt Employees	9
6.1.2 – Non-Exempt Employees	9
Section 6.2 – Hours Worked.....	9
Section 6.3 – Calculation of Overtime	9
CHAPTER 3 – BENEFITS	10
ARTICLE 7 – TIERS FOR CERTAIN BENEFITS IN THIS MOU	10
ARTICLE 8 – HEALTH INSURANCE.....	10
Section 8.1 – Medical Insurance Opt Out	11

ARTICLE 9 – IRS SECTION 125 CAFETERIA PLAN WITH FLEXIBLE SPENDING ACCOUNTS	12
ARTICLE 10 – RETIREE MEDICAL INSURANCE.....	12
Section 10.1 – Tier I Retiree Health Alternative.....	13
ARTICLE 11 – RETIREMENT HEALTHCARE SAVINGS ACCOUNT	13
ARTICLE 12 – SHORT-TERM DISABILITY PLAN	13
ARTICLE 13 – LONG-TERM DISABILITY PLAN	14
ARTICLE 14 – LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLANS	14
Section 14.1 – Retiree Life Insurance	14
ARTICLE 15 – RETIREMENT	14
ARTICLE 16 – TUITION REIMBURSEMENT.....	17
Section 16.1 – Pre-Approval.....	17
Section 16.2 – Reimbursable Costs	17
Section 16.3 – Administration	17
Section 16.4 – Procedure.....	17
ARTICLE 17 – REST AND MEAL PERIODS	18
Section 17.1 – Rest Periods	18
Section 17.2 – Meal Periods	18
ARTICLE 18 – ADDITIONAL BENEFIT PROVISIONS	18
Section 18.1 – Employee Assistance Program (EAP).....	18
Section 18.2 – Medicare Contribution.....	18
CHAPTER 4 – LEAVES OF ABSENCE	19
ARTICLE 19 – ANNUAL LEAVE	19
Section 19.1 – Definition.....	19
Section 19.2 – Accrual of Annual Leave	19
19.2.1 – Annual Leave during the First Year of Service with the City	19
Section 19.3 – Use of Annual Leave	20
Section 19.4 – Cash Out or Conversion of the Value of Annual Leave	20
19.4.1 – Maximum Accrual of Annual Leave – Conversion above 600 Hours	20
19.4.2 – Separation from the City	21
19.4.3 – Annual Leave Cash Out.....	21
19.4.4 – Donating Annual Leave	22
ARTICLE 20 – HOLIDAYS.....	22
Section 20.1 – Holiday Schedule.....	22
Section 20.2 – How Holidays are Observed and Paid.....	22
ARTICLE 21 – COMPASSIONATE LEAVE	24
ARTICLE 22 – EXECUTIVE LEAVE	24
Section 22.1 – Accrual of Executive Leave	24
Section 22.2 – Use of Executive Leave.....	24
ARTICLE 23 – JURY DUTY AND WITNESS LEAVE.....	25
Section 23.1 – Jury Duty.....	25

Section 23.2 – Witness Leave.....	25
CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS.....	25
ARTICLE 24 – ASSOCIATION ACTIVITIES	25
Section 24.1 – Association Dues	25
Section 24.2 – Use of City Equipment and Facilities	26
Section 24.3 – Time for Processing Grievances	26
Section 24.4 – Preparation for Negotiations for a Successor MOU.....	26
ARTICLE 25 – NOTIFICATION TO THE ASSOCIATION	26
Section 25.1 – Notification Regarding Reclassification	26
Section 25.2 – Notification of Separation	26
ARTICLE 26 – MANAGEMENT RIGHTS	26
ARTICLE 27 – NON-DISCRIMINATION	27
ARTICLE 28 – PROBATIONARY PERIOD.....	27
Section 28.1 – Length of Probationary Period	27
Section 28.2 – Extension of Probation	27
ARTICLE 29 – LAYOFF PROCEDURE	28
Section 29.1 – Order of Layoff.....	28
Section 29.2 – Bumping Rights.....	28
Section 29.3 – Notice of Layoff	28
Section 29.4 – Reemployment.....	29
Section 29.5 – Furlough.....	29
ARTICLE 30 – DISCIPLINE	29
Section 30.1 – Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, and Reduction in Pay)	30
Section 30.2 – Appeal of Discipline Resulting in Loss of Pay – Advisory Arbitration	31
ARTICLE 31 – GRIEVANCE PROCEDURE	32
ARTICLE 32 – FITNESS FOR DUTY EXAMINATIONS	34
ARTICLE 33 – NO STRIKE CLAUSE/CONCERTED ACTION	34
ARTICLE 34 – ENTIRE AGREEMENT AND SEVERABILITY	34
Section 34.1 – Entire Agreement.....	34
Section 34.2 – Severability	34
APPENDIX A – LIST OF CLASSIFICATIONS REPRESENTED BY CSA	35
APPENDIX B – BASE PAY INCREASES	36
APPENDIX C – UNIFORM VALUE	38

CHAPTER 1 – INTRODUCTION

PREAMBLE

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

ARTICLE I – TERM OF THE MEMORANDUM OF UNDERSTANDING

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

CHAPTER 2 – COMPENSATION

ARTICLE 2 – COMPENSATION

Section 2.1 – Salary Range and Merit Increases

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

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

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

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

Each classification shall be assigned a salary range. Employees may advance annually within the salary range, except that the City Manager within their discretion may advance an employee sooner if it is determined that such advancement is appropriate.

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

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

Section 2.2 - Compaction Adjustments:

The base salary range for CSA members will at all times be greater than the highest paid non-CSA employee whom they supervise by at least 12.5% exclusive of any other compensation. This will be measured using base pay only and the top step of the range of both classifications.

