RESOLUTION NO. 2017-118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONA AUTHORIZING UNILATERAL IMPLEMENTATION OF CHANGES IN WAGES, HOURS AND TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE CORONA SUPERVISORS ASSOCIATION

WHEREAS, the City of Corona, a municipal corporation organized under the laws of the State of California ("City"), and the Corona Supervisors Association, a recognized employee organization ("CSA"), entered in a Comprehensive Master Memorandum of Understanding effective July 1, 2009 through June 30, 2015, as updated on October 16, 2013 and as amended by six (6) duly approved Side Letter Agreements entered into or effective on or about August 24, 2013, November 20, 2013, July 26, 2014, June 3, 2015, May 23, 2017 and June 21, 2017 ("MOU");

WHEREAS, the City and CSA have met and engaged in extensive negotiations over the terms of a successor MOU during the period of April 2016 to August 2017 in an effort to agree on the terms of a successor MOU;

WHEREAS, after meeting and conferring in good faith, the City issued its last, best and final offer on or about July 25, 2017;

WHEREAS, on or about August 30, 2017 the City declared impasse;

WHEREAS, CSA requested fact-finding pursuant to the Meyers-Milias-Brown Act;

WHEREAS, the parties engaged in a fact-finding hearing on October 16, 2017;

WHEREAS, on or about October 31, 2017 the Neutral Fact-Finder Panel Chair issued her report of written facts and recommended terms of settlement ("Fact-Finder Recommendation Report");

WHEREAS, pursuant to Government Code Section 3505.5, fact-finding is advisory only;

WHEREAS, the Fact-Finder Recommendation Report was made available to the public on November 2, 2017;

WHEREAS, pursuant to Government Code Section 3505.7, ten (10) or more days after the fact-finding panel's submission of the Fact-Finder Recommendation Report, the

City may, after holding a public hearing regarding the impasse, implement its last, best, and final offer; and

WHEREAS, following its consideration of the Fact-Finder Recommendation Report and the City's last, best and final offer, as well as all testimony and evidence presented at the public hearing held on November 14, 2017, including, but not limited to, the agenda report for this Resolution, the City Council adopts this Resolution;

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

1. The City Council hereby authorizes the unilateral implementation of those changes in wages, hours and terms and conditions of employment for employees in the CSA bargaining unit described in Exhibit "A" attached hereto and incorporated herein by reference, which incorporates the changes in language to the MOU consistent with the City's last, best and final offer.

2. This Resolution shall take precedence over any conflicting ordinance sections, rules, regulations, memoranda of understanding or other documentary provisions.

3. Except as modified in Exhibit "A" attached hereto, all other terms and conditions of employment contained in the MOU are unchanged by this Resolution and shall continue in full force and effect to the extent required by California law.

4. Nothing in this Resolution shall be construed as depriving CSA of its right to meet and confer on matters within the scope of representation, whether or not such matters are included in this Resolution, prior to adoption of the City's annual budget or as otherwise required by law.

5. If any provision or any part of this Resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions or parts of the provisions of this Resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

6. The City Clerk shall certify as to the adoption of this Resolution, and it shall be effective as of the date passed, approved and adopted.

PASSED, APPROVED, AND ADOPTED this 14th day of November, 2017.

Mayor of the City of Corona, California

ATTEST:

City Clerk of the City of Corona, California

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CERTIFICATION

I, Lisa Mobley, City Clerk of the City of Corona, California, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Corona, California, at a regular meeting thereof held on the 14th day of November 2017, by the following vote:

AYES:	**FOX, HALEY, SCOTT**
NOES:	**MONTANEZ, SPIEGEL**
ABSENT:	**NONE**
ABSTAINED:	**NONE**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Corona, California, this 14th day of November 2017.

City Clerk of the City of Corona, California

(SEAL)

EXHIBIT "A"

CITY OF CORONA
TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES IN THE BARGAINING UNIT REPRESENTED BY THE

CORONA SUPERVISORS ASSOCIATION

(UNILATERAL IMPLEMENTATION EFFECTIVE: 11-14-17)

1. INTRODUCTION.

Pursuant to Resolution No. 2017-118, duly adopted at a special meeting of the City Council of the City of Corona on November 14, 2017, the City Council imposes its last, best and final offer by declaring that the terms and conditions of employment listed below shall be made applicable to employees in the bargaining unit represented by CSA pursuant to the California Meyers-Milias-Brown Act. The imposed terms and conditions of employment are described below as they change the terms and conditions of employment as set forth in the Comprehensive Master Memorandum of Understanding effective July 1, 2009 through June 30, 2015, as updated on October 16, 2013 and as amended by six (6) duly approved Side Letter Agreements entered into or effective on or about August 24, 2013, November 20, 2013, July 26, 2014, June 3, 2015, May 23, 2017 and June 21, 2017 ("MOU").

