



Agenda Report

File #: 18-2154

AGENDA REPORT REQUEST FOR CITY COUNCIL ACTION

DATE: 10/17/2018

TO: Honorable Mayor and City Council Members

FROM: Administrative Services Department

SUBJECT:

City Council Consideration of the Corona Police Supervisors Association Memorandum of Understanding and the Corona Police Employees Association Memorandum of Understanding

RECOMMENDED ACTION:

That the City Council:

1. Adopt the Corona Police Supervisors Association Memorandum of Understanding effective July 1, 2018 through June 30, 2020.
2. Adopt the Corona Police Employees Association Memorandum of Understanding effective July 1, 2018 through June 30, 2020.

ANALYSIS:

The California Meyers-Millias-Brown-Act (MMBA) requires the City to meet and confer, in good faith, with its bargaining groups on all matters relating to employment conditions and employer-employee relations, including, but not limited to wages, hours and other terms and conditions of employment. The Corona Police Supervisors Association (CPSA) represents all supervising peace officers in the Police Department except for the Police Chief. The Corona Police Employees Association (CPEA) represents all non-supervisory peace officers in the Police Department. The current Memorandums of Understanding (MOU) between the City and CPSA and CPEA expired June 30, 2017. Pursuant to the MMBA, the City began negotiations with the CPSA and CPEA for successor MOU's. After meeting and conferring in good faith the City has reached agreement with CPSA and CPEA for new MOU's that will expire on June 30, 2020.

Terms of New Memorandum of Understanding

1. Medical Allowance: Effective the first full pay period following October 17, 2018, the City's maximum contribution toward medical coverage will be \$1563.67 per month for employee plus two or more dependents coverage, \$1202.83 per month for employee plus one dependent

coverage, and \$601.42 per month for employee only coverage.

2. Tier II Medical Difference: Effective the first full pay period following October 17, 2018, the maximum Medical Difference will be \$950 per month.
3. Medical Opt-out: Effective the first full pay period following October 17, 2018, the maximum benefit for employees opting out of medical coverage will be \$1000 per month for employee plus two or more dependent coverage, \$750 per month for employee plus one dependent coverage, and \$450 per month for employee only coverage.
4. Flex Spending Allowance: Eliminate flexible benefit allowance for all CPSA and CPEA members - \$1,500 per year for Police Captains and \$64 per year for all other CPSA and CPEA members.
5. Tuition Reimbursement: Education Plans approved after October 17, 2018 will be subject to a maximum amount of \$2500 per employee per fiscal year and a lifetime maximum amount of \$10,000 per employee.
6. Cost of Living Adjustment: Effective the first full pay period following October 17, 2018, the base rate for CPSA and CPEA members will be increased by approximately one percent (1%) by moving each employee's base pay two steps up on the City's salary grid. Effective the first full pay period following July 1, 2019, the base rate for CPSA and CPEA members will be increased by approximately one percent (1%) by moving each employee's base pay two steps up on the City's salary grid.
7. Compaction between Corporal and Detective: Effective the first full pay period following October 17, 2018, the base rate for Detectives will be increased by approximately one-half percent (0.5%) by moving each Detective's base pay one step up on the City's salary grid to ensure that the bottom step of the salary range for Detectives will be two and one-half percent (2.5%) greater than the top step of the salary range for Corporals.
8. Clarifying Changes and Document Clean-Up:
 - The long-term disability benefit language has been revised to more accurately describe the process for passing on savings in the premium costs to CPEA and CPSA members. Additionally, language in the CPSA MOU has been simplified to account for the change from California Law Enforcement Association Plan B to Plan A, which was negotiated as part of the previous MOU.
 - Language has been added to reaffirm the Tier I lifetime health benefits to comply with the United States Supreme Court's decision in *M&G Polymers v. Tackett* (2015) 135 S.Ct. 926.
 - The CalPERS benefit has been simplified by eliminating the reference to tiers and instead referring to employees as either "Classic" members or "New" members for purposes of identifying PEPRAs employees.
 - All provisions of the previously agreed to side letters have been incorporated. Language that was no longer relevant and applicable was removed.

COMMITTEE ACTION:

Not applicable.

STRATEGIC PLAN:

Not applicable.

FISCAL IMPACT:

The implementation of the agreements with CPEA and CPSA will result in an estimated savings of \$56,120 over the term of the contract. The Fiscal Year 2018-19 savings have been pro-rated based on the effective date of the agreements. The estimated savings were calculated using the June 30, 2016 CalPERS data (most current available during negotiations), projected 6% growth in future health premiums, and employee health plan elections made for calendar year 2018. All positions in CPSA and the majority of positions in CPEA are budgeted in the General Fund

Contracts:

Fiscal Year	CPSA	CPEA	Totals
2018-19 Pro-rated	\$(41,269)	\$(2,721)	\$(43,990)
2019-20	\$(42,125)	\$29,995	\$(12,130)
Totals	\$(83,394)	\$27,274	\$(56,120)

Fund Balance Impacts:

Fund	07/01/18 Est. Fund Balance	Budgeted Revenues/ Sources	Budgeted Expenditures/ Uses	Fund Balance Impacts	06/30/19 Est. Fund Balance
Traffic Offender Fund 422	\$123,899	\$182,015	\$(240,794)	\$2,282 MOU Savings CPEA	\$67,402

GENERAL FUND	
Budget Workshop May 23, 2018 - Est. Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net)	(6,120,285)
Revised Estimated Revenue Over Expenditures	\$506,626
MOU Savings - CPEA and CPSA	41,708
Revised Estimated Revenue Over Expenditures	\$548,334
Estimated Budget Balancing Measures Reserve 06/30/18	\$20,645,252
Estimated FY 2018-19 Change in Budget Balancing Measures Reserve	548,334
Estimated Budget Balancing Measures Reserve 6/30/19	\$21,193,586

ENVIRONMENTAL ANALYSIS:

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

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REVIEWED BY: DEAN DERLETH, CITY ATTORNEY

REVIEWED BY: MICHELE NISSEN, ASSISTANT CITY MANAGER

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

SUBMITTED BY: DARRELL TALBERT, CITY MANAGER

Attachments:

Corona Police Supervisors Association Memorandum of Understanding (Redline)

Corona Police Supervisors Association Memorandum of Understanding (Clean)

Corona Police Employees Association Memorandum of Understanding (Redline)

Corona Police Employees Association Memorandum of Understanding (Clean)

REDLINE

CORONA POLICE SUPERVISORS ASSOCIATION

MEMORANDUM of UNDERSTANDING

**July 1, ~~2008~~2018
through
June 30, ~~2017~~2020**

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ARTICLE I RECOGNITION:

WHEREAS, the City of Corona, California, represented by its Management Negotiator (hereinafter referred to as the City), and the Corona Police Supervisors Unit Association, represented by themselves (hereinafter referred to as CPSCPSA), have met and conferred in good faith regarding those matters provided for in Section 3500 et. Seq. of the California Government Code; and

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

The ~~CPS Bargaining Group~~CPSCPSA members and the City agree to ~~again extend~~enter into this MOU ~~to June 30, 2017, effective October 17, 2018.~~ In the event agreement is not made for a new MOU prior to June 30, ~~2017~~2020, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

ARTICLE II ASSOCIATION ACTIVITIES:

SECTION 2.1 CHECK-OFF AND HOLD HARMLESS CLAUSE:

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

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

SECTION 2.2 USE OF CITY EQUIPMENT AND FACILITIES:

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

SECTION 2.3 GRIEVANCES:

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

SECTION 2.4 TIME BANK:

The City agrees to establish a "Time Bank" for use by members of the CPSCPSA for the purposes and subject to the restrictions provided herein. Association members shall contribute a total of three

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

ARTICLE III BENEFITS:

SECTION 3.1 BANKING PRIVILEGES:

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

SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE

~~3.2.1 Members Other Than Police Captains:~~

~~The City will provide an annual allowance in the amount of \$64.00 to Active employees that are members of the Corona Police Supervisors Association CPSA ("Member") other than Police Captains. This allowance is to be used for the may purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("Cafeteria Plan"). The Member shall have the opportunity to make an election as to the allocation of the allowance which benefits to purchase during Open Enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:~~

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

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

~~If a member fails to make an election during Open Enrollment, the allowance shall automatically be allocated to the Health Care Spending Account. This default allocation shall not be subject to change.~~

~~During the first year of employment, the annual allowance for new employees shall be equal to \$5.33 times the number of whole months during which the Member will be employed with the City during the calendar year. New members of CPS, who have been employed by the City in another unit, shall only be eligible for the greater flexible benefit allowance (i.e., either CPS or the former unit) during that transitional year. The total aggregate amount credited for any one employee, under this section during any one calendar year shall not exceed the total allowance for the unit with the higher allowance during that calendar year.~~

~~The maximum that can be allocated to the Health Care Spending Account for the reimbursement of eligible medical expenses will be \$2,500.00; this is inclusive of any portion of the City provided annual allowance of \$64.00 that is allocated for such reimbursements.~~

~~3.2.2 Police Captains:~~

~~The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to Police Captains. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("Cafeteria Plan"). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:~~

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

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

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

~~During the first year of employment, the annual allowance for new employees shall be equal to one hundred and twenty-five dollars (\$125.00) times the number of whole months during which the employee will be employed with the City during the calendar year.~~

~~Employees hired by the City prior to January 1, 1999 shall continue to receive this allowance if they retire from the City. Employees hired by the City after January 1, 1999 will not receive this benefit if they retire from the City.~~

SECTION 3.3 INSURANCE:

3.3.1 Short-Term Disability Insurance:

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

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

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

3.3.2 Long-Term Disability Insurance:

(A) Members Other Than Police Captains: The City shall provide long-term disability insurance benefits in accordance with the California Law Enforcement Association ("CLEA") Group Long Term Disability Insurance Plan BA (hereinafter "Plan B"). ~~The benefits of Plan B are illustrated on Exhibit A, attached hereto. As noted on Exhibit A, specific details of the benefits and plan documents are set forth on file in PLAN DOCUMENTS.~~ The City's Human Resources Division.