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

ARTICLE 3 - ADDITIONAL COMPENSATION

Section 3.1 - Certification Pay:

Employees who have earned certain certifications have achieved a specified level of competency related to their classification for which the parties have agreed (as set forth in this section) the City will pay Certification Pay.

3.1.1 - 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.

3.1.2 – Utilities Department Employees Certification Pay

Employees employed in the Utilities Department in the following classifications shall receive \$1,467.08 per month for earning a grade five (5) certification in Water Treatment, Wastewater Treatment, or Water Distribution earned and received from the State of California. An employee can be paid for only one grade five (5) certification.

- Chief Reclamations Operator
- Chief Water Operator
- Chief Distribution Operator
- Deputy Chief Water Operator
- Deputy Chief Water Reclamation Operator
- Utility Maintenance Superintendent

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

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

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

Section 3.2 - Standby Pay

Employees listed below shall receive four (4) hours of standby pay (paid at the "top step" of the employee's salary range) per pay period for being available to respond to emergencies while off duty. These employees shall be provided with a cell phone and will be required to be available to receive and respond to emergency phone calls and/or text messages outside their normal working hours. The nature of the emergency could necessitate the employee's return to a work location depending on the circumstances.

Utilities Department

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

Community Services Department

- Maintenance Supervisor
- Parks Supervisor
- Recreation Supervisor

Police Department

- Animal Control Supervisor
- Police Records Supervisor
- Public Safety Dispatch Supervisor
- Support Services Manager
- Public Safety Communications Manager

Planning and Development Department

- Public Works Inspection Superintendent

Public Works Department

- City Traffic Engineer
- Senior Engineer – Traffic
- District Engineer
- Fleet Superintendent
- Construction Superintendent

Section 3.3 - Call Back Pay

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

Section 3.4 - Longevity Pay

In recognition of an employee’s length of service to the City of Corona employees who qualify under the following schedule will receive one twenty-sixth (1/26th) of the following amounts paid biweekly as part of the regular payroll:

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

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

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

Section 3.5 - Shift Differential Pay

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

3.5.1 – Definition of Shifts

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

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

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

3.5.2 – Pay for Swing and Graveyard Shift

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

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

Section 3.6 - Bilingual Pay

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

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

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

Section 3.7 – Pay for Working in a Higher Classification

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

3.7.1 – Supervisory Position

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

3.7.2 – Management Position

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

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

Section 3.8 - Uniforms

Employees who are required to wear uniforms on duty will either be provided with uniforms or will be provided a uniform allowance as provided below.

3.8.1 – Employees Provided Uniforms

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

3.8.2 – Uniform Allowance

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

Employees must have worked at least one day during the quarter during which the Uniform Allowance is paid and must be on the City payroll (or on Annual Leave or workers' compensation status) on the day Uniform Allowance is paid in order to receive it. An employee shall not be paid their uniform allowance if on an unpaid (i.e., did not use Annual Leave) FMLA or CFRA leave for the entire quarter and if they worked no days during that quarter.

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

ARTICLE 4 – DEFERRED COMPENSATION

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

- A. Employees in Tiers I, II, and III - Employees in Tiers I, II and III who set up a deferred compensation account, the City shall make a matching contribution into their deferred compensation account at the end of each quarter in an amount equal to that deposited by the employee, but not to exceed \$1,900.00 per calendar year. The City match contribution shall only be made to a single provider only and cannot be split between providers. Employees who do not open a deferred compensation account will not receive a city contribution.
- B. Employees in Tiers II and III - Tier II and Tier III employees shall receive an additional City contribution into their deferred compensation account of \$150.00 per quarter. These employees must select one deferred compensation account provider into which this City contribution will be deposited.
- C. Employees in Tier IV - While employees in Tier IV may open a deferred compensation account and make contributions to it, they are not eligible for any City contribution to their account.

ARTICLE 5 – WORK SCHEDULES

Section 5.1 – The Defined FLSA Work Period

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

Section 5.2 – Work Schedules

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

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) consecutive hours each.
- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) consecutive hours each, followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each.
- A 2/12 – 2/8 schedule consists of a weekly work schedule of two (2) 12-hour shifts and two (2) 8-hour shifts in the workweek. The four workdays are consecutive.
- Where the term “consecutive hours” is used herein, it is exclusive of unpaid meal breaks.

The City may modify employees' hours, e.g. implementation of flexible working schedules, especially as it relates to exceptionally uncomfortable temperatures. A department head retains the right to make de minimis changes (30 minutes or less) to the shift schedule (i.e., start and end time of an employee's work shift). The intent of the parties is not to allow multiple de minimis changes to consistently push an employee's start and end time forward or backward. Any other changes to an employee's work schedule or shift schedule are subject to meet and confer. However, if an employee requests to have their work or shift schedule changed and their supervisor agrees, the Human Resources Department and the Association shall be notified prior to the schedule change. The Association agrees that if requested to meet and confer over a work or shift schedule change, it will do so promptly, no later than two weeks after the request.

Section 5.3 – Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. Non-exempt employees may not work any time in addition to their regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from their supervisor. Thus, all overtime requires advanced approval. In addition, since no supervisor or manager is permitted to require an employee to work overtime without it being reported on their time sheet, if an employee works such time it will be recorded.

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

- 0-7 Minutes = No additional time should be recorded
- 8-22 Minutes = one quarter of an hour
- 23-37 Minutes = one-half of an hour
- 38-52 Minutes = three quarters of an hour
- 53 Minutes = 1 hour and 7 Minutes = one-hour

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

ARTICLE 6 – OVERTIME

Section 6.1 – Overtime Authorization

6.1.1 – Exempt Employees

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

6.1.2 – Non-Exempt Employees

Public Safety Dispatch Supervisors, the Support Services Manager and any other employees who work in a non-exempt position, as listed in Appendix A to this MOU, are eligible to earn overtime compensation paid at time and one-half for all approved overtime hours worked in excess of forty (40) hours worked in the seven (7) day work period.

