



CORONA SUPERVISORS ASSOCIATION

MEMORANDUM OF UNDERSTANDING

June 5, 2019 – June 30, 2021

Memorandum of Understanding – Corona Supervisors Association
June 5, 2019 – June 30, 2021

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ARTICLE I - RECOGNITION:

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

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

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

ARTICLE II - BEGINNING OF NEGOTIATIONS:

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

ARTICLE III - ASSOCIATION ACTIVITIES:

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

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

The amount to be deducted shall be certified to the Human Resources Department of the City thirty (30) days prior to the effective date by the exclusive representative. No deductions will be made when the salary, after taxes, retirement, garnishments or other deductions authorized by the member or required by law is insufficient to pay said dues, etc. The exclusive representative agrees to defend, indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this provision.

Section 3.2 - Use of City Equipment and Facilities:

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

Section 3.3 - Grievances:

Members of the CSA's Board of Directors and its officers, not to exceed three, may be allowed reasonable time away from their City duties to expeditiously investigate and assist in the process of grievances without loss of pay. At the time a grievance is filed, an appropriate CSA Board member will be assigned for representation.

Section 3.4 - Meet and Confer:

The City will provide up to two hours per month beginning five months before the end of this MOU for a specified seven members of CSA to prepare for meet and confer activities. A list of the seven

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

Section 3.5 - Notification Regarding Reclassification:

In any case, when the City determines to reclassify the position classification of an Association member in a manner which will decrease the number of Association members who are represented or eligible for membership by CSA, City shall notify CSA in writing of the change at least thirty (30) days prior to the proposed effective date of the change.

ARTICLE IV - BENEFITS:

Section 4.1 - Deferred Compensation:

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

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

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

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

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

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- G. If there is a default or the loan does not meet the requirements outlined above, the outstanding loan balance will be reported as a taxable distribution in addition to the amount of cash distributed from the plan, and may be subject to additional taxes for early withdrawal.

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

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

Section 4.2 - Insurance:

4.2.1 Medical Insurance:

- (A) Tier I Employees: The City agrees to provide a monthly medical insurance allowance (“**Medical Allowance**”) to Members hired prior to January 1, 1999 (“**Tier I Employee**”) to be used for the purpose of purchasing mandatory health coverage under PEMHCA for the Member and his or her eligible dependents. Effective January 1, 2018, the Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule (“**Base Contribution Rate**”), plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable.
- (1) \$601.42 per month for Members electing Employee only coverage;
 - (2) \$1,202.83 per month for Members electing Employee plus one dependent coverage; or
 - (3) \$1,563.67 per month for Members electing Employee plus two or more dependents coverage.

The Medical Allowance will be made available through the Cafeteria Plan. The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment.

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

- (B) Tier II Employees: The City agrees to provide a Medical Allowance to Members hired on or after January 1, 1999 (“**Tier II Employee**”) to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective January 1, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference

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between the Base Contribution Rate and the following amounts, as applicable.

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

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

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

Subject to the limitations set forth below, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any (“Medical Difference”), may be allocated toward the purchase of other Cafeteria Plan benefits or may be taken as a taxable cash payment, in accordance with the terms of the Cafeteria Plan. The maximum Medical Difference to which an employee is entitled shall be as follows:

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

Effective the first full pay period following June 5, 2019, no Medical Difference shall be provided to any member of CSA and, thereafter, the excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment.

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

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

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

The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment.

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

- (D) Tier IV Employees: The City agrees to provide a Medical Allowance to Members hired on or after November 14, 2017 (“**Tier IV Employee**”), to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective November 14, 2017, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

- (1) \$473.46 per month for Members electing Employee only coverage;
- (2) \$946.92 per month for Members electing Employee plus one dependent coverage; or
- (3) \$946.92 per month for Members electing Employee plus two or more dependents coverage.

Effective the first full pay period following June 5, 2019, the Medical Allowance for Tier IV Employees shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable:

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

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

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

The excess of the Medical Allowance remaining after purchase of mandatory health coverage through PEMHCA, if any, may **NOT** be allocated toward the purchase of other Cafeteria Plan benefits and may **NOT** be taken as a taxable cash payment.

