



CORONA GENERAL EMPLOYEES ASSOCIATION

COMPREHENSIVE MASTER MEMORANDUM OF UNDERSTANDING

July 1, 2009 – June 30, 2015

TABLE OF CONTENTS

ARTICLE I - RECOGNITION:..... 2

ARTICLE II - BEGINNING OF NEGOTIATIONS: 2

ARTICLE III - ASSOCIATION REPRESENTATIVES & ACTIVITIES: 2

SECTION 3.1 - ASSOCIATION REPRESENTATIVES: 2

SECTION 3.2 - ASSOCIATION REPRESENTATIVES' ACTIVITIES: 2

SECTION 3.3 - ACCESS TO CITY FACILITIES: 3

SECTION 3.4 - AGENCY SHOP:..... 3

SECTION 3.5 - ASSOCIATION AND EMPLOYEE RELATIONS INFORMATION: 5

SECTION 3.6 - ASSOCIATION GRIEVANCE PROCEDURES: 6

 3.6.1 *Grievances – Scope:*..... 6

SECTION 3.7 - TRAINING FOR ASSOCIATION REPRESENTATIVES: 6

SECTION 3.8 - TIME BANK: 6

ARTICLE IV - BENEFITS: 6

SECTION 4.1 - BANKING PRIVILEGES:..... 6

THE CITY SHALL PROVIDE, THROUGH ITS CONTRACTED BANK, A STANDARD-SIZE SAFE DEPOSIT BOX (1 PER UNIT MEMBER) FOR EMPLOYEES HIRED BEFORE JULY 15, 1987. 6