Section 6.2 – Hours Worked

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

Section 6.3 – Calculation of Overtime

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

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

CHAPTER 3 – BENEFITS

ARTICLE 7 – TIERS FOR CERTAIN BENEFITS IN THIS MOU

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

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

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

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

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

ARTICLE 8 – HEALTH INSURANCE

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

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

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

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

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

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

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

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

Section 8.1 – Medical Insurance Opt Out

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

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

Effective March 26, 2022:

Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage as required by the ACA's Eligible Opt-Out Arrangement rules (below), employees shall be entitled to the following dollars in the first two pay periods each month in taxable cash, in lieu of the amount provided in Article 8 above:

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

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

An employee who opts out will not receive the City's health insurance contribution in Article 8, but those employees who satisfy the Eligible Opt-Out Arrangement rules, will receive the amounts above in Section 8.1 (a), (b), or (c), as applicable based on an Employees number of dependents ("Opt-Out Amount"). The employee may choose to allocate any portion of the Opt-Out Amount toward dental and/or vision insurance premiums for enrollment in a City dental and/or vision plan, or take the Opt-Out Amount or any portion thereof in taxable cash. If the employee uses any portion of the Opt-Out Amount toward the City's dental and/or vision insurance, such payment will be pre-tax.

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

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

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

1. An employee who opts out of medical insurance must sign a waiver of City offered medical insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered medical insurance coverage; and
2. Sign a statement acknowledging that the Employee and the Employee's eligible dependents will not be allowed to re-enroll in the medical insurance coverage offered by the City until the next open enrollment period, and that re-enrollment will be subject to all conditions imposed by the insurance provider at the time of reenrollment. However, in the event of a COBRA "qualifying event" such Employee would be allowed to re-enroll in health insurance effective the beginning of the following month without having to wait for the next open enrollment period.

If an employee who is currently opting out fails to make an election for opt out during open enrollment, the employee will be enrolled in a medical insurance plan, lowest cost employee only plan. This default allocation shall not be subject to change.

ARTICLE 9 – IRS SECTION 125 CAFETERIA PLAN WITH FLEXIBLE SPENDING ACCOUNTS

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

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

ARTICLE 10 – RETIREE MEDICAL INSURANCE

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

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

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

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

Section 10.1 – Tier I Retiree Health Alternative

In lieu of receiving the City's retiree medical benefit in Article 10 above, 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 "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 "qualifying event" may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health plan. Tier II, III and IV Retirees shall not be eligible for this alternative.

ARTICLE 11 – RETIREMENT HEALTHCARE SAVINGS ACCOUNT

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

ARTICLE 12 – SHORT-TERM DISABILITY PLAN

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

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

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

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

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

ARTICLE 13 – LONG-TERM DISABILITY PLAN

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

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

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

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

ARTICLE 14 – LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLANS

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

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

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

Section 14.1 – Retiree Life Insurance

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

ARTICLE 15 – RETIREMENT

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

A. For “Classic Member” Employees

1. Retirement Formula: The City contracts with CalPERS to provide the 2.7% at 55 retirement formula set forth in California Government Code Section 21354.5.
2. Single Highest Year: The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit for miscellaneous employees of which “classic member” employees in the unit are included per Government Code section 20042. The retirement benefit is based on the highest annual compensation for the one year during the employee's membership in CalPERS.

3. Payment of Employee/Member Contribution: Classic Members pay eight percent (8%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)

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

C. Additional Optional Benefits for All Employees

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

1. 1959 Survivor’s Benefit: The City’s contract with CalPERS provides Level 4 coverage under the 1959 Survivor’s Benefit per Government Code section 21574. Employees pay the employee premium for this benefit and the employer cost for the difference between the Level 3 and Level 4 survivor benefits.
2. Pre-Retirement Option 2W Benefit: The City’s contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
3. Military Service Credit: The City’s contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
4. Cost of Living Allowance: The City’s contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
5. Retired Death Benefit: The City’s contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.

6. Two Years Additional Service Credit: The City's contract with CalPERS provides the Additional Service Credit (Golden Handshake) – Two Years Additional Service Credit as set forth in Government Code section 20903.
7. Two Years Additional Service Credit: The City's contract with CalPERS provides the "Public Service" – Layoff Period – as set forth in Government Code section 21022. All associated costs are borne by the member electing to purchase the service credit.
8. Post Retirement Survivor Allowance: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code sections 21624, 21626, and 21628.
9. Post Retirement Survivor Allowance to Continue after Remarriage: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code section 21635.
10. Pre-Retirement Death Benefits to Continue after Remarriage of Survivor: The City's contract with CalPERS provides the Pre-Retirement Death Benefits to Continue after Remarriage of Survivor as set forth in Government Code sections 21551.
11. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

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

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

New Member

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

"New member" means any of the following:

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

Classic Member

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

ARTICLE 16 – TUITION REIMBURSEMENT

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

Subject to satisfaction of all criteria set forth in this Article 16, 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 16.2 up to a lifetime maximum amount of \$10,000 per employee (“Lifetime Maximum”).

Section 16.1 – Pre-Approval

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

Section 16.2 – Reimbursable Costs

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

Section 16.3 – Administration

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

Section 16.4 – Procedure

1. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request shall be submitted through the employee’s Department Head for recommendation and to the Human Resources Department for approval. The Human Resources Department shall review and pre-approve requests for job relatedness and its decision shall be final.)
2. Subject to the Lifetime Maximum, the City will reimburse eligible employees for completion of job related formal education leading to a job related degree or certificate at a rate equivalent to the California State University fee schedule for tuition.
3. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to, grants, scholarships, and veteran’s educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City.

4. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical.
5. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
6. City vehicles shall not be used for transportation to and from courses.

ARTICLE 17 – REST AND MEAL PERIODS

Section 17.1 – Rest Periods

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

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

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

Section 17.2 – Meal Periods

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

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

ARTICLE 18 – ADDITIONAL BENEFIT PROVISIONS

Section 18.1 – 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 18.2 – Medicare Contribution

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

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 19 – ANNUAL LEAVE

Section 19.1 – Definition

Annual Leave is compensated absence, for employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation.

Section 19.2 – Accrual of Annual Leave

Full-time Employees: Each biweekly pay period, Annual Leave hours earned are posted to the account of each full-time employee as follows:

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

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

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

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

19.2.1 – Annual Leave during the First Year of Service with the City

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

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

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

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

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

Section 19.3 – Use of Annual Leave

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

Section 19.4 – Cash Out or Conversion of the Value of Annual Leave

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

19.4.1 – Maximum Accrual of Annual Leave – Conversion above 600 Hours

On the last day of the last pay period that ends in each calendar year, if an employee has accrued more than 600 hours of Annual Leave, the Annual Leave hours in excess of 600 hours will be converted to the monetary equivalent as described in Section 19.4 and the employee shall have the following choice:

- 1) to have the dollar value placed in the Nationwide Retirement Healthcare Savings Account on the employee's behalf; or

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

For employees who have informed the City that they will be retiring at the end of the calendar year, they will have the option to allow the hours above 600 to be converted to the RHS or have the hours above 600 subject to section 19.4.2.

19.4.2 – Separation from the City

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

1. Employees can be paid (as taxable wages) for their accrued Annual Leave as described in Section 19.4.
2. Employees may make an irrevocable election prior to the first day of the month of separation to contribute accrued Annual Leave to the employee's account provided under the City's 457(b) deferred compensation plan or Roth IRA. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made. If an employee chooses this option, any accrued Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.
3. Employees may also receive any amount of the value of their accrued Annual Leave as taxable cash with the remainder going into their deferred compensation account, up to the maximum amount permitted under the IRS Code.

19.4.3 – Annual Leave Cash Out

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

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

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

19.4.4 – Donating Annual Leave

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

ARTICLE 20 – HOLIDAYS

Section 20.1 – Holiday Schedule

All unit members shall observe the following holidays.

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. Juneteenth – June 19
6. July 4, Independence Day
7. First Monday in September, Labor Day
8. November 11, Veteran's Day
9. Fourth Thursday in November, Thanksgiving Day
10. Friday immediately after Thanksgiving Day
11. December 24, Christmas Eve
12. December 25, Christmas Day
13. December 31, New Year's Eve
14. 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.

Section 20.2 – How Holidays are Observed and Paid

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 21 – COMPASSIONATE LEAVE

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

ARTICLE 22 – EXECUTIVE LEAVE

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

Section 22.1 – Accrual of Executive Leave

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

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

Section 22.2 – Use of Executive Leave

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

- D. Employees cannot use unused Executive Leave upon separation from employment or retirement, in order to extend the employee's date of separation or date of retirement.

ARTICLE 23 – JURY DUTY AND WITNESS LEAVE

Section 23.1 – Jury Duty

An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, provide documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.

If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including, a phone message or email the night before if the employee finds out via a phone recording that they must report the next day.

An employee on jury duty must return to work after the jury service is done for the day if there are still four hours or more left on their shift or supervisors may approve an employee work the remainder of their shift remotely, or the employee may also ask their supervisor to use leave to cover the rest of their shift.

An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.

Section 23.2 – Witness Leave

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

CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS

ARTICLE 24 – ASSOCIATION ACTIVITIES

Section 24.1 – Association Dues

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

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 the dues, etc. The Association 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 24.2 – Use of City Equipment and Facilities

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

Section 24.3 – Time for Processing Grievances

Members of the CSA's Board of Directors and its officers, not to exceed three, may be allowed reasonable time away from their City duties to investigate and assist in the processing of grievances without loss of pay.

Section 24.4 – Preparation for Negotiations for a Successor MOU

Beginning five months prior to the expiration of this MOU, up to seven CSA members will be permitted to use up to two hours per month to prepare for negotiations for a successor MOU. A list of the seven members shall be provided to the Human Resources Department. Permission to use the time shall be requested from each employee's department head and such permission shall be granted promptly unless an employee's absence would cause undue interruption of work.

ARTICLE 25 – NOTIFICATION TO THE ASSOCIATION

Section 25.1 – Notification Regarding Reclassification

If the City reclassifies a classification in CSA thereby causing the classification to no longer be a supervisor, and therefore no longer appropriate for representation by CSA, the City will provide at least thirty (30) days written notice to CSA.

Section 25.2 – Notification of Separation

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

ARTICLE 26 – MANAGEMENT RIGHTS

The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and work force performing those services in all respects subject to this MOU. The City Manager and department heads have and will continue to retain exclusive decision-making authority on matters not specifically and expressly modified by specific provisions of this MOU, and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure.

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

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

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

ARTICLE 27 – NON-DISCRIMINATION

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

ARTICLE 28 – PROBATIONARY PERIOD

Section 28.1 – Length of Probationary Period

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

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

Section 28.2 – Extension of Probation

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

- 1) The employee was on a leave of absence without pay for any workdays during probation. The employee's probationary period shall be extended for the number of workdays the employee was on the leave of absence without pay.