2. TERMS AND CONDITIONS OF EMPLOYMENT.

2.1 Elimination of Flexible Benefit Allowance. Section 4.2 (Flexible Benefit Allowance) of the MOU is hereby deleted in its entirety and replaced with the following:

> *"Section 4.2 - Flexible Benefit Allowance*
>
> No flexible benefit allowance shall be provided to any CSA employees hired on or after November 14, 2017, and effective January 1, 2018 no flexible benefit allowance shall be provided to any CSA member while an employee of the City. Flexible benefit allowances provided to employees hired on or before November 13, 2017 shall continue to be honored through December 31, 2017 pursuant to the MOU terms in effect on November 13, 2017.
>
> "

2.2 Medical Insurance & Medical Difference Caps. Section 4.3.1 (Medical Insurance) of the MOU is hereby deleted in its entirety and replaced with the following:

"4.3.1 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, 1999 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.

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 to be used for the purpose of purchasing mandatory health coverage offered through PEMHCA for the Member and his or her eligible dependents. Effective January 1, 2018, the Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the following amounts, as applicable.

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

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

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.

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

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

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

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

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

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

2.3 Medical Insurance Opt Out. Section 4.3.2 (Medical Insurance Opt Out) of the MOU is hereby deleted in its entirety and replaced with the following:

"4.3.2 Medical Insurance Opt Out

Subject to meeting the requirements set forth below, and in lieu of receiving the Medical Allowance and Medical Difference (if applicable), 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."

2.4 Tuition Reimbursement Cap. Section 4.5 (Tuition Reimbursement) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 4.5 - 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 4.5, 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 4.5.2 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 November 13, 2017, the Fiscal Year Maximum and the Lifetime Maximum shall not apply.

4.5.1 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.

4.5.2 Reimbursable Costs:

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

4.5.3 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.

4.5.4 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."

2.5 Base Rate of Pay for Annual Leave Buy-Back. Section 7.1.9 (Pay in Lieu of Annual Leave (Buy Back)) of the MOU is hereby deleted in its entirety and replaced with the following:

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

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

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

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

80 Hours	80 Hours	160 Hours

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

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

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

2.6 Overtime for Time Worked. Section 10.1 (Overtime Authorization) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 10.1 - Overtime Authorization:

Effective the first full payroll period following November 14, 2017, Police 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 three percent (3%) Off-Salary-Schedule-Pay."

2.7 Compensatory Time. Section 10.2 (Compensatory Time) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 10.2 - 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."

2.8 Certification Pay. Section 12.1 (Certification Pay) of the MOU is hereby deleted in its entirety and replaced with the following:

"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

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

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

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

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

2.9 Bilingual Pay. Section 12.5 (Spanish Language Pay) of the MOU is hereby deleted in its entirety and replaced with the following:

"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."

2.10 New Tier IV. A new Tier IV for purposes of certain employee benefits is hereby being created for employees hired on or after November 14, 2017. The following additional revisions to the MOU apply only to such Tier IV employees:

2.10.1 Deferred Compensation. Section 4.1 (Deferred Compensation) of the MOU is hereby amended to add the following paragraph:

"Section 4.1 - Deferred Compensation:

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."

2.10.2 Medical Insurance. Section 4.3.1 (Medical Insurance) of the MOU is hereby amended to add the following paragraph (D) (Tier IV Employees):

"4.3.1 Medical Insurance

(D) Tier IV Employees: The City agrees to provide a Medical Allowance to Members hired on or after November 14, 2017, 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.

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."

2.10.3 Retiree Medical Insurance. Paragraph (B) (Tier II and Tier III Retirees) of Section 4.3.3 (Retiree Medical Insurance) of the MOU is hereby deleted in its entirety and replaced with the following:

"4.3.3 Retiree Medical Insurance

(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."

Paragraph (A) (Tier I Retirees) of Section 4.3.3 (Retiree Medical Insurance) of the MOU remains unchanged and shall not be interpreted to be amended, modified or altered in any respect by the adoption of this document.

2.11 2% COLA. Section 11.8 (2017 Base Rate of Pay COLA) is hereby added to the MOU to read as follows:

"*Section 11.8 – 2017 Base Rate of Pay COLA:*

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

2.12 Applicability. The above terms and conditions of employment shall apply until such time as the City and CSA negotiate in good faith and reach an agreement for a successor MOU or other terms and conditions of employment are imposed as permitted by law. All other terms and conditions of employment of the expired MOU between the City and CSA shall continue in effect until the City and CSA negotiate in good faith and reach an agreement for a successor MOU or other terms and conditions are imposed by the City as permitted by law.