SECTION 4.2 - DEFERRED COMPENSATION:..... 7

SECTION 4.3 - FLEXIBLE BENEFIT ALLOWANCE 7

SECTION 4.4 - INSURANCE:..... 8

 4.4.1 *Medical Insurance:* 8

 4.4.2 *Medical Insurance Opt Out:*..... 9

 4.4.3 *Retiree Medical Insurance:*..... 10

 4.4.4 *Retiree Health Alternative* 10

 4.4.5 *Family Medical Leave Act / California Family Rights Act*..... 11

 4.4.6 *Short-Term Disability Insurance:*..... 11

 4.4.7 *Long-Term Disability Insurance:*..... 11

 4.4.8 *Life Insurance & Accidental Death and Dismemberment:* 11

 4.4.9 *Retiree Life Insurance:* 12

 4.4.10 *Employee Assistance Program (EAP):* 12

SECTION 4.5 - MEDICARE CONTRIBUTION:..... 12

SECTION 4.6 - PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS): 12

 4.6.1 *Formula and Contribution Rates for Tier I and Tier II Employees*..... 12

 4.6.2 *Formula and Contribution Rates for Tier III Employees* 13

 4.6.3 *Additional Benefits:*..... 13

SECTION 4.7 - ON-THE-JOB TRAINING:..... 14

SECTION 4.8 - TUITION REIMBURSEMENT: 14

 4.8.1 *Pre-Approval:*..... 14

 4.8.2 *Reimbursable Costs:* 14

 4.8.3 *Administration:*..... 15

 4.8.4 *Procedure:*..... 15

ARTICLE V - HOLIDAYS: 15

ARTICLE VI - LAYOFF PROCEDURE: 16

SECTION 6.1 - ORDER OF SEPARATION: 16

SECTION 6.2 - BUMPING RIGHTS:..... 16

SECTION 6.3 - NOTICE REQUIREMENT:..... 17

SECTION 6.4 - REEMPLOYMENT LIST:..... 17

ARTICLE VII - LEAVES: 18

SECTION 7.1 - ANNUAL LEAVE - DEFINITION:	18
SECTION 7.2 - ANNUAL LEAVE - POLICY:	18
7.2.1 Accrual of Annual Leave Hours:.....	18
7.2.2 Annual Leave During Initial Probation.....	18
7.2.3 Regular Status Upon Completion of Probation	18
7.2.4 Annual Leave Usage & Accumulation During Periods of Annual Leave:.....	18
7.2.5 Unpaid Leave:	19
7.2.6 Annual Leave Accrual Rates for Holidays:.....	19
7.2.7 Maximum Accumulation of Annual Leave	19
7.2.8 Annual Leave Usage:	19
7.2.9 Annual Leave - Workers Compensation:	19
7.2.10 Annual Leave – Separation From the City:	20
7.2.11 Pay in Lieu of Annual Leave (Buy Back):.....	20
7.2.12 Annual Leave – Tier I Employees.....	20
SECTION 7.3 - FROZEN SICK LEAVE (FORMER SICK LEAVE ACCOUNTS):	20
7.3.1 Frozen Sick Leave – Definition:	20
7.3.2 Use of Frozen Sick Leave Hours:	20
7.3.3 Frozen Sick Leave – Leave Donation	21
7.3.4 Frozen Sick Leave – Cash Payment Provisions:	21
ARTICLE VIII - OVERTIME:	21
SECTION 8.1 - OVERTIME AUTHORIZATION:	21
SECTION 8.2 - COMPENSATORY TIME:.....	22
ARTICLE IX - PROBATION PERIOD:	22
SECTION 9.1 - EXTENSION OF PROBATION: LEAVE WITHOUT PAY OR ON-THE-JOB INJURY:	22
SECTION 9.2 - EXTENSION OF PROBATION: DEPARTMENT HEAD’S DISCRETION:	22
SECTION 9.3 - PROBATION: PROMOTED ASSOCIATION EMPLOYEES:	22
ARTICLE X - COMPENSATION:	22
SECTION 10.1 - SALARY RANGE AND MERIT INCREASES:	22
SECTION 10.2 - CLASSIFICATIONS STUDIES AND PERFORMANCE EVALUATIONS:	23
SECTION 10.3 - TOTAL COMPENSATION / BENCHMARK POSITIONS:	23
SECTION 11.1 - SHIFT DIFFERENTIAL:	23
SECTION 11.2 - LONGEVITY PAY:.....	24
SECTION 11.3 - SPANISH LANGUAGE PAY:	25
SECTION 11.4 - ASSIGNMENT PAY:.....	25
11.4.1 Library - Circulation in Charge & Librarian in Charge:	25
11.4.2 Police Department - Animal Control Trainer:	25
11.4.3 Police Department - Lead Animal Control Officer	25
11.4.4 Police Department – Lead Records Technicians:.....	25
11.4.5 Police Department – Relief Dispatch Supervisors:	25
11.4.6 Police Department - Training Officers:	25
SECTION 11.5 - CERTIFICATION PAY:	25
11.5.1 California Registration as Professional Engineer:.....	26
11.5.2 Emergency Medical Dispatch Certification:.....	26
11.5.3 Department of Water and Power Employees:.....	26
SECTION 11.6 - STANDBY PAY:.....	27
11.6.1 Animal Control Officers:	27
11.6.2 Department of Water & Power Employees:	27
11.6.3 Information Technology Department Employees:.....	28
11.6.4 Parks & Community Services Department Employees:.....	28
11.6.5 Police Department Employees:.....	28
11.6.6 Public Works Department Employees:.....	28

11.6.7 <i>Standby-With-Vehicle Pay</i>	28
11.6.8 <i>Code Enforcement Officers</i>	28
SECTION 11.7 - UNIFORM ALLOWANCE:	29
SECTION 11.8 - MATERNITY UNIFORMS:.....	29
SECTION 11.9 - SAFETY SHOES:.....	29
SECTION 11.10 - TOOLS:.....	29
SECTION 11.11 - WORKING OUT OF CLASS:.....	29
ARTICLE XII - PRIOR AND EXISTING CONDITIONS:	29
SECTION 12.1 - WORK SCHEDULES:	30
ARTICLE XIII - AGREEMENT TO MAINTAIN A “LIVING DOCUMENT”:	30
ARTICLE XIV - MANAGEMENT RIGHTS:	31
ARTICLE XV - SIGNATURES:.....	32
ATTACHMENT A.....	33

ARTICLE I - RECOGNITION:

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

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

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

ARTICLE II - BEGINNING OF NEGOTIATIONS:

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

ARTICLE III - ASSOCIATION REPRESENTATIVES & ACTIVITIES:

Section 3.1 - Association Representatives:

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

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

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

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

Section 3.2 - Association Representatives' Activities:

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

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

activities and roles as representatives.

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

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

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

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

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

Section 3.3 - Access to City Facilities:

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

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

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

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

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

Section 3.4 - Agency Shop:

A. Authority

The City and CGEA mutually understand and agree that as a result of the State of California's adoption of Government Code Section 3502, all employees represented by the CGEA have the right to join or not join

the CGEA. However, the enactment of a local "Agency Shop" arrangement, pursuant to a secret ballot election under Government Code Section 3502.5(b), requires that as a condition of continuing employment, employees in the affected bargaining unit must either join the CGEA, pay to the CGEA a service fee in lieu thereof, or

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

B. Agency Shop

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

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

statement each pay period detailing each employee's name, amount of deduction, and category of deduction.