- 2) The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period shall be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness.
- 3) Based on the discretion of the employee's department head with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments. If this decision is made, the City will inform the probationary employee in writing that their probation has been extended prior to any extension and will inform the employee of the new date upon which their probationary period will end.

ARTICLE 29 – LAYOFF PROCEDURE

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

Section 29.1 – Order of Layoff

No regular full-time unit member shall be laid off from any department while there are any non-regular employees (not including federally funded) serving in the same classification in the same department. In each department in which there is to be a layoff, employees shall be laid off as follows:

A list shall be created of the employees in the affected classification (in the same department) based upon years of service in the classification with the least senior employee at the top of the list. If there is just one employee in this classification, this is the employee subject to layoff. If there is more than one employee in the same classification in the department, the order of layoffs will be based on seniority in the classification.

Section 29.2 – Bumping Rights

An employee subject to layoff shall be entitled to bump to a position in a classification they previously held if they have more overall City seniority in such classification (which includes time in the previous held classification and time in class as a supervisor) and held regular status (i.e., they passed probation) in such classification. The employee seeking to bump must meet the current minimum qualifications for the classification into which they seek to bump and be capable of performing the duties of the classification. The bumped employee shall be laid off unless they have the ability to bump another employee subject to the same requirements of the initial employee who was able to bump.

Section 29.3 – Notice of Layoff

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

Section 29.4 – Reemployment

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

If a vacancy occurs in the classification in the department from which the employee was laid off, an employee on the reemployment list shall be offered the position. If there is more than one employee on the reemployment list, the City shall select the employee with the most seniority in the classification. Any employee offered reemployment from the reemployment list must respond to the offer within fourteen (14) calendar days of the offer being made, and be available to report to work within thirty (30) calendar days. An employee who is offered a position off the reemployment list who fails to respond within fourteen (14) days or is unable to report to work with thirty (30) days shall be removed from the list. If no former unit member on the list accepts reemployment, the list shall expire at that time.

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

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

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

Section 29.5 – Furlough

The City shall not reduce an employee's work hours (i.e., furlough) without first meeting and conferring with the CSA. If the City proposes to reduce any employee's hours, CSA will promptly meet and confer with the City.

ARTICLE 30 – DISCIPLINE

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline resulting in the loss of pay (defined as termination, demotion, suspension, or reduction in pay) if the City can support its position by a preponderance of the evidence. Such disciplinary action will be subject to the pre-action process described in Section 30.1 below and the disciplinary appeal process in Section 30.2 below.

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

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

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

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

Section 30.1 – Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, and Reduction in Pay)

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

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

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

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

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

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

Section 30.2 – Appeal of Discipline Resulting in Loss of Pay – Advisory Arbitration

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

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

The arbitrator shall provide copies to both parties' representatives. Within ten (10) calendar days from the receipt of the advisory arbitration's recommendation, both parties' representatives may submit to the City Manager a brief statement, not exceeding three (3) double-spaced pages, stating whether they believe the advisory arbitrator's recommendation is correct or not and why. Within thirty-five (35) days of receipt of the advisory arbitrator's recommendation, the City Manager shall issue and send their final written decision to the parties.

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

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

ARTICLE 31 – GRIEVANCE PROCEDURE

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

- A. Definition of a Grievance A Grievance an allegation by one or more an employee or the CSA that there has been a misinterpretation, misapplication or violation of the MOU.
- B. Steps in the Grievance Process
 - 1. Informal Step - (Immediate Supervisor) –
 - a. An employee(s) who believes that they have grievance related to their rights under the MOU should present the grievance to their immediate supervisor, orally. If the Association is the grievant, it shall submit the grievance at step 2 as provided below in step 2.
 - 2. Formal Grievance - Step One (Department Head) – Employee or Association
 - a. The employee or their representative shall present the grievance in writing to their Department Head within 60 days of the event giving rise to the grievance.

The grievance must state the nature of the grievance (e.g., Article and Section of the MOU alleged to be violated).
 - b. Within seven (7) calendar days of the submission of the grievance, the Department Head, shall meet with the grievant and the grievant's representative, if any. Within seven (7) days of the meeting, the Department Head or designee shall provide a written decision regarding the grievance and send it to the grievant.
 - 3. Formal Step Two - Chief Talent Officer
 - a. If the grievant is not satisfied with the decision of the Department Head, the grievant or their representative shall present the grievance in writing to the Chief Talent Officer within 15 calendar days of the response from the Department Head.
 - b. Within ten (10) calendar days of the presentation of the grievance the Chief Talent Officer and, if necessary, other City representatives, will meet with the grievant and the grievant's representatives to discuss the grievance. The meeting will take place during regular City Hall business hours at a mutually agreeable time.

The Chief Talent Officer shall, within ten (10) calendar days provide a written decision regarding the grievance and send it to the grievant.
 - 4. Formal Step Three - (Advisory Arbitration)
 - a. If the grievance has not been resolved in the foregoing steps, the grievant or the grievant's representative shall advise the Chief Talent Officer in writing within fifteen (15) calendar days following receipt of the written decision from the Chief Talent Officer that the matter is being appealed to advisory arbitration.

- b. The Chief Talent Officer, within ten (10) calendar days, will request a list of seven arbitrators from the office of State Mediation and Conciliation and the parties will either mutually select an arbitrator or exercise an alternate striking process of the names on the list provided by SMCS with the parties flipping a coin as to which party will make the first strike.
- c. The arbitrator will conduct an arbitration in such manner as they deem appropriate, provided however, each party shall have the right to make opening statements, examine and cross examine witnesses and introduce evidence.
- d. Within 45 days of conclusion of the arbitration, the arbitrator will issue an advisory recommendation to the City Manager and the parties.
- e. The City and the grievant shall share equally the costs of the arbitrator and the court reporter. Each party shall bear their own costs of representation and shall pay the cost of transcripts, if desired.
- f. The City Manager will issue their final decision on the grievance within twenty (20) days of receipt of the advisory recommendation of the arbitrator.
- g. The grievant has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.5 that provides a 90-day statute of limitations.