It is anticipated that the ~~City's~~ City's premium cost for providing Plan BA to CPSA Members will be less than the City's premium cost for providing ~~long-term disability insurance~~ Long-Term Disability Insurance for unit members under the plan in effect for 1998. Savings, if any, resulting from reduced premium cost for unit members in 2003 will be returned to unit all other City employees. If, in future years, the City's pro-rata premium cost for providing Long-Term Disability benefits to the CPSA Members is less than the pro-rata premium cost of providing Long-Term Disability insurance to all other City employees, the actual savings will be distributed to CPSA members pro-rata in a lump sum payment, less applicable deductions, in the final pay period of 2003 each applicable year. Said payment shall be calculated by dividing the actual number of employees in the unit CPSA in the last pay period of 2003 into the actual savings in premium cost realized by the City as a result of ~~adopting~~ providing Plan B. If, in future years, the City's premium cost for providing long-term disability benefits to the Corona Police Supervisors Unit is less than the premium cost of providing long-term disability insurance to A instead of the unit for calendar year 1998, the actual savings will be distributed to unit members using the same method as described above.

~~Effective July 1, 2013, the CPS Board in conjunction with the City shall begin the process of transitioning from the current California Law Enforcement Association Group Long Term Disability Insurance Plan B Long-Term Disability Insurance that is provided to Plan A all other City employees.~~

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

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

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

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

3.3.3 Life Insurance & Accidental Death and Dismemberment:

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

4. 3.3.4 Medical Insurance

(A) (A) Tier I Employees: The City agrees to provide a monthly medical insurance allowance ("**Medical Allowance**") to Members hired prior to January 1, 2000 ("**Tier I Employee**") to be used for the purpose of purchasing mandatory health coverage under offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("PEMHCA") for the Member and his or her eligible dependents. The Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule ("**Base Contribution Rate**"), plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the medical insurance plan selected by the Member during the PEMHCA open enrollment period. The Medical Allowance will be made available through the Cafeteria Plan. Notwithstanding the preceding, the Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount. following amounts, as applicable:

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

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

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

- (1) \$601.42 per month for the second highest PERS family plan at the PERS-designated classification Members electing Employee only coverage;
- (2) \$1,202.83 per month for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee plus one dependent coverage; or
- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

(B) The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage under PEMHCA ("**Medical Difference**"), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference for Members will to which an employee is entitled to shall be no greater than \$950 per month. If a Member enrolls in a health

~~plan that costs more expensive plan than the Medical Allowance~~, he or she will be responsible for payment of any premium in excess of the ~~capped amount~~ Medical Allowance.

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

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

(a) \$601.42 per month for the medical insurance plan selected by the Member during the PEMHCA open enrollment period. Members electing Employee only coverage;

(b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or

(c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. ~~Notwithstanding the preceding, the~~ The Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a ~~more expensive plan~~ health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

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

(a) Before the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. ~~The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA~~ Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the ~~capped amount~~ Medical Allowance.

~~(b)~~ (b) From and after the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate,

plus (2) an amount equal to the difference between the Base Contribution Rate and the ~~actual monthly premium~~ following amounts, as applicable:

- (i) ~~\$601.42 per month for the second highest PERS family plan at the PERS designated classification for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee only coverage;~~
- (ii) ~~\$1,202.83 per month for Members electing Employee plus one dependent coverage; or~~
- (iii) ~~\$1,563.67 per month for Members electing Employee plus two or more dependents coverage.~~

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

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

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

~~(1) The Medical Allowance shall consist of the following:~~

~~(a)~~ ~~(1)~~ Before the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly

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

(b2) From and after the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the ~~actual monthly premium following amounts, as applicable:~~

- ~~(a) \$601.42 per month for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee only coverage;~~
- ~~(b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or~~
- ~~(c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.~~

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

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

3.3.5 Medical Insurance Opt Out:

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

- (a) ~~\$770~~1,000.00 for Family Employee + 2 or more dependents
- (b) ~~\$592~~750.00 for Employee + 1 dependent
- (c) ~~\$296~~450.00 for Employee Only

The amount of the monthly allocation shall be based on the alternative coverage in which the Member is enrolled. Said amount may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the

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

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

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

3.3.6 Retirement Healthcare Savings Account:

(A) Tier II, III and IV Employees Other Than Police Captains: Employees hired on or after October 13, 2007 shall receive \$5,000 annually, paid at \$1,250 per quarter into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit.

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

3.3.7 Retiree Medical Insurance:

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

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

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

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

3.3.8 Retiree Health Alternative:

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

3.3.9 Retiree Life Insurance:

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

3.3.10 Employee Assistance Program (EAP):

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

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

3.3.11 Medicare Contribution:

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

SECTION 3.4 P.E.R.S.:

~~3.4.1 Tier I, Tier II and Tier III Employees:~~

~~The City shall pay the normal member 9% PERS contribution for Tier I, Tier II, and Tier III members. Such payment shall be reported as tax deferred contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized that this contribution does not affect an employee's base pay.~~

~~Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove such employer paid member contributions (EPMC), and thus the City will no longer pay the nine percent (9%) EPMC and will no longer report the value of the nine percent (9%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier I, Tier II and Tier III employees~~
3.4.1 CalPERS "Classic" Members:

An Employee shall be considered a "Classic" member of CalPERS if the employee does not meet the definition of "New" Member, as defined in Section 3.4.2. "Classic" members of CalPERS shall pay both of the following: (1) the nine percent (9%) normal member CalPERS contribution; and (2) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

~~As used herein, Tier I, Tier II and Tier III employees or members shall mean employees who does not qualify as Tier IV or "new members" under Section 3.4.2 below.~~

The City has contracted with PERS to provide the following benefits to ~~Tier I, II and III~~ "Classic" members of ~~the Association: CalPERS as follows:~~

- § 20042 "Final compensation"—One Year—Local Member (Determined by "Highest Single Year of Service");
- ~~§ 20516 Employee Sharing Cost of Additional Benefits—Permits the City to share the cost of retirement benefits with employees. The increased member contributions will be credited to each member's account as normal contributions. (Amendment in process as of 10-16-13.)~~
- § 21362. 3% at Age 50 Benefit Formula—Patrol of Local Safety Member
- § 21548 Pre-Retirement Option 2W Death Benefit
- § 21573 1959 Survivor Allowance—Third Level);
- § 22892 Employer Contribution (Government Code Medical Contribution for Retirees); and
- § 21624, 21626, 21626.5, and 21628: Post-Retirement Survivor Allowance—Specified State or Local Members.

~~3.4.2 Tier IV Employees: As is mandated by Assembly Bill 340 (2012):~~

~~Formula: 2.7% at age 57 CalPERS Benefit Formula—Local Safety Member, applicable to CalPERS "New Members" defined as those employees hired:~~

An employee shall be considered a "New" member of CalPERS if the employee: (1) is hired by the City on or after January 1, 2013 who have and has never been a member of any public retirement system prior to January 1, 2013; or who were members of any other (2) is hired by the City on or after January 1, 2013 and was a member of another public retirement system

prior to January 1, 2013 that ~~were~~was not subject to reciprocity; or ~~were members prior to the effective date and~~(3) is hired by the City on or after January 1, 2013 and was a member of CalPERS prior to January 1, 2013 but had a break in service in excess of six months ~~unless previously employed by the City if they remained CalPERS members.~~

~~Member contribution rates:~~

~~Tier IV—Formula for CalPERS New Members:~~ 2.7% at age 57 CalPERS Benefit Formula – Local Safety Member

~~Mandatory Employee Contribution, Pensionable Compensation Limit, and Final Compensation Formula as required by Assembly Bill 340 (2012).~~

~~Mandatory Employee Contribution:~~ CalPERS New Members are required to pay for a portion of the normal cost of the 2.7 percent at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2.7 percent at 57 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform CalPERS New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the New Member's employee's paycheck.

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

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

~~The City has contracted with PERS to provide the following benefits to Tier IV members of the Association:~~

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

SECTION 3.5 TUITION REIMBURSEMENT:

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

Subject to satisfaction of all criteria set forth in this Section 3.5, for education plans approved in writing by the City after October 17, 2018, the City shall reimburse Members for the costs described in Section 3.5.2 up to a maximum amount of \$2,500 per employee per fiscal year ("Fiscal Year Maximum") and a lifetime maximum amount of \$10,000 per employee ("Lifetime Maximum"). For education plans approved in writing by the City on or before October 17, 2018, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

3.5.1 Pre-Approval:

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

3.5.2 Reimbursable Costs:

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

3.5.3 Administration:

This policy will be administered by the Human Resources Department.

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

3.5.4 Procedure:

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

the City. Supplies, optional textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.

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

3.5.5 *Police Captains:*

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

SECTION 3.6 UNIFORM ALLOWANCE:

(A) The City will pay members a quarterly Uniform Allowance of \$860.00.

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

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

SECTION 3.7- SPECIAL PROVISIONS:

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

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

3.7.1 *Take Home Vehicles: and Auto Allowance:*

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

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

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

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

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

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

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

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

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

SECTION 3.8 DEFERRED COMPENSATION:

3.8.1 *Participant Loans:*

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

- A. Loans shall be made pursuant to a written, enforceable loan agreement.
- B. Loans shall be available for all purposes. Loans shall not exceed the lesser of (i) \$50,000, or (ii) the greater of 1/2 of the employee's account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.
- C. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.
- D. Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.
- E. Loans shall be made at a reasonable interest rate.
- F. Employees shall repay loans directly to the employee's deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.
- G. If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

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

3.8.2. Tier I Police Captains:

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

3.8.3. Tier II, III & IV Police Captains:

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

ARTICLE IV EXTENSION OF PROBATION PERIOD:

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

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

ARTICLE V HOLIDAYS:

SECTION 5.1 HOLIDAY SCHEDULE:

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

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

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

SECTION 5.2 HOLIDAY ACCRUAL FOR MEMBERS OTHER THAN POLICE CAPTAINS:

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

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

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

begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid double time only for the hours worked on that holiday.