- 7) It is agreed that the City assumes no obligations to, in any manner, enforce the provisions of the above paragraphs beyond implementing any valid payroll deduction authorizations submitted by unit employees authorizing the deduction of dues or other authorized payments to CGEA, or amounts in lieu of service fees to specified authorized charities and deducting agency service fees from all other bargaining unit employees.
- 8) CGEA shall, within sixty (60) days after the end of each fiscal year in which the Agency Shop provision was operative, provide the City with detailed financial documentation, which shall meet the requirements of Government Code Section 3502.5(d).
- 9) It is recognized that CGEA, as the exclusive representative of all unit employees, is required to represent all unit employees fairly and equally without regard to union membership or non-membership or their assertion of rights under this MOU or the law.
- 10) This Agency Shop provision may be rescinded by agreement between the parties or in accordance with the requirements of Government Code Section 3502.5(d).

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

Section 3.5 - Association and Employee Relations Information:

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

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

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

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

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

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

Section 3.6 - Association Grievance Procedures:

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

3.6.1 Grievances – Scope:

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

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

Section 3.7 - Training for Association Representatives:

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

Section 3.8 - Time Bank:

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

ARTICLE IV - BENEFITS:

Section 4.1 - Banking Privileges:

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

Section 4.2 - Deferred Compensation:

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

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

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

The City shall establish the following terms and conditions by which employees may take out loans against their Deferred Compensation accounts:

- A. Loans shall be available for all purposes. Loans can range between \$1,000.00 and \$50,000.00 depending upon plan regulations.
- B. Participants shall receive one loan per calendar year and may have only one outstanding loan at a time.
- C. 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.
- D. If there is a default, the outstanding loan balance will be reported as a distribution in addition to the amount of cash distributed from the plan.

Arrangements for such loans must be initiated by the employee and made directly with their deferred compensation provider. Such loans are contingent upon the benefit being offered by the employee's selected Deferred Compensation plan provider.

Section 4.3 - Flexible Benefit Allowance

The City will provide an annual allowance in the amount of \$1,500.00 to active employees that are members of the Corona General Employees Association ("**Member**") to be paid on the first pay period of the calendar year. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan ("**Cafeteria Plan**"). The Member shall have the opportunity to make an election as to the allocation of the allowance during Open Enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:

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

The maximum that can be allocated to the Health Care Spending Account for the reimbursement of eligible medical expenses will be \$2,500; this is inclusive of any portion of the City-provided annual allowance of \$1,500 that is allocated for such

reimbursements.

- Reimbursement of eligible dependent care expenses
- Taxable cash payment

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

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

During the first year of employment, the annual allowance for new employees shall be equal to \$125.00 times the number of whole months during which the Member will be employed with the City during the calendar year. New members of CGEA, who have been employed by the City in another unit, shall only be eligible for the greater flexible benefit allowance (i.e., either CGEA or the former unit) during that transitional year. The total aggregate amount credited for any one employee, under this section during any one calendar year shall not exceed the total allowance for the unit with the higher allowance during that calendar year.

The members of the CGEA have agreed to concede the \$1,500 annual Flexible Benefit Allowance for calendar years 2012, 2013, 2014, and 2015. The Flexible Benefit Allowance (\$1500 per year) shall be reinstated January 1, 2016, and thus will be recognized as part of any continuation of this contract beyond June 30, 2015. Such reinstatement shall be made available during the next regular Open Enrollment period and shall be paid on the first pay period for the following plan year. The City and the CGEA shall have the option to revisit the above deferral in April of 2014.

Section 4.4 - Insurance:

4.4.1 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 to be used for the purpose of purchasing mandatory health coverage offered through the CalPERS Health Program as governed by the Public Employees' Medical & Hospital Care Act ("PEMHCA"). The Medical Allowance shall consist of the following: (1) a base contribution rate according to the current CalPERS schedule ("**Base Contribution Rate**"), plus (2) an amount equal to the difference between the Base Contribution Rate and the actual monthly premium for the medical insurance plan selected by the Member during Open Enrollment. The Medical Allowance will be made available through the Cafeteria Plan. Notwithstanding the preceding, the Medical Allowance will be no greater than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate) regardless of whether a Member enrolls in coverage through PEMHCA. If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.
- (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. The Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to the difference between the Base Contribution Rate and the monthly premium for the second highest

PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). 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 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. If a Member enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

- (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. The Medical Allowance shall consist of the following: (1) the Base Contribution Rate, plus (2) an amount equal to that of the lowest cost PERS eligible plan at the family rate. The Medical Allowance will be made available through the Cafeteria Plan. ~~Any~~ 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 more expensive plan, he or she will be responsible for payment of any premium in excess of the Medical Allowance.