C. Rules regarding the Grievance Procedure

- 1. No employee shall be subject to any adverse actions or consequences for filing of a grievance in good faith.
- 2. An employee is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure.
- 3. Grievances must be filed as described in the steps. Unless there is an agreement in writing to extend any of the time timelines, if the grievance is not timely filed, it shall be deemed to be either untimely or abandoned and no grievance shall be deemed to exist.
- 4. Grievances involving the same or similar issues may be consolidated for presentation at the discretion of the City.
- 5. Any grievance may be withdrawn by the grievant at any time.
- 6. Any step or steps in this grievance procedure can be waived by agreement between the grievant and the City Manager or their designee.
- 7. This grievance procedure is the sole and exclusive method for alleging a violation, misinterpretation or misapplication of any provision of this MOU. This provision does not preclude the filing of any court action for a violation of law, an unfair practice charge at the Public Employment Relations Board, or the filing of a writ of administrative mandamus, per Code of Civil Procedure section 1094.5 following the City Council's decision on the grievance.

ARTICLE 32 – FITNESS FOR DUTY EXAMINATIONS

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

ARTICLE 33 – NO STRIKE CLAUSE/CONCERTED ACTION

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

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

ARTICLE 34 – ENTIRE AGREEMENT AND SEVERABILITY

Section 34.1 – Entire Agreement

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

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

Section 34.2 – Severability

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

APPENDIX A – LIST OF CLASSIFICATIONS REPRESENTED BY CSA

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

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

APPENDIX B – BASE PAY INCREASES

New Title	Current		Year 1 - 2022, upon approval			
	Bottom Monthly Salary	Top Monthly Salary	Range	Bottom Monthly Salary	Top Monthly Salary	Year 1 % Change
ANIMAL CONTROL SUPERVISOR	\$ 5,246.28	\$ 6,404.67	170	\$ 5,499.44	\$ 6,684.61	4.4%
BUILDING INSPECTION SUPERVISOR	\$ 7,218.99	\$ 8,812.96	231	\$ 7,455.01	\$ 9,061.61	2.8%
BUILDING OFFICIAL	\$ 9,309.91	\$ 11,365.47	283	\$ 9,662.37	\$ 11,744.67	3.3%
BUSINESS MANAGER	\$ 9,309.91	\$ 11,365.47	281	\$ 9,566.46	\$ 11,628.10	2.3%
BUSINESS SUPERVISOR	\$ 6,765.72	\$ 8,259.68	219	\$ 7,021.92	\$ 8,535.18	3.3%
CHIEF DISTRIBUTION OPERATOR	\$ 8,856.99	\$ 10,812.53	272	\$ 9,146.54	\$ 11,117.68	2.8%
CHIEF RECLAMATION OPERATOR	\$ 8,856.99	\$ 10,812.53	272	\$ 9,146.54	\$ 11,117.68	2.8%
CHIEF WATER OPERATOR	\$ 8,856.99	\$ 10,812.53	272	\$ 9,146.54	\$ 11,117.68	2.8%
CITY TRAFFIC ENGINEER	\$ 7,936.59	\$ 9,688.81	265	\$ 8,832.72	\$ 10,736.23	10.8%
CODE COMPLIANCE SUPERVISOR	\$ 5,168.28	\$ 6,309.51	184	\$ 5,897.17	\$ 7,168.04	13.6%
COMMUNITY ASSISTANCE MANAGER	\$ 8,016.15	\$ 9,786.05	259	\$ 8,572.31	\$ 10,419.70	6.5%
CONSTRUCTION SUPERINTENDENT	\$ 8,342.36	\$ 10,184.37	259	\$ 8,572.31	\$ 10,419.70	2.3%
CUSTOMER CARE SUPERVISOR	\$ 6,765.72	\$ 8,259.68	219	\$ 7,021.92	\$ 8,535.18	3.3%
DEPUTY CHIEF WATER OPERATOR	\$ 7,818.72	\$ 9,544.95	247	\$ 8,074.31	\$ 9,814.37	2.8%
DEPUTY CHIEF WATER RECLAMATION OPERATOR	\$ 7,818.72	\$ 9,544.95	247	\$ 8,074.31	\$ 9,814.37	2.8%
DEVELOPMENT SERVICES MANAGER	\$ 9,309.91	\$ 11,365.47	283	\$ 9,662.37	\$ 11,744.67	3.3%
DISTRICT ENGINEER	\$ 9,309.91	\$ 11,365.47	283	\$ 9,662.37	\$ 11,744.67	3.3%
EMERGENCY SERVICES COORDINATOR	\$ 6,309.51	\$ 7,702.59	204	\$ 6,515.75	\$ 7,919.94	2.8%
ENVIRONMENTAL COMPLIANCE SUPERVISOR	\$ 5,710.47	\$ 6,971.29	195	\$ 6,229.74	\$ 7,572.29	8.6%
FLEET SUPERINTENDENT	\$ 6,184.88	\$ 7,550.40	204	\$ 6,515.75	\$ 7,919.94	4.9%
LIBRARY SUPERVISOR	\$ 5,432.61	\$ 6,632.08	183	\$ 5,867.83	\$ 7,132.38	7.5%
MAINTENANCE MANAGER	\$ 9,309.91	\$ 11,365.47	281	\$ 9,566.46	\$ 11,628.10	2.3%
MAINTENANCE SUPERVISOR	\$ 7,111.69	\$ 8,682.09	227	\$ 7,307.76	\$ 8,882.62	2.3%
PARK RANGER SUPERVISOR	\$ 5,710.47	\$ 6,971.29	188	\$ 6,016.00	\$ 7,312.48	4.9%
PARKS SUPERVISOR	\$ 6,765.72	\$ 8,259.68	222	\$ 7,127.77	\$ 8,663.85	4.9%
PLAN CHECK MANAGER	\$ 7,327.84	\$ 8,945.73	254	\$ 8,361.18	\$ 10,163.07	13.6%
PLANNING MANAGER	\$ 9,309.91	\$ 11,365.47	283	\$ 9,662.37	\$ 11,744.67	3.3%
POLICE RECORDS SUPERVISOR	\$ 5,246.28	\$ 6,404.67	173	\$ 5,582.35	\$ 6,785.38	5.9%
PRINCIPAL ENGINEER (CIP SUPERVISOR)	\$ 8,426.08	\$ 10,286.47	273	\$ 9,192.27	\$ 11,173.27	8.6%
PUBLIC SAFETY COMMUNICATIONS MANAGER	\$ 7,076.33	\$ 8,638.76	240	\$ 7,797.28	\$ 9,477.64	9.7%
PUBLIC SAFETY DISPATCH SUPERVISOR	\$ 5,796.61	\$ 7,076.33	207	\$ 6,613.98	\$ 8,039.33	13.6%
PUBLIC WORKS INSPECTION SUPERINTENDENT	\$ 7,255.04	\$ 8,856.99	236	\$ 7,643.26	\$ 9,290.43	4.9%
RECREATION SUPERVISOR	\$ 5,710.47	\$ 6,971.29	188	\$ 6,016.00	\$ 7,312.48	4.9%
SENIOR ENGINEER	\$ 7,218.99	\$ 8,812.96	242	\$ 7,875.44	\$ 9,572.65	8.6%
SENIOR ENGINEER TRAFFIC	\$ 7,218.99	\$ 8,812.96	242	\$ 7,875.44	\$ 9,572.65	8.6%
SENIOR PLANNER	\$ 7,218.99	\$ 8,812.96	230	\$ 7,417.92	\$ 9,016.53	2.3%
SUPPORT SERVICES MANAGER	\$ 7,818.72	\$ 9,544.95	247	\$ 8,074.31	\$ 9,814.37	2.8%
UTILITY MAINTENANCE SUPERINTENDENT	\$ 8,342.36	\$ 10,184.37	259	\$ 8,572.31	\$ 10,419.70	2.3%