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

SECTION 5.3 HOLIDAY ACCRUAL FOR POLICE CAPTAINS:

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

ARTICLE VI LEAVES:

SECTION 6.1 ANNUAL LEAVE:

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

6.1.1 *Accrual of Annual Leave Hours:*

(A) Full-Time Employees Other Than Police Captains: Each biweekly pay period, prorated Annual Leave hours earned are posted to each eligible employee's account based on the hours worked during each pay period.

Association members shall receive three (3) hours of annual leave one time a year on or about the first pay period in August to be deposited into the Association time bank in accordance with section 2.4.

[CPSCPSA](#) members shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	HOURLY RATE PER PAY PERIOD
1-5	26 days (210 hrs)	8.08
6-8	28 days (226 hrs)	8.69
9-15	31 days (250 hrs)	9.62
16 +	36 days (290 hrs)	11.15

(B) Police Captains: Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee's account. Police Captains shall accrue Annual Leave based on the following:

YEARS OF SERVICE	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
99. – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

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

(D) Former Sick Leave Accounts (Frozen Sick Leave): These accounts are frozen and held in a separate account called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.

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

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

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

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

(E) Annual Leave During First Year:

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

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

6.1.2 Separation:

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

Alternatively, employees separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the City's 457(b) deferred compensation plan. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made ~~(\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older).~~ which amount is established each year by the Internal Revenue Service. If an employee elects to contribute Annual Leave to the 457(b) plan, any Annual Leave that exceeds the 457(b) limitations will be paid to the employee in cash.

6.1.3 Unpaid Leave:

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

6.1.4 Maximum Accumulation:

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

Accumulated Annual Leave in excess of 624 hours, or 584 hours for Police Captains, in an employee's account at the end of the pay period which includes December 31st shall have the regular rate dollar value of excess Annual Leave remaining in the employees Annual Leave bank contributed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide). The employee must choose a single provider for this benefit.

6.1.5 Annual Leave Usage:

Employees must use at least 40 hours of Annual Leave during each calendar year.

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

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

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

6.1.6 Annual Leave - Workers' Compensation:

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

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

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

Buy-Back Guidelines:

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

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

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

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

Payment shall be made on the Friday after the pay day for the last full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower buyback payment. For example, if an employee submits an Annual Leave Buy-Back Request to buy back 140 hours of Annual Leave, but has only used 40 hours of Annual Leave during the Buy-Back Period, the employee's election will be automatically adjusted to request a

buyback of 120 hours. Employees may not elect to buy back Annual Leave that has accrued during a previous Buy-Back Period. Employees must submit a new Annual Leave Buy-Back Request for each Buy-Back Period and failure to submit an Annual Leave Buy-Back Request will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period.

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

6.1.8 Frozen Sick Leave at Separation:

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

Police Captains who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

Members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of 25 (twenty-five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave effective Payroll 1, 2004. Police Captains who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.

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

6.1.9 Annual Leave Accrual Rates for Holidays:

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

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

SECTION 6.2 TERMINATION OR LEAVE NOTIFICATION:

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

SECTION 6.3 FAMILY MEDICAL LEAVE ACT:

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

SECTION 6.4 EXECUTIVE LEAVE:

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

ARTICLE VII NO SMOKING POLICY:

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

ARTICLE VIII NO STRIKE CLAUSE:

During the life of this MOU, [CPSCPSA](#) will not cause, authorize, advise or encourage any interruption of work. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes) or any intentional slowdown of work. The term "other concerted action" includes picketing or boycott activities by [CPSCPSA](#).

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

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

The City and [CPSCPSA](#) agree that the City may withdraw any rights or privileges provided by the City to [CPSCPSA](#) in the event this provision is violated.

ARTICLE IX OVERTIME:

SECTION 9.1 OVERTIME AUTHORIZATION:

The City will pay time and one-half for overtime authorized when any member of the unit works over 40 hours per week, when that additional time is for replacement of another sergeant or lieutenant who is on Annual Leave, or on a required training status. Annual Leave and Holidays are considered hours worked. Time and one-half and double time will also be paid on those six (6) holidays provided for in Article V of this MOU.

SECTION 9.2 "COMPENSATORY TIME":

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

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

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

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

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

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

ARTICLE X SALARY:

~~The City agrees to provide a four percent (4%) salary increase to all members of the Association effective the first pay period in July, 2015. The salary ranges for all positions in the Association will be updated accordingly by at least four percent (4%) by moving each employee's base pay eight (8) steps up on the City's salary grid.~~

~~The City agrees to provide a four percent (4%) salary increase to all members of the Association effective the first pay period in July, 2016. The salary ranges for all positions in the Association will be updated accordingly by at least four percent (4%) by moving each employee's base pay eight (8) steps up on the City's salary grid.~~ SECTION 10.1 BASE RATE SCHEDULE:

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

Effective the first full pay period following October 19, 2013, 17, 2018, the base rate of pay for all Members shall be increased for Tier I, Tier II and Tier III employees and Tier IV Police Captains by at least ten and approximately one-half percent (10.51.0%) by moving each employee's base pay by twenty-one (21) two (2) steps up on the City's salary grid. The salary ranges for all positions in the Association CPSA will be updated accordingly. As used herein, Tier I, Tier II and Tier III employees in the City's Position Library and Compensation Plan.

Effective the first full pay period following July 1, 2019, the base rate of pay for all Members shall mean employees who does not qualify as Tier IV or "new members" under Section 3.4.2 above, except for Tier IV Police Captains, be increased by approximately one percent (1.0%) by moving each employee's base pay two (2) steps up on the City's salary grid. The salary ranges for all positions in the CPSA will be updated accordingly in the City's Position Library and Compensation Plan.

SECTION 10.2 COMPARABLE CITIES ADJUSTMENTS:

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

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

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

SECTION 10.3 COMPACTION ADJUSTMENTS:

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

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

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

SECTION 10.4 PROMOTIONS:

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

ARTICLE XI SPECIAL COMPENSATION:

SECTION 11.1 HAZARD AND ASSIGNMENT PAY:

The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. In maintaining consistency with Article XI Section 11.1 of the CPE Memorandum of Understanding, the City agrees to pay an additional 5% above base pay to non-probationary sergeants assigned to work in the following capacities:

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

SECTION 11.2 COURT ASSIGNMENT:

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court. Officers will be paid based on actual travel time to any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

When, prior to leaving for court, a member contacts the district attorney, the subpoena clerk, or police department supervision, and his/her immediate attendance in court is not requested; he or she can be put on "stand-by" and their time off is restricted. The member will be compensated two hours of straight time for the morning. Should the condition continue into the afternoon, the member will be compensated another two hours straight time for the afternoon. Members may elect, in lieu of stand-by pay, to receive compensatory time off (CTO).

Court assignment pay will not be added to or replace compensation for scheduled work shifts. There will be no overlapping payment for court assignment hours when working a scheduled work shift.

SECTION 11.3 LONGEVITY PAY:

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

After five (5) years of service \$1,120.00
After ten (10) years of service \$1,320.00
After fifteen (15) years of service \$1,520.00
After twenty (20) years of service \$1,720.00

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

Five (5) but fewer than ten (10) years of service:	\$1,400.00
Ten (10) but fewer than fifteen (15) years of service:	\$1,600.00
Fifteen (15) but fewer than twenty (20) years of service:	\$1,800.00
Twenty (20) or more:	\$2,000.00

It is agreed that longevity pay shall be included within the formula utilized for the purposes of calculating total compensation.

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

SECTION 11.4 MARKSMANSHIP PROFICIENCY:

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

Employees must have worked at least one day during the quarter during which the marksmanship proficiency pay is to be issued (or Annual Leave or Administrative Leave or workers' compensation status) in order to receive the benefit. If an employee, due to an accepted industrial injury, is unable to participate in the marksmanship proficiency testing, an extension of up to four (4) quarters, to include the first quarter in which an officer is unable to test, will be granted. Once an extension has

been approved the employee will continue to receive the marksmanship proficiency pay until such time they are returned to duty and are able to test or the four (4) quarter extension has been exhausted. Once the four (4) quarter extension is exhausted the employee will be required to test only if medically able or will not be eligible to receive the supplemental pay. Beginning as of December 2009, the fourth (4th) Quarter, in which marksmanship proficiency pay will be issued for the year, employees unable to test due to an industrial injury are eligible to request a four (4) quarter extension. Employees who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a prorate payment.

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

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

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

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

SECTION 11.6 SPANISH LANGUAGE AND BILINGUAL AND BILINGUAL PAY:

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

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

SECTION 11.7 WORKING OUT OF CLASS:

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

the employee should be placed in the position in an "acting" capacity by memo and not be paid out of class.

ARTICLE XII COMPRESSED WORK WEEK SCHEDULE:

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

Members assigned to Field Operations will be required to work a 28 day/160 hour payroll cycle. Members will work 37 ½ hours per week during the payroll cycle, but will be compensated for 40 hours. This practice will result in the advance of 2 ½ hours of "paid, not worked" each week, for a total of 10 hours of "paid, not worked" during the payroll cycle. The 10 hours owed back to the City during the payroll cycle will be worked on a pre-designated, regularly scheduled day that coincides with the member's workweek; meaning that the payback day shall immediately follow the last workday or immediately precede the first workday. The payback day will not be routinely scheduled on a designated holiday, but there may be times it will be required to insure appropriate field coverage. If an employee's payback day is scheduled during a Holiday, it will require approval at the Lieutenant level or above. A detailed calendar shall be prepared by the employer for each six month shift rotation specifying the schedule of make-up days for each member. The 10 hour payback day must, in all cases, be worked in the same payroll cycle; it cannot be carried over. If, for any reason, the 10 hour payback day is not worked in the same payroll cycle, it will be changed to Annual Leave or Compensatory Time as determined by the member.