4.4.2 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:

- (a) \$770.00 for Family
- (b) \$592.00 for Employee + 1
- (c) \$296.00 for Employee Only

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

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

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

4.4.3 Retiree Medical Insurance

- (A) Tier I Retirees: The City agrees to provide a full medical insurance premium payment ("**Premium Payment**") to Members hired prior to January 1, 1999, who retire from the City of Corona under the CalPERS system ("**Tier I Retiree**") for the purpose of purchasing health coverage under PEMHCA for the Tier I Retiree and his or her eligible dependents. The Premium Payment shall be payable in the following form: (1) Base Contribution Rate payable to CalPERS, and (2) a reimbursement to the Tier I Retiree of the monthly premium for the medical insurance plan actually paid by the Tier I Retiree ("**Reimbursement**"). The Reimbursement shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year. Notwithstanding the preceding, Tier I Retirees that retire on or after January 1, 2006 shall only be entitled to a Premium Payment which is equal to or less than the monthly premium for the second highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate) and the Medicare reimbursement. If a retiree enrolls in a more expensive plan, he or she will be responsible for payment of any premium in excess of the capped amount.

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 and Tier III Retirees: Members hired on or after January 1, 1999, who retire from the City of Corona under the CALPERS system ("**Tier II, III Retiree**"), shall be entitled to a partial payment of the premium for the health insurance plan in which they are enrolled payable by the City of Corona to CalPERS in the amount equal to the Base Contribution Rate only. Tier II and Tier III 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 and Tier III Retirees for premiums paid to Social Security for health insurance through Medicare.

4.4.4 Retiree Health Alternative

In lieu of receiving the Premium Payment, a Tier I Retiree shall have the option of receiving an annual \$6,000 contribution, at a rate of \$500 per month, paid to a City-provided health care reimbursement plan on behalf of such Tier I Retiree for the purpose of receiving reimbursements of qualifying health care expenses under Sections 105(b) and 213(d) of the Internal Revenue Code. To receive this benefit, a Tier I Retiree must forfeit participating in any of the health benefit plans available to retirees of the City of Corona for the plan year in which such Tier I Retiree elects to receive the contribution. Tier I Retirees needing to re-enroll as a result of a COBRA or HIPPA "qualifying event" may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA "qualifying event" may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health

plan. Tier II and Tier III Retirees shall not be eligible for this alternative.

4.4.5 Family Medical Leave Act / California Family Rights Act

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

4.4.6 Short-Term Disability Insurance:

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

- Benefit level shall be 55% of basic monthly earnings less other income benefits.
- 90 calendar day benefit period (Includes 7 calendar day benefit waiting period).
- Monthly maximum benefit of \$10,000.00
- Ability to utilize annual leave or frozen sick leave to supplement disability payments.

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

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

4.4.7 Long-Term Disability Insurance:

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

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

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

4.4.8 Life Insurance & Accidental Death and Dismemberment:

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

The City shall provide life insurance coverage for unit members equal to five and one-half times

the member's annual basic earnings to a maximum of \$750,000.

The City shall provide accidental death and dismemberment policy in an amount up to the employees (potential) life insurance benefit.

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

4.4.9 Retiree Life Insurance:

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

4.4.10 Employee Assistance Program (EAP):

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

Section 4.5 - Medicare Contribution:

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

Section 4.6 - 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:

4.6.1 Formula and Contribution Rates for Tier I and Tier II Employees

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

Member contribution rates:

- (A) Tier I employees hired prior to January 1, 1999, the City agrees to pay the current CalPERS normal contribution on behalf of each unit member, said standard contribution being eight percent (8%). Such payments shall be reported as normal contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized this contribution does not affect an employee's base pay. Notwithstanding the foregoing, effective October 19, 2013, the City shall adopt the appropriate CalPERS resolution to remove such employer paid member contributions (EPMC), and thus the City will no longer pay the eight percent (8%) EPMC and will no longer report the value of the eight percent (8%) EPMC as additional compensation for retirement purposes, and the preceding language shall be treated as deleted in its entirety and not made a part of this MOU. Effective October 19, 2013, Tier I employees shall pay the eight percent (8%) normal member CalPERS contribution.
- (B) Tier II employees hired on or after January 1, 1999, shall pay 3% of the employee portion of the CalPERS retirement contribution. It is acknowledged that payment by the City for

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

- (C) Employees may purchase CalPERS service credit for military service, service prior to membership, etc. at their sole and entire expense, in accordance with Government Code § 21024.