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4.2.2 Medical Insurance Opt Out:

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

Prior to January 1, 2018

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

Effective January 1, 2018

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

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

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

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

4.2.3 Retiree Medical Insurance:

(A) Tier I Retirees: The City agrees to provide a monthly medical insurance premium payment ("**Premium Payment**") to Members hired prior to January 1, 1999, who retire from the City of Corona under the CalPERS system ("**Tier I Retiree**") for the purpose of purchasing health coverage under PEMHCA for the Tier I Retiree and his or her eligible dependents. The Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS, and (2) a reimbursement to the Tier I

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Retiree of the monthly premium for the medical insurance plan actually paid by the Tier I Retiree (“**Reimbursement**”). The Reimbursement shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2006 shall only be entitled to a Premium Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the “Other Southern California Counties” rate) and the Medicare reimbursement. If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

The City hereby affirms its intent to protect the retirement health benefits of Tier I Retirees, who remain continuously employed by the City. These Tier 1 Retirees shall be entitled to a Premium Payment equal to (1) the Base Contribution Rate payable to CalPERS and (2) the Reimbursement, for the purpose of purchasing health coverage offered through PEMHCA for the Tier I Retiree and his or her eligible dependents. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2006 shall only be entitled to a Premium Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS designated classification for Riverside County (currently the “Other Southern California Counties” rate).

Affirm Tier 1 Lifetime Health Benefit by implementing an employee and retiree medical insurance premium contributions agreement to provide a mechanism that provides additional assurance that Tier 1 lifetime health benefits will not be revoked or negotiated away by future members of management, union representatives or City Councils.

(B) Tier II, Tier III and Tier IV Retirees: Members hired on or after January 1, 1999, who retire from the City of Corona under the CALPERS system (“**Tier II, III and IV Retirees**”), shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City of Corona to CalPERS in the amount equal to the Base Contribution Rate only. Tier II, III and IV Retirees shall not be reimbursed or otherwise receive payment from the City for health insurance premiums in excess of said Base Contribution Rate. The City will not reimburse Tier II, III and IV Retirees for premiums paid to Social Security for health insurance through Medicare.

4.2.4 Tier I Retiree Health Alternative:

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

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

4.2.5 Family Medical Leave Act / California Family Rights Act:

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

4.2.6 Medicare Contribution:

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

4.2.7 Short-Term Disability Insurance:

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

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

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

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

4.2.8 Long-Term Disability Insurance:

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

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

- Benefit level shall be 66 2/3% of basic monthly earnings;
- Maximum monthly benefit (\$10,000.00)

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- Elimination Period (Waiting period): 90 days
 - Ability to utilize annual leave to supplement disability payments.

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

4.2.9 Life Insurance & Accidental Death and Dismemberment:

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

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

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

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

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

Section 4.3 - Public Employees Retirement System (CalPERS):

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

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

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

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

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

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

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

Mandatory Employee Contribution: CalPERS New Members are required to pay for a portion of the cost of the 2 percent at 62 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2 percent at 62 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the employee’s paycheck.

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

4.3.3 Additional Benefits:

- § 20042 “Final Compensation”—One Year—Local Member
Final Compensation determined by “Highest Single Year of Service”
*For CalPERS Classic Members only
- § 20037 Final Compensation – 3 Years
*For CalPERS New Members only
- § 20903 Additional Service Credit (Golden Handshake)—Local Member
Two Years Additional Service Credit
- § 21022 “Public Service”—Layoff Period—Local Member (Any and all associated costs are borne by the member electing to purchase the service credit)
- § 21024 “Public Service”—Military Service—Local Member
Military Service Credit as Public Service (Any and all associated costs are borne by the Member electing to purchase the service credit)
- §21548 Pre-Retirement Option 2W Death Benefit (Benefit to be provided commencing the first full pay period after September 7, 2013)
- § 21574 1959 Survivor Allowance—Fourth Level—Local Member
The City will authorize an increase of the PERS 1959 Survivor Benefit from Level Three to Level Four effective February 4, 2006, with the difference in costs to be paid by the Association member (contingent on PERS contractual requirements)
- § 22825.6 Medical contribution for Retirees

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

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

Section 4.4 - Tuition Reimbursement:

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

Subject to satisfaction of all criteria set forth in this Section 4.4, for education plans approved in writing by the City on or after November 14, 2017, the City shall reimburse Members for the costs described in Section 4.4.2 up to a maximum amount of \$2,500 per employee per fiscal year (“Fiscal Year Maximum”) and a lifetime maximum amount of \$10,000 per employee (“Lifetime Maximum”). For education plans approved in writing by the City on or before November 13, 2017, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

4.4.1 Pre-Approval:

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

4.4.2 Reimbursable Costs:

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

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4.4.3 Administration:

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

4.4.4 Procedure:

1. Reimbursement will be for formal education completed through an accredited college or university that leads to a job-related degree or certificate. Prior approval must be obtained by completing the College Tuition & Textbook Reimbursement Request available from Human Resources and a plan indicating the requisite course work leading to the degree or certificate approved by the educational institution.