Holiday time will be paid and accrues at a rate of 10 hours worked for each holiday according to the terms of the existing MOU. As a result, members working the 3/12 ½ work schedule who take a holiday off will be short 2 ½ hours. These shortages may be mitigated by: making up the 2 ½ hours with annual leave or compensatory time or working an additional 2 ½ hours during the same seven day week or, taking 2 ½ hours leave without pay.

ARTICLE XIII NOTICE REGARDING LAYOFFS:

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

ARTICLE XIV PRIOR AND EXISTING CONDITIONS:

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

Section of this agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meeting and conferring. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in meeting and conferring on working conditions that will improve departmental efficiency and for which there is negligible or no cost; and during the remaining period of this MOU, City and the Unit may bring forward and correct "errors and omissions", i.e., items which were inadvertently overlooked during the compilation of this MOU for inclusion into this document.

The matters contained within this MOU will be effective upon acceptance by the City Council unless otherwise noted herein, and the provisions of this MOU shall remain in force until the successor MOU is approved.

ARTICLE XV BEGINNING OF NEGOTIATIONS:

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

ARTICLE XVI AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

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

1. Access to, and use of, City facilities to the extent such use or access is consistent with the City Manager's general authority to grant access or use to City facilities;
2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for association training;
4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;

6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations; and,
9. Out-of-class assignments.

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

ARTICLE XVII MANAGEMENT RIGHTS:

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

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

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

SIGNATURES:

Date: _____

Darrell Talbert
Employee Relations Officer
City Manager

Date: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

Date: _____

Jason Perez
Association President

Date: _____

Jim Auck
Unit Negotiator

FINAL

CORONA POLICE SUPERVISORS ASSOCIATION

MEMORANDUM of UNDERSTANDING

**July 1, 2018
through
June 30, 2020**

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ARTICLE I RECOGNITION:

WHEREAS, the City of Corona, California, represented by its Management Negotiator (hereinafter referred to as the City), and the Corona Police Supervisors Association, represented by themselves (hereinafter referred to as CPSA), have met and conferred in good faith regarding those matters provided for in Section 3500 et. Seq. of the California Government Code; and

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

The CPSA members and the City agree to enter into this MOU effective October 17, 2018. In the event agreement is not made for a new MOU prior to June 30, 2020, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

ARTICLE II ASSOCIATION ACTIVITIES:

SECTION 2.1 CHECK-OFF AND HOLD HARMLESS CLAUSE:

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

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

SECTION 2.2 USE OF CITY EQUIPMENT AND FACILITIES:

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

SECTION 2.3 GRIEVANCES:

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

SECTION 2.4 TIME BANK:

The City agrees to establish a "Time Bank" for use by members of the CPSA for the purposes and subject to the restrictions provided herein. Association members shall contribute a total of three (3) hours of annual leave one time a year on or about the first pay period in August. The Time Bank is for use by members of CPSA to attend seminars, classes, and conferences related to the meet-

and-confer-process. Additionally, any member of the Association may receive time off for the welfare of officers, community service, and any lawful activity of the Association with pay drawn from the Time Bank, provided that said employee first gains approval for said use from the Association, and subject to the approval of the Chief of Police consistent with the operational needs of the police department. Access to the Time Bank shall be determined by CPGA Board.

ARTICLE III BENEFITS:

SECTION 3.1 BANKING PRIVILEGES:

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

SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE

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

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

SECTION 3.3 INSURANCE:

3.3.1 *Short-Term Disability Insurance:*

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

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

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

3.3.2 *Long-Term Disability Insurance:*

(A) Members Other Than Police Captains: The City shall provide long-term disability insurance benefits in accordance with the California Law Enforcement Association ("CLEA") Group Long Term Disability Insurance Plan A (hereinafter "Plan A"). The specific details, benefits and plan documents are on file in the City's Human Resources Division.

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

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

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

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

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

3.3.3 *Life Insurance & Accidental Death and Dismemberment:*

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

4. *Medical Insurance*

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

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

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

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

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

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

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

- (1) For Members hired on or after October 13, 2007, but before January 1, 2013 the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:
 - (a) \$601.42 per month for Members electing Employee only coverage;
 - (b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
 - (c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

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

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

(a) Before the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

(b) From and after the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

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

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

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

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

(1) Before the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The Medical Difference, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

(2) From and after the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

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

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

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

3.3.5 Medical Insurance Opt Out:

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

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

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

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

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

3.3.6 Retirement Healthcare Savings Account:

(A) Tier II, III and IV Employees Other Than Police Captains: Employees hired on or after October 13, 2007 shall receive \$5,000 annually, paid at \$1,250 per quarter into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit.

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

3.3.7 Retiree Medical Insurance:

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

The City affirms the Tier I Lifetime Health Benefit by implementing an employee and retiree medical insurance premium contributions agreement to provide a mechanism that provides additional assurance that Tier 1 lifetime health benefits will not be revoked or negotiated away by future members of management, City Councils, and or union representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Retiree. The inclusion of this vesting language is to comply with the United States Supreme Court's decision in *M&G Polymers v. Tackett*, (2015) 135 S.Ct. 926, requiring the intent to vest a benefit be explicitly set forth.

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

3.3.8 Retiree Health Alternative:

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

3.3.9 Retiree Life Insurance:

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

3.3.10 Employee Assistance Program (EAP):

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

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

3.3.11 Medicare Contribution:

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

SECTION 3.4 P.E.R.S.:

3.4.1 CalPERS "Classic" Members:

An Employee shall be considered a "Classic" member of CalPERS if the employee does not meet the definition of "New" Member, as defined in Section 3.4.2. "Classic" members of

CalPERS shall pay both of the following: (1) the nine percent (9%) normal member CalPERS contribution; and (2) one and one-half percent (1.5%) towards the City's employer CalPERS costs.

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

- § 20042 "Final compensation"—One Year—Local Member (Determined by "Highest Single Year of Service");
- § 21362. 3% at Age 50 Benefit Formula—Patrol of Local Safety Member
- § 21548 Pre-Retirement Option 2W Death Benefit
- § 21573 1959 Survivor Allowance—Third Level);
- § 22892 Employer Contribution (Government Code Medical Contribution for Retirees);
and
- § 21624, 21626, 21626.5, and 21628: Post-Retirement Survivor Allowance—Specified State or Local Members.

3.4.2 CalPERS "New Members":

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

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

Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the normal cost of the 2.7 percent at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2.7 percent at 57 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform CalPERS New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the employee's paycheck.

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

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

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

SECTION 3.5 TUITION REIMBURSEMENT:

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

Subject to satisfaction of all criteria set forth in this Section 3.5, for education plans approved in writing by the City after October 17, 2018, the City shall reimburse Members for the costs described in Section 3.5.2 up to a maximum amount of \$2,500 per employee per fiscal year ("Fiscal Year Maximum") and a lifetime maximum amount of \$10,000 per employee ("Lifetime Maximum"). For education plans approved in writing by the City on or before October 17, 2018, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

3.5.1 *Pre-Approval:*

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

3.5.2 *Reimbursable Costs:*

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

3.5.3 *Administration:*

This policy will be administered by the Human Resources Department.

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

3.5.4 *Procedure:*

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request will be submitted through the employee's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final.)
2. Only those employees currently employed will be reimbursed under this policy.

3. Subject to the Fiscal Year Maximum and the Lifetime Maximum, the City will reimburse eligible employees for completion of job-related formal education leading to a job-related degree or certificate at a rate equivalent to the California State University fee schedule for tuition. The cost of required textbooks will be reimbursed, subject to the Fiscal Year Maximum and the Lifetime Maximum.
4. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to: grants, scholarships, and veteran's educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.
5. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical following receipt of the request in the Finance Department.
6. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
7. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

3.5.5 *Police Captains:*

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

SECTION 3.6 UNIFORM ALLOWANCE:

(A) The City will pay members a quarterly Uniform Allowance of \$860.00.

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

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

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

SECTION 3.7 SPECIAL PROVISIONS:

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

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

3.7.1 *Take Home Vehicles and Auto Allowance:*

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

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

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

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

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

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

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

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

(3) Mileage Reimbursement. If the City Manager chooses not to provide an auto allowance or assigned vehicle to a Police Captain, the employee may submit

reimbursement requests for mileage used in a personal vehicle for official City business. The reimbursement rate shall be the I.R.S. allowable rate, and all reimbursements and documentation supporting the same shall be in accordance with City policy.

SECTION 3.8 DEFERRED COMPENSATION:

3.8.1 *Participant Loans:*

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

- A. Loans shall be made pursuant to a written, enforceable loan agreement.
- B. Loans shall be available for all purposes. Loans shall not exceed the lesser of (i) \$50,000, or (ii) the greater of 1/2 of the employee's account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.
- C. Employees may receive one loan per calendar year and may have only one outstanding loan at a time.
- D. Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.
- E. Loans shall be made at a reasonable interest rate.
- F. Employees shall repay loans directly to the employee's deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.
- G. If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

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

3.8.2 *Tier I Police Captains:*

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

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

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

ARTICLE IV EXTENSION OF PROBATION PERIOD:

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

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

ARTICLE V HOLIDAYS:

SECTION 5.1 HOLIDAY SCHEDULE:

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

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

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

SECTION 5.2 HOLIDAY ACCRUAL FOR MEMBERS OTHER THAN POLICE CAPTAINS:

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

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

If a Member's regularly scheduled work shift begins on one of the designated holidays listed below, the Member shall be paid time and one-half (1.5) for the hours worked on that entire shift. If a Member's regularly scheduled work shift begins before one of the designated holidays listed below, but that same shift continues into the designated holiday, the Member shall be paid time and one-

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

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

SECTION 5.3 HOLIDAY ACCRUAL FOR POLICE CAPTAINS:

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

ARTICLE VI LEAVES:

SECTION 6.1 ANNUAL LEAVE:

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

6.1.1 *Accrual of Annual Leave Hours:*

(A) Full-Time Employees Other Than Police Captains: Each biweekly pay period, prorated Annual Leave hours earned are posted to each eligible employee's account based on the hours worked during each pay period.