4.6.2 Formula and Contribution Rates for Tier III Employees

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

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

- (A) Mandatory Employee Contribution: New Members are required to pay for a portion of the cost of the 2 percent at 62 retirement formula. This mandatory employee contribution is not a fixed amount. Rather, it will be set by CalPERS based on the following formula. The mandatory employee contribution will be equal to the greater of fifty (50%) percent of the total normal costs attributable to the 2 percent at 62 benefit plan, rounded to the nearest quarter of 1 percent, or the current contribution rate of similarly situated employees. The City will inform New Members of the actual mandatory employee contribution when CalPERS informs the City of the rate. This mandatory employee contribution will be deducted from the New Member's paycheck.
- (B) Pensionable Compensation Limit: As of January 1, 2013, the compensation of New Members reported to CalPERS to be used in calculating retirement benefits will be capped at \$136,440, an amount that will be subject to annual adjustment by CalPERS.
- (C) Final Compensation Formula: Final Compensation will be determined using the highest three (3) year average of pensionable compensation.

4.6.3 Additional Benefits:

- § 20042. “Final Compensation”—One Year—Local Member Final Compensation determined by “Highest Single Year of Service”
*For Tier I and Tier II members 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 employee (contingent on PERS contractual requirements).
- The City will provide Post-Retirement Survivor Benefits (Government Code § 21624, 21626, and 21628) to unit members (Re-opener contingent on State legislation pertaining to PERS retirement benefits).
- Medical contribution for Retirees (Government Code § 22825.6);

Section 4.7 - On-the-Job Training:

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

Section 4.8 - Tuition Reimbursement:

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

4.8.1 Pre-Approval:

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

4.8.2 Reimbursable Costs:

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

4.8.3 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.

4.8.4 Procedure:

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

ARTICLE V - HOLIDAYS:

The following Holidays shall be observed by all unit members.

1. January 1st, New Year's Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, President's Day

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

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

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

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

ARTICLE VI - LAYOFF PROCEDURE:

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

Section 6.1 - Order of Separation:

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

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

Section 6.2 - Bumping Rights:

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

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

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

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

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

Section 6.3 - Notice Requirement:

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

Section 6.4 - Reemployment List:

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

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

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

ARTICLE VII - LEAVES:

Section 7.1 - Annual Leave - Definition:

Annual Leave is compensated absence for those eligible employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation. Special reference to workers compensation is noted in Section 7.2.9. Special reference to Tier I Annual Leave calculations in Section 7.2.12.

Section 7.2 - Annual Leave - Policy:

7.2.1 Accrual of Annual Leave Hours:

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

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

7.2.2 Annual Leave During Initial Probation:

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

After six (6) months, an employee may request up to one week of "Advanced Annual Leave" for vacation purposes with the permission of his or her supervisor.

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

7.2.3 Regular Status Upon Completion of Probation

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

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

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

7.2.5 Unpaid Leave:

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

7.2.6 Annual Leave Accrual Rates for Holidays:

General Association employees who work on holidays are compensated for the holiday in accordance with the Article VIII of this Memorandum of Understanding and accrue eight (8) hours of Annual Leave.

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

7.2.7 Maximum Accumulation of Annual Leave:

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

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

7.2.8 Annual Leave Usage:

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

7.2.9 Annual Leave - Workers Compensation:

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

from duty.

7.2.10 Annual Leave – Separation From the City:

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

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

Members who elect Annual Leave buy back should have payment calculated at the Association member's base rate as of June 30th of the year of the buy back request. It does not include Frozen Sick Leave accounts.

7.2.12 Annual Leave – Tier I Employees:

Tier I employees Annual Leave calculation will include their base pay rate and their three percent (3%) Off-Salary-Schedule Pay combined.

Buy Back Guidelines: Annually, during the last 15 days of June, a member may request that the City buy back Annual Leave from the employee account according to the following schedule:

<u>Annual Leave Used During The Preceding 12 Months</u>	<u>Maximum Buy-Back</u>
40 Hours	120 Hours
60 Hours	140 Hours
80 Hours	160 Hours

Note: If a member is out on extended Military Leave, the City will buy back up to 160 hours without the usual requirement that the employee had used Annual Leave Hours during the preceding 12 months.