APPENDIX B – BASE PAY INCREASES

New Title	Range	Year 2 - Jan. 2023			Year 3 - Jan. 2024			
		Bottom Monthly Salary	Top Monthly Salary	Year 2 % Change	Range	Bottom Monthly Salary	Top Monthly Salary	Year 3 % Change
ANIMAL CONTROL SUPERVISOR	177	\$ 5,694.83	\$ 6,922.11	3.6%	182	\$ 5,838.63	\$ 7,096.90	2.5%
BUILDING INSPECTION SUPERVISOR	235	\$ 7,605.23	\$ 9,244.21	2.0%	240	\$ 7,797.28	\$ 9,477.64	2.5%
BUILDING OFFICIAL	289	\$ 9,955.89	\$ 12,101.44	3.0%	294	\$ 10,207.28	\$ 12,407.02	2.5%
BUSINESS MANAGER	285	\$ 9,759.23	\$ 11,862.41	2.0%	290	\$ 10,005.67	\$ 12,161.95	2.5%
BUSINESS SUPERVISOR	224	\$ 7,199.23	\$ 8,750.71	2.5%	229	\$ 7,381.02	\$ 8,971.67	2.5%
CHIEF DISTRIBUTION OPERATOR	276	\$ 9,330.85	\$ 11,341.70	2.0%	281	\$ 9,566.46	\$ 11,628.10	2.5%
CHIEF RECLAMATION OPERATOR	276	\$ 9,330.85	\$ 11,341.70	2.0%	281	\$ 9,566.46	\$ 11,628.10	2.5%
CHIEF WATER OPERATOR	276	\$ 9,330.85	\$ 11,341.70	2.0%	281	\$ 9,566.46	\$ 11,628.10	2.5%
CITY TRAFFIC ENGINEER	284	\$ 9,710.68	\$ 11,803.39	9.9%	289	\$ 9,955.89	\$ 12,101.44	2.5%
CODE COMPLIANCE SUPERVISOR	209	\$ 6,680.28	\$ 8,119.93	13.3%	214	\$ 6,848.97	\$ 8,324.97	2.5%
COMMUNITY ASSISTANCE MANAGER	270	\$ 9,055.76	\$ 11,007.33	5.6%	275	\$ 9,284.43	\$ 11,285.28	2.5%
CONSTRUCTION SUPERINTENDENT	263	\$ 8,745.05	\$ 10,629.66	2.0%	268	\$ 8,965.87	\$ 10,898.08	2.5%
CUSTOMER CARE SUPERVISOR	224	\$ 7,199.23	\$ 8,750.71	2.5%	229	\$ 7,381.02	\$ 8,971.67	2.5%
DEPUTY CHIEF WATER OPERATOR	251	\$ 8,237.01	\$ 10,012.14	2.0%	256	\$ 8,445.00	\$ 10,264.96	2.5%
DEPUTY CHIEF WATER RECLAMATION OPERATOR	251	\$ 8,237.01	\$ 10,012.14	2.0%	256	\$ 8,445.00	\$ 10,264.96	2.5%
DEVELOPMENT SERVICES MANAGER	289	\$ 9,955.89	\$ 12,101.44	3.0%	294	\$ 10,207.28	\$ 12,407.02	2.5%
DISTRICT ENGINEER	288	\$ 9,906.35	\$ 12,041.24	2.5%	293	\$ 10,156.50	\$ 12,345.29	2.5%
EMERGENCY SERVICES COORDINATOR	209	\$ 6,680.28	\$ 8,119.93	2.5%	214	\$ 6,848.97	\$ 8,324.97	2.5%
ENVIRONMENTAL COMPLIANCE SUPERVISOR	210	\$ 6,713.69	\$ 8,160.53	7.8%	215	\$ 6,883.22	\$ 8,366.59	2.5%
FLEET SUPERINTENDENT	213	\$ 6,814.90	\$ 8,283.55	4.6%	218	\$ 6,986.98	\$ 8,492.72	2.5%
LIBRARY SUPERVISOR	196	\$ 6,260.89	\$ 7,610.15	6.7%	201	\$ 6,418.99	\$ 7,802.32	2.5%
MAINTENANCE MANAGER	285	\$ 9,759.23	\$ 11,862.41	2.0%	290	\$ 10,005.67	\$ 12,161.95	2.5%
MAINTENANCE SUPERVISOR	231	\$ 7,455.01	\$ 9,061.61	2.0%	236	\$ 7,643.26	\$ 9,290.43	2.5%