Association members shall receive three (3) hours of annual leave one time a year on or about the first pay period in August to be deposited into the Association time bank in accordance with section 2.4.

CPSA members shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	HOURLY RATE PER PAY PERIOD
1-5	26 days (210 hrs)	8.08
6-8	28 days (226 hrs)	8.69
9-15	31 days (250 hrs)	9.62
16 +	36 days (290 hrs)	11.15

(B) Police Captains: Each biweekly pay period, Annual Leave hours earned are posted to the account of each eligible employee's account. Police Captains shall accrue Annual Leave based on the following:

YEARS OF SERVICE	ACCRUAL PER PAY PERIOD	ANNUAL ACCRUAL
PROBATIONARY	4.15 hrs	107.90 hrs
1 – 5 years	8.31 hrs	216.06 hrs
9. – 8 years	8.92 hrs	231.92 hrs
9 – 15 years	9.84 hrs	255.84 hrs
16 or more years	11.38 hrs	295.88 hrs

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

(D) Former Sick Leave Accounts (Frozen Sick Leave): These accounts are frozen and held in a separate account called "Frozen Sick Leave." Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.

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

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

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

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

(E) Annual Leave During First Year:

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

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

6.1.2 Separation:

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

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

6.1.3 Unpaid Leave:

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

6.1.4 Maximum Accumulation:

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

Accumulated Annual Leave in excess of 624 hours, or 584 hours for Police Captains, in an employee's account at the end of the pay period which includes December 31st shall have the regular rate dollar value of excess Annual Leave remaining in the employees Annual Leave bank contributed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or Nationwide). The employee must choose a single provider for this benefit.

6.1.5 Annual Leave Usage:

Employees must use at least 40 hours of Annual Leave during each calendar year.

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

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

Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Department, after prolonged, serious, or

repetitious illness, injury, or major surgery. An employee's return to duty following illness or injury is subject to the approval of the Human Resources Department based on medical information supplied by the employee's physician and/or the City's examining physician.

6.1.6 Annual Leave - Workers' Compensation:

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

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

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

Buy-Back Guidelines:

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

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

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

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

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

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will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period.

6.1.8 Frozen Sick Leave at Separation:

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

Police Captains who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City. Payment shall be calculated at the employee's hourly base pay rate in effect at the time of separation. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

Members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of 25 (twenty-five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave effective Payroll 1, 2004. Police Captains who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.

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

6.1.9 Annual Leave Accrual Rates for Holidays:

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

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

SECTION 6.2 TERMINATION OR LEAVE NOTIFICATION:

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

SECTION 6.3 FAMILY MEDICAL LEAVE ACT:

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

SECTION 6.4 EXECUTIVE LEAVE:

The City will provide executive leave for Police Captains in lieu of other compensation for overtime. Effective April 1, 2016, Police Captains shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule.

Employees who become entitled to Executive Leave in the middle of a fiscal year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of the last payroll period of any fiscal year does not carry over to the next fiscal year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

ARTICLE VII NO SMOKING POLICY:

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

ARTICLE VIII NO STRIKE CLAUSE:

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

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

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

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

ARTICLE IX OVERTIME:

SECTION 9.1 OVERTIME AUTHORIZATION:

The City will pay time and one-half for overtime authorized when any member of the unit works over 40 hours per week, when that additional time is for replacement of another sergeant or lieutenant who is on Annual Leave, or on a required training status. Annual Leave and Holidays are considered hours worked. Time and one-half and double time will also be paid on those six (6) holidays provided for in Article V of this MOU.

SECTION 9.2 "COMPENSATORY TIME":

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

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

If compensation is paid to a Unit member for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the

payment. A member of the Unit may, at his/her election, buy back a maximum of 160 hours of accrued compensatory time on a designated date in November of each year. No minimum amount of hours shall be required to remain in the CTO bank.

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

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

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

ARTICLE X SALARY:

SECTION 10.1 BASE RATE SCHEDULE:

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

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

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

SECTION 10.2 COMPARABLE CITIES ADJUSTMENTS:

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

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

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

SECTION 10.3 COMPACTION ADJUSTMENTS:

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

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

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

SECTION 10.4 PROMOTIONS:

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

ARTICLE XI SPECIAL COMPENSATION:

SECTION 11.1 HAZARD AND ASSIGNMENT PAY:

The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. In maintaining consistency with Article XI Section 11.1 of the CPE Memorandum of Understanding, the City agrees to pay an additional 5% above base pay to non-probationary sergeants assigned to work in the following capacities:

- A. Relief Watch Commander
- B. Traffic Division
- C. Special Enforcement Team
- D. Investigative Services Division
- E. Professional Standards Unit
- F. FSD Captain's Adjutant

G. Personnel and Training Sergeant

SECTION 11.2 COURT ASSIGNMENT:

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court. Officers will be paid based on actual travel time to any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

When, prior to leaving for court, a member contacts the district attorney, the subpoena clerk, or police department supervision, and his/her immediate attendance in court is not requested; he or she can be put on "stand-by" and their time off is restricted. The member will be compensated two hours of straight time for the morning. Should the condition continue into the afternoon, the member will be compensated another two hours straight time for the afternoon. Members may elect, in lieu of stand-by pay, to receive compensatory time off (CTO).

Court assignment pay will not be added to or replace compensation for scheduled work shifts. There will be no overlapping payment for court assignment hours when working a scheduled work shift.

SECTION 11.3 LONGEVITY PAY:

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

After five (5) years of service \$1,120.00
After ten (10) years of service \$1,320.00
After fifteen (15) years of service \$1,520.00
After twenty (20) years of service \$1,720.00

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

Five (5) but fewer than ten (10) years of service:	\$1,400.00
Ten (10) but fewer than fifteen (15) years of service:	\$1,600.00
Fifteen (15) but fewer than twenty (20) years of service:	\$1,800.00
Twenty (20) or more:	\$2,000.00

It is agreed that longevity pay shall be included within the formula utilized for the purposes of calculating total compensation.

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

SECTION 11.4 MARKSMANSHIP PROFICIENCY:

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

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

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

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

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

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

SECTION 11.6 SPANISH LANGUAGE AND BILINGUAL PAY:

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

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

SECTION 11.7 WORKING OUT OF CLASS:

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

ARTICLE XII COMPRESSED WORK WEEK SCHEDULE:

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

Members assigned to Field Operations will be required to work a 28 day/160 hour payroll cycle. Members will work 37 ½ hours per week during the payroll cycle, but will be compensated for 40 hours. This practice will result in the advance of 2 ½ hours of "paid, not worked" each week, for a total of 10 hours of "paid, not worked" during the payroll cycle. The 10 hours owed back to the City during the payroll cycle will be worked on a pre-designated, regularly scheduled day that coincides with the member's workweek; meaning that the payback day shall immediately follow the last workday or immediately precede the first workday. The payback day will not be routinely scheduled on a designated holiday, but there may be times it will be required to insure appropriate field coverage. If an employee's payback day is scheduled during a Holiday, it will require approval at the Lieutenant level or above. A detailed calendar shall be prepared by the employer for each six month shift rotation specifying the schedule of make-up days for each member. The 10 hour payback day must, in all cases, be worked in the same payroll cycle; it cannot be carried over. If, for any reason, the 10 hour payback day is not worked in the same payroll cycle, it will be changed to Annual Leave or Compensatory Time as determined by the member.

Holiday time will be paid and accrues at a rate of 10 hours worked for each holiday according to the terms of the existing MOU. As a result, members working the 3/12 ½ work schedule who take a holiday off will be short 2 ½ hours. These shortages may be mitigated by: making up the 2 ½ hours with annual leave or compensatory time or working an additional 2 ½ hours during the same seven day week or, taking 2 ½ hours leave without pay.

ARTICLE XIII NOTICE REGARDING LAYOFFS:

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

ARTICLE XIV PRIOR AND EXISTING CONDITIONS:

Except as herein modified, there shall be no change in wages, hours, working conditions, or previously agreed to rights, obligations, and relationships expressed in any previous MOU and all rights, privileges, benefits, and terms and conditions of employment and the obligations between the parties as of the date of this MOU which are not specifically set forth, shall remain in full force, unchanged, and unaffected during the term of this agreement unless changed by mutual consent. If any Article or Section of this agreement, or any addition thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meeting and conferring. This MOU constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in meeting and conferring on working conditions that will improve departmental efficiency and for which there is negligible or no cost; and during the remaining period of this MOU, City and the Unit may bring forward and correct "errors and omissions", i.e., items which were inadvertently overlooked during the compilation of this MOU for inclusion into this document.

The matters contained within this MOU will be effective upon acceptance by the City Council unless otherwise noted herein, and the provisions of this MOU shall remain in force until the successor MOU is approved.

ARTICLE XV BEGINNING OF NEGOTIATIONS:

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

ARTICLE XVI AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

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

1. Access to, and use of, City facilities to the extent such use or access is consistent with the City Manager's general authority to grant access or use to City facilities;
2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for association training;

MEMORANDUM OF UNDERSTANDING
CORONA POLICE SUPERVISORS ASSOCIATION

October 17, 2018

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4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
8. Procedures and standards for performance evaluations; and,
9. Out-of-class assignments.

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

ARTICLE XVII MANAGEMENT RIGHTS:

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

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

The exclusive rights of the City shall include, but are not limited to: the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public; and through its management officials to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU; to direct its employees; to take disciplinary action for just cause; to relieve its employees from duty 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.