(The request will be submitted through the Association member's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final).

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

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

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ARTICLE V - HOLIDAYS:

Section 5.1 - Holiday Schedule:

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

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

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

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

Section 5.2 - Annual Leave Accrual Rates for Holidays:

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

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Section 5.3 - Overtime Compensation for Holidays:

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

ARTICLE VI - REDUCTION IN WORK FORCE:

Section 6.1 - Layoff Policy:

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

- a) Holds the title of "supervisor" or the equivalent; or
- b) Supervises at least two other full-time employees in their daily functions; or
- c) Evaluates the performance of and effectively recommends the disciplinary action of two or more full-time subordinate employees.

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

6.1.1 Order of Separation:

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

1. A listing shall first be compiled of the Association members in the affected class based upon years of service in the class with the least senior heading the list. The listing then shall be divided into subcategories in such a manner that each subcategory shall include only those with a length of service difference of not more than two years; again with the least senior heading the list.
2. Association members in the first subcategory must be laid off before Association members listed in the second category, etc.
3. Within each subcategory Association members are listed by length of service in the class. Then the most proficient Association members are placed at the top of the subcategory and the least proficient Association members are placed at the bottom.

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4. Association members are laid off by the rank order established.

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

6.1.2 Bumping Rights: The Association member laid off shall be entitled to displace to a position in a class in which he/she formerly held an appointment and in which there is an Association member with less seniority in service in the class and if physically and mentally able to perform the duties of the former class. The Association member displaced shall be considered as laid off for the same reason as the person who displaced him/her and shall in the same manner be eligible to displace a position and class in which he/she formerly held a position. In cases of equal seniority, the more proficient Association member shall be retained.

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

6.1.3 Notice:

Each Association member laid off shall be given written notice of layoff not less than one month prior to the effective date, or shall be paid severance in the amount of 160 hours (equating to one month) and shall be advised of reemployment status. Employees who have accrued Annual Leave will be permitted to remain in paid status and exhaust all Annual Leave and /or Compensatory time. For the purpose of pay and benefits, all remaining entitlements left as of the date of separation shall be paid out to the employee on their final check. This applies specifically to Frozen Sick (in accordance with the provisions in section 7.2 of this MOU), Annual Leave, and /or Compensatory time (as applicable). Association members laid off or having used bumping rights shall be placed on a reemployment list for the classification held at the time of reduction. The reemployment list shall be maintained with the Association member with the greatest service in the class at the top of the list and others in order of service following.

6.1.4 Reemployment:

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

6.1.5 Reduction in Work Force:

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

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Section 6.2 - Furlough:

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

ARTICLE VII - LEAVES:

Section 7.1 - Annual Leave:

7.1.1 Annual Leave - Program Definition:

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

7.1.2 Accrual of Annual Leave Hours:

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

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

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

7.1.3 Annual Leave During the First Year:

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

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

7.1.4 Regular Status Upon Completion of Probation:

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

7.1.5 Unpaid Leave:

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

7.1.6 Maximum Accumulation:

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

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

7.1.7 Annual Leave Usage:

- a. Association members must use at least forty (40) hours of Annual Leave during each calendar year.
- b. Department heads are responsible for arranging leave schedules so that adequate personnel are available to carry on necessary City work.
- c. When practicable, Association members should be permitted to schedule annual leave at times most acceptable to the Association member. In large departments, the choice of vacation times should be arranged accordingly to seniority or some equitable method.
- d. Association members desiring to use annual leave time, which has not been previously scheduled, for illness or family emergency, shall report to their department to obtain authorization for the absence. The department head or designee may require the Association member to furnish satisfactory evidence justifying any such request.
- e. Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Department, after prolonged, serious, or repetitious illness, injury, or major surgery. An Association member's return to duty following illness or injury is subject to the approval of the

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Human Resources Department based upon medical information supplied by the Association member's physician and/or the City's examining physician.