PARK RANGER SUPERVISOR	197	\$ 6,292.20	\$ 7,648.20	4.6%	202	\$ 6,451.08	\$ 7,841.33	2.5%
PARKS SUPERVISOR	231	\$ 7,455.01	\$ 9,061.61	4.6%	236	\$ 7,643.26	\$ 9,290.43	2.5%
PLAN CHECK MANAGER	278	\$ 9,424.39	\$ 11,455.40	12.7%	283	\$ 9,662.37	\$ 11,744.67	2.5%
PLANNING MANAGER	289	\$ 9,955.89	\$ 12,101.44	3.0%	294	\$ 10,207.28	\$ 12,407.02	2.5%
POLICE RECORDS SUPERVISOR	177	\$ 5,694.83	\$ 6,922.11	2.0%	182	\$ 5,838.63	\$ 7,096.90	2.5%
PRINCIPAL ENGINEER (CIP SUPERVISOR)	288	\$ 9,906.35	\$ 12,041.24	7.8%	293	\$ 10,156.50	\$ 12,345.29	2.5%
PUBLIC SAFETY COMMUNICATIONS MANAGER	251	\$ 8,237.01	\$ 10,012.14	5.6%	256	\$ 8,445.00	\$ 10,264.96	2.5%
PUBLIC SAFETY DISPATCH SUPERVISOR	217	\$ 6,952.22	\$ 8,450.47	5.1%	222	\$ 7,127.77	\$ 8,663.85	2.5%
PUBLIC WORKS INSPECTION SUPERINTENDENT	245	\$ 7,994.17	\$ 9,716.96	4.6%	250	\$ 8,196.03	\$ 9,962.33	2.5%
RECREATION SUPERVISOR	197	\$ 6,292.20	\$ 7,648.20	4.6%	202	\$ 6,451.08	\$ 7,841.33	2.5%
SENIOR ENGINEER	258	\$ 8,529.67	\$ 10,367.86	8.3%	263	\$ 8,745.05	\$ 10,629.66	2.5%
SENIOR ENGINEER TRAFFIC	258	\$ 8,529.67	\$ 10,367.86	8.3%	263	\$ 8,745.05	\$ 10,629.66	2.5%
SENIOR PLANNER	234	\$ 7,567.40	\$ 9,198.22	2.0%	239	\$ 7,758.48	\$ 9,430.49	2.5%
SUPPORT SERVICES MANAGER	251	\$ 8,237.01	\$ 10,012.14	2.0%	256	\$ 8,445.00	\$ 10,264.96	2.5%
UTILITY MAINTENANCE SUPERINTENDENT	263	\$ 8,745.05	\$ 10,629.66	2.0%	268	\$ 8,965.87	\$ 10,898.08	2.5%

APPENDIX C – UNIFORM VALUE

Department	Position	Uniform Group	2022 Uniform Value
UTILITIES	CHIEF DISTRIBUTION OPERATOR	UTILITIES-CSA	\$ 390
UTILITIES	CHIEF RECLAMATION OPERATOR	UTILITIES-CSA	\$ 390
UTILITIES	CHIEF WATER OPERATOR	UTILITIES-CSA	\$ 390
UTILITIES	DEPUTY CHIEF WATER OPERATOR	UTILITIES-CSA	\$ 390
UTILITIES	DEPUTY CHIEF WATER RECLAMATION OPERATOR	UTILITIES-CSA	\$ 390
UTILITIES	UTILITY MAINTENANCE SUPERINTENDENT	CONST SUPT	\$ 460
PUB WKS	CONSTRUCTION SUPERINTENDENT	CONST SUPT	\$ 460
PUB WKS	FLEET SUPERINTENDENT	FLEET-CSA	\$ 380
COM SVCS	MAINTENANCE SUPERVISOR	FACILITIES-CSA	\$ 410
COM SVCS	PARKS SUPERVISOR	PARKS-CSA	\$ 260

FOR THE CITY OF CORONA

Angela Rivera
Chief Talent Officer

Date

Kim Sitton
Finance Director

Date

Peter J. Brown
Chief Labor Negotiator

Date

FOR THE CORONA SUPERVISORS ASSOCIATION

Cynthia Lara
President CSA

Date

Frank Garza
Vice President CSA

Date

Richard Wurts
Chief Labor Negotiator

Date