**MEMORANDUM OF UNDERSTANDING
CORONA POLICE SUPERVISORS ASSOCIATION**

October 17, 2018

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SIGNATURES:

Date: _____

Darrell Talbert
Employee Relations Officer
City Manager

Date: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

Date: _____

Jason Perez
Association President

Date: _____

Jim Auck
Unit Negotiator

REDLINE

CORONA POLICE EMPLOYEES ASSOCIATION

MEMORANDUM of UNDERSTANDING

**July 1, ~~2008~~2018
through
June 30, ~~2017~~2020**

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ARTICLE I RECOGNITION:

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

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

The ~~CPE Bargaining Group~~CPEA members and the City agree to ~~again extend~~enter into this MOU ~~to June 30, 2017, effective October 17, 2018.~~ In the event agreement is not made for a new MOU prior to June 30, ~~2017~~2020, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

ARTICLE II ASSOCIATION ACTIVITIES:

SECTION 2.1 TIME BANK:

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

ARTICLE III BENEFITS:

SECTION 3.1 BANKING PRIVILEGES:

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

SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE:

~~The City will provide an annual allowance in the amount of \$64.00 to Active employees who are members of the Corona Police Employees Bargaining Unit CPEA ("Member"). This allowance is to be used for the~~ may purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("Cafeteria Plan"). The Member shall have the opportunity to make an election as to the allocation of the allowance which benefits to purchase during Open Enrollment for the upcoming plan year.

~~Benefits available under the Cafeteria Plan are as follows:~~

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

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

~~If a member fails to make an election during Open Enrollment, the allowance shall automatically be allocated to the Health Care Spending Account. This default allocation shall not be subject to change.~~

~~During the first year of employment, the annual allowance for new employees shall be equal to \$5.33 times the number of whole months during which the Member will be employed with the City during the calendar year. New members of CPE, who have been employed by the City in another unit, shall only be eligible for the greater flexible benefit allowance (i.e., either CPE or the former unit) during that transitional year. The total aggregate amount credited for any one employee, under this section during any one calendar year shall not exceed the total allowance for the unit with the higher allowance during that calendar year.~~

~~The maximum that can be allocated to the Health Care Spending Account for the reimbursement of eligible medical expenses will be \$2,500.00; this is inclusive of any portion of the City-provided annual allowance of \$64.00 that is allocated for such reimbursements.~~

SECTION 3.3 ~~DISABILITY~~ INSURANCE:

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

3.3.1 *Short-Term Disability Insurance:*

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

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

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

3.3.2 *Long-Term Disability Insurance:*

The City shall provide Long-Term Disability Insurance benefits in accordance with the California Law Enforcement Association Group Long Term Disability Insurance Plan A

(hereinafter Plan A). The ~~benefits of Plan A are illustrated on Exhibit A, attached hereto. As noted on Exhibit A, specific details of the, benefits and plan documents are set forth on file in PLAN DOCUMENTS~~ the City's Human Resources Division.

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

3.3.3 Life Insurance & Accidental Death and Dismemberment:

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

3.3.4 Medical Insurance:

~~(A) (A) — Tier I Employees:~~ The City agrees to provide a monthly medical insurance allowance ("**Medical Allowance**") to Members hired prior to January 1, 2000 ("**Tier I Employee**") to be used for the purpose of purchasing mandatory health coverage ~~under offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("PEMHCA") for the Member and his or her eligible dependents. The Effective the first full pay period following October 17, 2018, the~~ Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule ("**Base Contribution Rate**"), plus (2) an amount equal to the difference between the Base Contribution Rate and the ~~actual monthly premium for the medical insurance plan selected by the Member during the PEMHCA open enrollment period. The Medical Allowance will be made available through the Cafeteria Plan. Notwithstanding the preceding, the Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount following amounts, as applicable:~~

~~(B)~~

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

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

~~(B) Tier II Employees:~~ The City agrees to provide a Medical Allowance to Members hired on or after January 1, 2000 ("**Tier II Employee**") to be used for the purpose of purchasing

mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. The Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the monthly premium following amounts, as applicable:

- (1) \$601.42 per month for the second highest PERS family plan at the PERS-designated classification Members electing Employee only coverage;
- (2) \$1,202.83 per month for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee plus one dependent coverage; or
- (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

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

Subject to the limitations set forth below, the excess of the Medical Allowance remaining after purchase of mandatory health coverage under PEMHCA ("**Medical Difference**"), if any, may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference for Members will to which an employee is entitled shall be no greater than \$950 per month. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the capped amount Medical Allowance.

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

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

- (a) \$601.42 per month for the medical insurance plan selected by the Member during the PEMHCA open enrollment period. Members electing Employee only coverage;
- (b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
- (c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

(4) The Medical Allowance will be made available through the Cafeteria Plan. Notwithstanding the preceding, the The Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA Difference, if any, may NOT be allocated toward the purchase of other Cafeteria Plan benefits and may NOT be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the capped amount Medical Allowance.

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

(a) Before the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the ~~capped amount~~ Medical Allowance.

(b) From and after the Member's "Fifth Reciprocal Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium and the following amounts, as applicable:

(i) \$601.42 per month for the second highest PERS family plan at the PERS designated classification for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee only coverage;

(ii) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or

(iii) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

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

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

on or before the Member's initial employment date with the City, the Member must provide verifiable written work history as a full-time sworn peace officer in a previous organization.

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

~~(4) The~~ Effective the first full pay period following October 17, 2018, the Medical Allowance shall consist of the following:

~~(a)(1)~~ Before the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the lowest cost PERS family plan. The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA Medical Difference, if any, may NOT be allocated toward the purchase of other Cafeteria Plan benefits and may NOT be taken as a taxable cash payment. If a Member enrolls in a health plan that costs more expensive plan than the Medical Allowance, he or she will be responsible for payment of any premium in excess of the capped amount. Medical Allowance.

~~(2) (b)~~ From and after the Member's "Fifth Benefit Year" (as defined below), the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium following amounts, as applicable:

(a) \$601.42 per month for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). Members electing Employee only coverage;

(b) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or

(c) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

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

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

3.3.5 Medical Insurance Opt Out:

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

- (a) \$7701,000.00 for Family Employee + 2 or more dependents
- ~~(b)~~(a) \$592750.00 for Employee + 1 dependent
- ~~(c)~~(a) \$296450.00 for Employee Only

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

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

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

3.3.6 Retirement Healthcare Savings Account:

Tier II, III and Tier IV Employees: Employees hired on or after October 13, 2007, shall receive \$5,000 annually, paid at \$1,250 per quarter, deposited into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit.

3.3.7 Retiree Medical Insurance:

(A) Tier I Retirees: The City agrees to provide a monthly medical insurance premium payment ("**Premium Payment**") to Members hired prior to January 1, 2000, who retire from the City of Corona under the CalPERS system ("**Tier I Retiree**") for the purpose of purchasing health coverage under PEMHCA for the Tier I Retiree and his or her eligible dependents. The Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS, and (2) a reimbursement to the Tier I Retiree of the monthly premium for the medical insurance plan actually paid by the Tier I Retiree ("**Reimbursement**"). The Reimbursement shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2006 shall only be entitled to a Premium

Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate) and the Medicare reimbursement. If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

The City affirms the Tier 1 Lifetime Health Benefit by implementing an employee and retiree medical insurance premium contributions agreement to provide a mechanism that provides additional assurance that Tier 1 lifetime health benefits will not be revoked or negotiated away by future members of management, City Councils, and or union representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Retiree. The inclusion of this vesting language is to comply with the United States Supreme Court's decision in *M&G Polymers v. Tackett*, (2015) 135 S.Ct. 926, requiring the intent to vest a benefit be explicitly set forth.

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

3.3.8 Retiree Health Alternative:

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

3.3.9 Retiree Life Insurance:

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

3.3.10 Employee Assistance Program (EAP):

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

The City will provide members and their dependents an additional enhanced Employee Assistance Program through The Counseling Team. This service will cover a wide range of

mental health and substance abuse care, from individual counseling to comprehensive and group therapy.

3.3.11 Medicare Contribution:

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

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

SECTION 3.5 P.E.R.S.:

3.5.1 Tier I, Tier II and Tier III Employees:

~~The City shall pay the normal member 9% PERS contribution for Tier I, Tier II, and Tier III members. Such payment shall be reported as tax deferred contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized that this contribution does not affect an employee's base pay.~~

~~Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove such employer paid member contributions (EPMC), and thus the City will no longer pay the nine percent (9%) EPMC and will no longer report the value of the nine percent (9%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier I, Tier II and Tier III employees~~
3.5.1 CalPERS "Classic" Members:

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

~~As used herein, Tier I, Tier II and Tier III employees or members shall mean employees who does not qualify as Tier IV or "new members" under Section 3.5.2 below.~~

The City has contracted with PERS to provide the following benefits to ~~Tier I, Tier II, and Tier III~~ "Classic" members of ~~the Association~~ CalPERS as follows:

§ 20042 "Final compensation"—One Year—Local Member (Determined by "Highest Single Year of Service");

~~§ 20636(c)(4) Special reporting of Employer Paid Member Contributions (this benefit shall terminate with the CalPERS contract amendment noted in Section 3.5.1 above);~~

~~§ 20516 Employee Sharing Cost of Additional Benefits—Permits the City to share the cost of retirement benefits with employees. The increased member~~

~~contributions will be credited to each member's account as normal contributions. (Amendment in process as of 10-16-13.)~~

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

3.5.2 ~~Tier IV Employees: As is mandated by Assembly Bill 340 (2012):~~

~~Formula: 2.7% at age 57 CalPERS Benefit Formula—Local Safety Member, applicable to CalPERS "New" Members defined as those employees hired:~~

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

~~Member contribution rates:~~

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

~~Mandatory Employee Contribution, Pensionable Compensation Limit, and Final Compensation Formula as required by Assembly Bill 340 (2012).~~

~~Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the normal cost of the 2.7 percent at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2.7 percent at 57 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform CalPERS New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the New Member's employee's paycheck.~~

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

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

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

SECTION 3.6 TUITION REIMBURSEMENT:

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

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

3.6.1 Pre-Approval:

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

3.6.2 Reimbursable Costs:

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

3.6.3 Administration:

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

3.6.4 Procedure:

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree or certificate. Prior approval must be

obtained by completing the College Tuition & Textbook Reimbursement Request available from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request will be submitted through the employee's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final.)