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

7.1.8 Annual Leave - Workers Compensation:

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

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

Buy Back Guidelines:

Members may make an advance irrevocable election each year to buy back Annual Leave that will be accrued in the following 12 month period (commencing with the first full pay period of the fiscal year and ending with the last full pay period of that fiscal year) ("Buy-Back Period") by submitting an Annual Leave Buy-Back Request form during the last 15 days of June. Annual Leave buy back payments will be calculated at the employee's base rate as of the last full pay period of the Buy-Back Period. Notwithstanding anything in this MOU to the contrary, effective November 14, 2017, an employee's base rate of pay shall not include Bilingual Pay (Section 12.5) or Certification Pay (Section 12.1).

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

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

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

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

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

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an Annual Leave Buy-Back Request to buy back 140 hours of Annual Leave, but has only used 40 hours of Annual Leave during the Buy-Back Period, the employee's election will be automatically adjusted to request a buy-back of 120 hours. Employees may not elect to buy back Annual Leave that has accrued during a previous Buy-Back Period. Employees must submit a new Annual Leave Buy-Back Request for each Buy-Back Period and failure to submit an Annual Leave Buy-Back Request will result in the employee being prohibited from buying back Annual Leave for that Buy-Back Period.

7.1.10 Annual Leave – Tier I Employees:

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

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

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

Section 7.2 - Executive Leave:

The City will provide executive leave for exempt members of CSA in lieu of other compensation for overtime, except the City will pay time and one-half for hours worked in excess of forty (40) hours per week when paid from special accounts, not general funds. Exempt Members of CSA shall be granted Executive Leave of one hundred eight (108) hours during any calendar year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave mid-year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of December 31st of any calendar year does not carry over to the next calendar year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave.

ARTICLE VIII - NOTIFICATION REQUIREMENT:

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

ARTICLE IX - NO-STRIKE CLAUSE:

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

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

Any Association member found to have engaged in any action prohibited by this article shall be subject to immediate discharge or such other discipline as the City may access. Such discharge or discipline shall not be reviewable through any grievance procedure. The City and CSA agree that the City may withdraw any rights or privileges provided by the City to CSA in the event this provision is violated.

ARTICLE X - OVERTIME:

Section 10.1 Overtime Authorization:

Effective the first full payroll period following November 14, 2017, Public Safety Dispatch Supervisors and any other non-exempt positions shall be compensated, in lieu of any Executive Leave, overtime only for time worked in accordance with the standards and rules mandated under the Fair Labor Standards Act (“FLSA”) and not for time in paid status (e.g. no annual or other leave time or other paid time off shall be counted towards overtime eligibility). Tier I employee overtime pay rate calculation shall include the Tier I Longevity Pay.

Section 10.2 - Exceptions.

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

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

B. Notwithstanding Section 10.1, effective the first full pay period following June 5, 2019, Public Safety Dispatch Supervisors will be compensated overtime for time in paid status (e.g., leave and other paid time off shall be counted towards overtime eligibility) if and only if an “emergency staffing level” is in effect, as documented in a memorandum from the Police Chief to the City Manager. For purposes of this Section 10.2(B), an emergency staffing level exists when: (i) the City employs less than twenty (20) full-time equivalent (FTE) Public Safety Dispatchers who are fully qualified to perform their job duties; or (ii) the City employs less than four (4) FTE Public Safety Dispatch Supervisors who are fully qualified to perform their job duties. For purposes of this Section, no more than two (2) part time Public Safety Dispatchers shall be counted as one (1) FTE Public Safety Dispatcher for the purposes of this Section. To be fully qualified, a Public Safety Dispatcher or a Public Safety Dispatch Supervisor must have completed the requisite training and be capable of operating police, fire, and EMD calls for service and radio, as determined by the Police Chief. For purposes of calculating the number of FTE Public Safety Dispatchers or FTE Public Safety Dispatch Supervisors, employees who are using Annual Leave pursuant to Article VII (other than Section 7.1.8) or are otherwise on short-term approved leaves, such as those listed in Section 10.2(A), shall be included. The City and CSA agree to review and evaluate the necessity of this Section 10.1(B) when the term of this MOU expires as set forth in Section 14.1.

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

Section 10.3 Compensatory Time:

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

ARTICLE XI - SALARY:

Section 11.1 - Salary Range and Merit Increases:

Each position shall be assigned a salary range. Association members may advance annually within the salary range, except that the City Manager may advance an Association member sooner for meritorious reasons. An Association member who receives an overall performance rating of “Satisfactory” or better from his/her supervisor shall be advanced a minimum of 5%, up to the top of the position’s salary range.