2. Only those employees currently employed will be reimbursed under this policy.

~~3.~~ 3. Subject to the Fiscal Year Maximum and the Lifetime Maximum. The City will reimburse eligible employees for completion of job related formal education leading to a job-related degree or certificate at a rate equivalent to the California State University fee schedule for tuition. The cost of required textbooks will be reimbursed, subject to the Fiscal Year Maximum and the Lifetime Maximum.

4. An employee receiving funds for tuition and books paid for from other sources, including, but not limited to: grants, scholarships, and veteran's educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.
5. Upon satisfactory completion of the course, the employee must attach an official grade report and relevant receipts/bills to the request and submit it to the Human Resources Department for approval. Reimbursement will be made as soon as practical following receipt of the request in the Finance Department.
6. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
7. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

SECTION 3.7 UNIFORM ALLOWANCE:

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

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

SECTION 3.8 SPECIAL PROVISIONS:

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

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

3.8.1 Take Home Vehicles:

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

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

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

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

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

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

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

SECTION 3.9 DEFERRED COMPENSATION:

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

- (A) Loans shall be made pursuant to a written, enforceable loan agreement.

- (B) Loans shall be available for all purposes. Loans shall not exceed the lesser of (i) \$50,000, or (ii) the greater of 1/2 of the employee's account balance or \$10,000. The minimum loan amount available shall be \$1,000.00.
- (C) Employees may receive one loan per calendar year and may have only one outstanding loan at a time.
- (D) Loans shall be repaid in substantially equal installments of principal and interest, at least quarterly, over no more than 5 years; provided that loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.
- (E) Loans shall be made at a reasonable interest rate.
- (F) Employees shall repay loans directly to the employee's deferred compensation plan provider. Loans will be in default if any payment is not made within 60 days of the date it is due or as otherwise provided in the loan agreement.
- (G) If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

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

ARTICLE IV EXTENSION OF PROBATION PERIOD:

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

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

ARTICLE V HOLIDAYS:

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

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

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

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

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

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

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

ARTICLE VI LEAVES:

SECTION 6.1 ANNUAL LEAVE - DEFINITION:

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

6.1.1 Accrual of Annual Leave Hours:

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

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

Employees shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	HOURLY RATE PER PAY PERIOD
1-5	26 days (210 hrs)	8.08
6-8	28 days (226 hrs)	8.69

9-15	31 days (250 hrs)	9.62
16 +	36 days (290 hrs)	11.15

6.1.2 Hours Accumulated During Leave:

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

6.1.3 Annual Leave During the First Year:

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

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

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

6.1.4 Unpaid Leave:

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

6.1.5 Maximum Accumulation:

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

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

6.1.6 Annual Leave Usage:

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

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

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

6.1.7 Annual Leave - Workers' Compensation:

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

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

6.1.8 Separation:

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

Alternatively, an employee separating from City service for any reason (including retirement) may make an irrevocable advance election before the first day of the month of separation to contribute accrued Annual Leave remaining at separation to the employee's account provided under the City's 457(b) deferred compensation plan. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made ~~(\$18,000 for 2017, plus catch-up contributions of \$6,000 for employees age 50 or older), which amount is established each year by the Internal Revenue Service.~~ If an employee elects to contribute Annual Leave to the 457(b) plan, any Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.

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

Buy-Back Guidelines:

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

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

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

60 Hours
80 Hours

80 Hours
80 Hours

140 Hours
160 Hours

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

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

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

6.1.10 Annual Leave Accrual Rates for Holidays:

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

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

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

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

6.2.1 Frozen Sick Leave – Definition:

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

6.2.2 Use of Frozen Sick Leave Hours:

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

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

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

6.2.3 Frozen Sick Leave - Leave Donation:

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

6.2.4 Frozen Sick Leave at Retirement:

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

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

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

SECTION 6.3 FAMILY MEDICAL LEAVE ACT:

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

ARTICLE VII NO SMOKING POLICY:

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

ARTICLE VIII NO STRIKE CLAUSE:

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

ARTICLE IX OVERTIME:

SECTION 9.1 TIME AND ONE-HALF AND DOUBLE TIME:

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

SECTION 9.2 "COMPENSATORY TIME":

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

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

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

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

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

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

ARTICLE X SALARY:

SECTION 10.1 BASE RATE SCHEDULE:

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

~~The City agrees to provide a five-percent (5%) salary increase to all members of the Association effective the first pay period in July, 2008. The salary ranges following October 17, 2018, the base rate of pay for all positions in the Association will~~ Members shall be updated accordingly.

~~The City agrees to provide a five-percent (5%) salary increase to all members of the Association effective the first pay period in July, 2009. The salary ranges for all positions in the Association will be updated accordingly.~~ The salary ranges for all positions in the Association will be updated accordingly.

~~The City agrees to provide a four-percent (4%) salary increase to all members of the Association effective the first pay period in July, 2015. The salary ranges for all positions in the Association will be updated accordingly by at least four-percent (4%) by moving each employee's base pay eight (8) steps up on the City's salary grid.~~

~~The City agrees to provide a four-percent (4%) salary increase to all members of the Association effective the first pay period in July, 2016. The salary ranges for all positions in the Association will be updated accordingly by at least four-percent (4%) by moving each employee's base pay eight (8) steps up on the City's salary grid. Position Library and Compensation Plan.~~

~~Effective October 19, 2013, the first full pay period following July 1, 2019, the base rate of pay for all Members shall be increased for Tier I, Tier II and Tier III employees by at least ten and approximately one-half percent (10.5%) by moving each employee's base pay by twenty-one (21) steps up on the City's salary grid. The salary ranges for all positions in the CPEA will be updated accordingly in the City's Position Library and Compensation Plan.~~

~~To ensure that the bottom step of the salary range for Detectives will be two and one-half percent (2.5%) greater than the top step of the salary range for all positions in Corporals, effective the first full pay period following October 17, 2018, the Association will base rate of pay for Detectives shall be updated accordingly. As used herein, Tier I, Tier II and Tier III employees shall mean employees who does not qualify as Tier IV or "new members" under Section 3.5.2 above. increased by approximately one-half of one percent (0.5%) by moving the base pay for Detectives one (1) step up on the City's salary grid. The salary ranges for Detectives will be updated accordingly in the City's Position Library and Compensation Plan.~~

SECTION 10.2 COMPARABLE CITIES/BENCHMARK:

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

Accordingly, the City and the CPEA agree to meet and collect total compensation data within 60 days prior to the end of this agreement. The City and CPEA agree that total compensation shall consist of the following categories: salary and wages, any social security (FICA) benefits (including Medicare) which would normally be the responsibility of the employee, retirement benefits, health care premiums (including medical, dental, optical, or other), reimbursement

programs for medical expenses, deferred compensation amounts paid by the City, insurance premiums, holidays, uniform allowances, educational incentives, longevity payments, and any other payments made by the City which may be agreed to at a later date by the City and GPECPEA.

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

SECTION 10.3 PROMOTIONS:

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

SECTION 10.4 POLICE OFFICER I TO POLICE OFFICER II PROMOTIONS:

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

ARTICLE XI SPECIAL COMPENSATION:

SECTION 11.1 HAZARD AND ASSIGNMENT PAY:

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

- A. Any member assigned to a task force or team comprised of personnel from multiple agencies
- B. Canine Officer, Canine Detective
- C. Domestic Violence Response Team
- D. Field Training Officer /Corporal
- E. Special Enforcement Team Officer / Corporal
- F. Investigative Unit (Police Officers I and II who are temporarily assigned to the Investigative Services Division within the Detective Bureau or assigned to a Task Force)

G. Motor Officer, Accident Investigator, Commercial Enforcement Officer, or Corporal in the Traffic Division (understood to be "hazard pay")

H. School Resource Officer

i. Personnel and Training Officer / Corporal

J. Professional Standards Unit Detective

K. Youth Diversion Team Detective

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

A. Senior Detective

SECTION 11.2 COURT ASSIGNMENT:

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court. Officers will be paid based on actual travel time to any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

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

SECTION 11.3 LONGEVITY PAY:

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

- * After five (5) years of regular service \$1,120.00
- * After ten (10) years of regular service \$1,320.00
- * After fifteen (15) years of regular service \$1,520.00
- * After twenty (20) years of regular service \$1,720.00

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

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

SECTION 11.4 MARKSMANSHIP PROFICIENCY:

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

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

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

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

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

SECTION 11.6 SPANISH LANGUAGE PAY:

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

ARTICLE XII WORK SCHEDULE:

SECTION 12.1 COMPRESSED WORK WEEK SCHEDULE:

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

Members assigned to Field Operations will be required to work a 28 day/160 hour payroll cycle. Members will work 37 ½ hours per week during the payroll cycle, but will be compensated for 40 hours. This practice will result in the advance of 2 ½ hours of "paid, not worked each week, for a

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

Holiday time will be paid and accrues at a rate of 10 hours worked for each holiday according to the terms of the existing MOU. As a result, members working the 3/12 ½ work schedule who take a holiday off will be short 2 ½ hours. These shortages may be mitigated by: making up the 2 ½ hours with annual leave or compensatory time or working an additional 2 ½ hours during the same seven day week or, taking 2 ½ hours leave without pay.

ARTICLE XIII NOTICE REGARDING LAYOFFS:

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

ARTICLE XIV PRIOR AND EXISTING CONDITIONS:

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

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

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

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

ARTICLE XV BEGINNING OF NEGOTIATIONS:

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

ARTICLE XVI AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

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

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

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

ARTICLE XVII MANAGEMENT RIGHTS:

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

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

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

SIGNATURES:

Date:

Darrell Talbert

Employee Relations Officer

City Manager

Date:

Kerry Eden

Assistant City Manager / Administrative
Services Director

Date:

Jason Perez

Association President

Date:

Wade Arens

Unit Negotiator

FINAL

CORONA POLICE EMPLOYEES ASSOCIATION

MEMORANDUM of UNDERSTANDING

**July 1, 2018
through
June 30, 2020**

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ARTICLE I RECOGNITION:

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

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

The CPEA members and the City agree to enter into this MOU effective October 17, 2018. In the event agreement is not made for a new MOU prior to June 30, 2020, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

ARTICLE II ASSOCIATION ACTIVITIES:

SECTION 2.1 TIME BANK:

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

ARTICLE III BENEFITS:

SECTION 3.1 BANKING PRIVILEGES:

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

SECTION 3.2 FLEXIBLE BENEFIT ALLOWANCE:

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

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

SECTION 3.3 INSURANCE:

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

3.3.1 *Short-Term Disability Insurance:*

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

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

3.3.2 *Long-Term Disability Insurance:*

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

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

3.3.3 *Life Insurance & Accidental Death and Dismemberment:*

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

3.3.4 *Medical Insurance:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.5 *Medical Insurance Opt Out:*

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

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

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

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

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

3.3.6 Retirement Healthcare Savings Account:

Tier II, III and Tier IV Employees: Employees hired on or after October 13, 2007, shall receive \$5,000 annually, paid at \$1,250 per quarter, deposited into a Retirement Healthcare Savings Account. The employee must choose a single provider for this benefit.

3.3.7 Retiree Medical Insurance:

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

The City affirms the Tier 1 Lifetime Health Benefit by implementing an employee and retiree medical insurance premium contributions agreement to provide a mechanism that provides additional assurance that Tier 1 lifetime health benefits will not be revoked or negotiated away by future members of management, City Councils, and or union representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Retiree. The inclusion of this vesting language is to comply with the United States Supreme Court's decision

in M&G Polymers v. Tackett, (2015) 135 S.Ct. 926, requiring the intent to vest a benefit be explicitly set forth.

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

3.3.8 Retiree Health Alternative:

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

3.3.9 Retiree Life Insurance:

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

3.3.10 Employee Assistance Program (EAP):

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

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

3.3.11 Medicare Contribution:

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

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

SECTION 3.5 P.E.R.S.:

3.5.1 CalPERS "Classic" Members:

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

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

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

3.5.2 CalPERS "New" Members:

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

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

Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the normal cost of the 2.7 percent at 57 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2.7 percent at 57 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform CalPERS New Members of the actual mandatory employee contribution when

CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the employee's paycheck.

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

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

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

SECTION 3.6 TUITION REIMBURSEMENT:

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

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

3.6.1 *Pre-Approval:*

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

3.6.2 *Reimbursable Costs:*

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

3.6.3 *Administration:*

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

3.6.4 *Procedure:*

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available

from the Human Resources Department, and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution. (The request will be submitted through the employee's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final.)

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

SECTION 3.7 UNIFORM ALLOWANCE:

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

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

SECTION 3.8 SPECIAL PROVISIONS:

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

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

3.8.1 *Take Home Vehicles:*

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

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

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

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

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

SECTION 3.9 DEFERRED COMPENSATION:

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

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

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

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

ARTICLE IV EXTENSION OF PROBATION PERIOD:

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

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

ARTICLE V HOLIDAYS:

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

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

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

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

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

If a Member's regularly scheduled work shift begins on one of the designated holidays listed below, the Member shall be paid time and one-half (1.5) for the hours worked on that entire shift. If a Member's

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

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

ARTICLE VI LEAVES:

SECTION 6.1 ANNUAL LEAVE - DEFINITION:

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

6.1.1 *Accrual of Annual Leave Hours:*

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

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

Employees shall accrue Annual Leave based on the following formula:

YEARS OF SERVICE	ANNUAL ACCRUAL	HOURLY RATE PER PAY PERIOD
1-5	26 days (210 hrs)	8.08
6-8	28 days (226 hrs)	8.69
9-15	31 days (250 hrs)	9.62
16 +	36 days (290 hrs)	11.15

6.1.2 *Hours Accumulated During Leave:*

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

6.1.3 Annual Leave During the First Year:

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

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

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

6.1.4 Unpaid Leave:

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

6.1.5 Maximum Accumulation:

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

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

6.1.6 Annual Leave Usage:

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

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

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

6.1.7 Annual Leave - Workers' Compensation:

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

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

6.1.8 Separation:

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

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

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

Buy-Back Guidelines:

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

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

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

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

Payment shall be made on the Friday after the pay day for the first full pay period of the Buy-Back Period. If an employee does not meet the requirements for a buy-back as outlined above as of the end of the Buy-Back Period, no buy-back payment will be made, provided that an employee meeting the requirements for a lower buy-back amount than elected by the employee will have his or her election automatically adjusted and will receive the corresponding lower buy-back payment. For example, if an employee submits an Annual Leave Buy-Back Request to buy back 140 hours of Annual Leave, but has only used 40 hours of Annual Leave during

the Buy-Back Period, the employee's election will be automatically adjusted to request a buy-back of 120 hours. Employees may not elect to buy back Annual Leave that has accrued during a previous Buy-Back Period. Employees must submit a new Annual Leave Buy-Back Request for each Buy-Back Period and failure to submit an Annual Leave Buy-Back Request will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period.

6.1.10 Annual Leave Accrual Rates for Holidays:

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

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

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

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

6.2.1 Frozen Sick Leave – Definition:

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

6.2.2 Use of Frozen Sick Leave Hours:

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

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

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

6.2.3 Frozen Sick Leave - Leave Donation:

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

6.2.4 Frozen Sick Leave at Retirement:

Members who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of their

unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee's hourly rate in effect at the time of separation. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.

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

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

SECTION 6.3 FAMILY MEDICAL LEAVE ACT:

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

ARTICLE VII NO SMOKING POLICY:

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

ARTICLE VIII NO STRIKE CLAUSE:

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

ARTICLE IX OVERTIME:

SECTION 9.1 TIME AND ONE-HALF AND DOUBLE TIME:

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

SECTION 9.2 "COMPENSATORY TIME":

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

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

If compensation is paid to a Unit member for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the

payment. A member of the Unit may, at his/her election, buy back a maximum of 160 hours of accrued compensatory time on a designated date in November of each year. No minimum amount of hours shall be required to remain in the CTO bank.

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

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

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

ARTICLE X SALARY:

SECTION 10.1 BASE RATE SCHEDULE:

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

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

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

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

SECTION 10.2 COMPARABLE CITIES/BENCHMARK:

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

Accordingly, the City and the CPEA agree to meet and collect total compensation data within 60 days prior to the end of this agreement. The City and CPEA agree that total compensation shall consist of the following categories: salary and wages, any social security (FICA) benefits (including Medicare) which would normally be the responsibility of the employee, retirement benefits, health care premiums (including medical, dental, optical, or other), reimbursement programs for medical

expenses, deferred compensation amounts paid by the City, insurance premiums, holidays, uniform allowances, educational incentives, longevity payments, and any other payments made by the City which may be agreed to at a later date by the City and CPEA.

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

SECTION 10.3 PROMOTIONS:

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

SECTION 10.4 POLICE OFFICER I TO POLICE OFFICER II PROMOTIONS:

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

ARTICLE XI SPECIAL COMPENSATION:

SECTION 11.1 HAZARD AND ASSIGNMENT PAY:

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

- A. Any member assigned to a task force or team comprised of personnel from multiple agencies
- B. Canine Officer, Canine Detective
- C. Domestic Violence Response Team
- D. Field Training Officer /Corporal
- E. Special Enforcement Team Officer / Corporal
- F. Investigative Unit (Police Officers I and II who are temporarily assigned to the Investigative Services Division within the Detective Bureau or assigned to a Task Force)

- G. Motor Officer, Accident Investigator, Commercial Enforcement Officer, or Corporal in the Traffic Division (understood to be "hazard pay")
- H. School Resource Officer
- I. Personnel and Training Officer / Corporal
- J. Professional Standards Unit Detective
- K. Youth Diversion Team Detective

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

- A. Senior Detective

SECTION 11.2 COURT ASSIGNMENT:

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court. Officers will be paid based on actual travel time to any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

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

SECTION 11.3 LONGEVITY PAY:

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

- After five (5) years of regular service \$1,120.00
- After ten (10) years of regular service \$1,320.00
- After fifteen (15) years of regular service \$1,520.00
- After twenty (20) years of regular service \$1,720.00

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

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

SECTION 11.4 MARKSMANSHIP PROFICIENCY:

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

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

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

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

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

SECTION 11.6 SPANISH LANGUAGE PAY:

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

ARTICLE XII WORK SCHEDULE:

SECTION 12.1 COMPRESSED WORK WEEK SCHEDULE:

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

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

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

Holiday time will be paid and accrues at a rate of 10 hours worked for each holiday according to the terms of the existing MOU. As a result, members working the 3/12 ½ work schedule who take a holiday off will be short 2 ½ hours. These shortages may be mitigated by: making up the 2 ½ hours with annual leave or compensatory time or working an additional 2 ½ hours during the same seven day week or, taking 2 ½ hours leave without pay.

ARTICLE XIII NOTICE REGARDING LAYOFFS:

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

ARTICLE XIV PRIOR AND EXISTING CONDITIONS:

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

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

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

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

ARTICLE XV BEGINNING OF NEGOTIATIONS:

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

ARTICLE XVI AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

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

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

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

ARTICLE XVII MANAGEMENT RIGHTS:

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

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

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

SIGNATURES:

Date: _____

Darrell Talbert
Employee Relations Officer
City Manager

Date: _____

Kerry Eden
Assistant City Manager / Administrative
Services Director

Date: _____

Jason Perez
Association President

Date: _____

Wade Arens
Unit Negotiator