Section 11.2 - Benchmark Positions:

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

Section 11.3 - Compaction Adjustments:

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

Compaction relief shall be granted at the time compaction occurs.

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

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

Section 11.4 - Comparable Cities:

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

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Section 11.5 - Meet and Confer:

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

ARTICLE XII - SPECIAL COMPENSATION:

Section 12.1 - Certification Pay:

"Certification" is defined as any State issued documentation representing that the holder is recognized as having achieved a specified level of competency within the designated position. The City will pay Certification Pay to eligible members of the Corona Supervisors Association as follows:

12.1.1 Professional Engineer Registration:

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

12.1.2 Emergency Medical Dispatch Certification:

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

12.1.3 – Department of Water and Power Employees Certification Pay:

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

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

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

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

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

The City shall reimburse employees of the Department of Water and Power for the State certification fee and re-certification fee upon proof of the employee's successful completing the certification.

Section 12.2 - Call-Out Pay:

The City agrees that designated supervisors within various departments shall be awarded four (4) hours at their current rate of pay per pay period in lieu of additional compensation for regularly scheduled "call-out" assignments. Effective July 8, 2006 Call-Out pay will be paid at the "top step" of the Association member's salary range.

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

Department of Water and Power:

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

Maintenance Services Division

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

Parks & Community Services Department:

- Recreation Supervisor

Police Department:

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

Public Works Department:

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

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

Section 12.3 - Longevity Pay:A. All CSA Members.

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

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

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

B. Tier I CSA Members.

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

Section 12.4 - Shift Differential:

The City will provide Shift Differential of 7.5% of regular base salary for Swing Shift assignments and 10% of regular base salary for Graveyard Shift assignments for Police Records Supervisors and Public Safety Dispatch Supervisors.

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

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

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

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Section 12.5 - Bilingual Pay:

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

Section 12.6 - Uniform Allowance:

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

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

Association members must have worked at least one day during the quarter during which Uniform Allowance is paid and must be on the City payroll (or on Annual Leave or workers compensation status) on the day Uniform Allowance is paid in order to receive this benefit. If an Association member is on FMLA leave for the entire quarter and works no days during that quarter, the benefit will not be received. Association members who resign, retire, or otherwise terminate employment prior to the date the benefit is paid will not be entitled to a pro-rated payment.

Section 12.7 - Pay for Working in a Higher Classification:

Association members who are assigned through a Personnel Action Form to a higher level position for more than one hundred twenty (120) consecutive working hours shall be compensated for all those hours worked in the higher classification as follows:

12.7.1 Supervisory Position:

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

12.7.2 Management Position:

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

ARTICLE XIII - WORK SCHEDULE:

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

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ARTICLE XIV - PRIOR AND EXISTING CONDITIONS:

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

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

The parties agree that each has had full and unrestricted right and opportunity to make, advance, and discuss all matters properly within the province of meeting and conferring. This MOU constitutes the full and complete agreement of the parties and there are no other, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in reopening meet and confer regarding wages, hours, and other terms and conditions of employment.

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

Section 14.1 Term of MOU:

The City and CSA agree that the term of this MOU shall be from June 5, 2019 to June 30, 2021. In the event agreement is not made for a new MOU prior to June 30, 2021, the provisions of this MOU shall remain in force until the successor MOU is approved.

Section 14.2 Additional One-Time Payments:

A. One-Time Payments.

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

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

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

All members of CSA who are employed by the City on January 1, 2021, excluding employees who have separated from the City on or prior to January 1, 2021 but remain in paid status while the employee's accrued Annual Leave is being exhausted, shall receive a one-time separate

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payment equal to Three Thousand Eight Hundred Dollars (\$3,800.00) on or before January 4, 2021.

B. No “Roll-Up” Effect.

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

ARTICLE XV - AGREEMENT TO MAINTAIN A “LIVING DOCUMENT”:

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

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

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

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ARTICLE XVI - MANAGEMENT RIGHTS:

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

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


ARTICLE XVII - SIGNATURES:

DATE: 6/10/2019

DocuSigned by:



Mitch Lansdell
Employee Relations Officer
Acting City Manager

DATE: 6/10/2019

DocuSigned by:


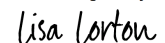
Kerry Eden
Assistant City Manager / Administrative
Services Director

DATE: 6/6/2019

DocuSigned by:


Dennis Ralls
CSA Board President

DATE: 6/10/2019

DocuSigned by:


Lisa Lorton
CSA Board Vice President