Payment shall be made on the Thursday following the first pay day in July provided:

- The employee has sufficient hours of earned Annual Leave credits.
- After the buy back, there must be eighty (80) hours of earned Annual Leave credits remaining in the employee's account.

Section 7.3 - Frozen Sick Leave (Former Sick Leave Accounts):

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

7.3.1 Frozen Sick Leave – Definition:

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

7.3.2 Use of Frozen Sick Leave Hours:

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

employee has.

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

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

7.3.3 Frozen Sick Leave – Leave Donation

Frozen Sick Leave may not be used to donate hours.

7.3.4 Frozen Sick Leave – Cash Payment Provisions:

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

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

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

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

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

ARTICLE VIII - OVERTIME:

Section 8.1 - Overtime Authorization:

The City agrees to compensate members eligible for overtime pay at the rate of time and one-half in addition to the regular day's pay when a member must work on a holiday. In addition, members will be compensated for time over forty (40) hours at time and one-half even when the basic forty (40) hours includes holiday time or vacation time during which the employee has not

actually worked, or when the basic forty (40) hours includes Annual Leave and/or Jury Duty time during which the employee has not actually worked. Tier I employee overtime pay rate calculation shall include the three percent (3%) Off-Salary-Schedule-Pay.

Section 8.2 - Compensatory Time:

Members of the unit may elect, in lieu of overtime payment, to receive compensatory time off (CTO). CTO will be calculated by the Finance Department at a rate of one and one half hours for each hour for which overtime compensation is required. Tier I employees CTO calculation will include their base pay rate and their three percent (3%) Off-Salary-Schedule Pay combined.

Unit members may accrue up to 120 hours of compensatory time off (CTO) consisting of 80 hours of overtime worked, at which time they will receive overtime compensation for any additional hours in excess of the allowed hours bank. CTO balances will not carry over from one year to the next.

If compensation is paid to a unit member for accrued CTO, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the payment. A member of the unit shall be paid the banked hours of compensatory time on a designated date in November of each year. Such balance will be the member's banked hours at the end of the pay period prior to said date in November.

A member of the unit who has requested use of CTO shall be permitted to use such time within the same guidelines used for other approved leaves and / or absences by the department. No minimum of hours shall be required to remain in the CTO bank.

Upon termination of employment, a member will be paid for the unused CTO at the regular rate of pay at the time of payment.

ARTICLE IX - PROBATION PERIOD:

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

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

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

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

Section 9.3 - Probation: Promoted Association Employees:

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

ARTICLE X - COMPENSATION:

Section 10.1 - Salary Range and Merit Increases:

Each position shall be assigned a salary range. The minimum time that an employee may advance within

the assigned salary range is one (1) year, except that the City Manager may advance an employee sooner for meritorious reasons.

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

Section 10.2 - Classifications Studies and Performance Evaluations:

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

Section 10.3 - Total Compensation / Benchmark Positions:

The City hereby modifies the salary policy of the City of Corona to define "prevailing rate" as "that average rate of pay for comparing agencies that takes into account the total compensation paid to or on behalf of the employee," and is not just a comparison of salary only.

The City and the Association agree that the definition of total compensation shall include the following: salary and wages, any social security benefits, retirement benefits, medical premiums, reimbursement programs for eligible expenses, life insurance premiums, short- and long-term disability premiums, uniform allowances, longevity pay, deferred compensation amounts paid by the City, state disability insurance premiums, and any other payments made by the City which may be agreed to at a later date by the City and the Association. The City and the Association agree to meet and confer regarding "benchmark" positions and "comparative" cities prior to the end of this agreement.

Benchmark positions for survey purposes are: Accountant, Administrative Assistant, Animal Control Officer I, Animal Control Officer II, Associate Engineer, Associate Planner, Building Inspector I, Building Inspector II, Buyer, Code Enforcement Officer, Engineering Technician, Fleet Services Technician, Information Technology Technician, Librarian, Maintenance Technician II, Park Maintenance Worker, Police Records Technician II, Public Safety Dispatcher II, Senior Office Assistant, Source Control Inspector, Street Maintenance Worker, and Utilities Service Worker II.

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

Section 10.4 – Base Pay & Special Compensation Adjustment:

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

ARTICLE XI - SPECIAL COMPENSATION:

Section 11.1 - Shift Differential:

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

Job Title

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

Swing shift shall be defined as any shift that starts between the hours of 12:00 p.m. and 8:59 p.m. Graveyard shift shall be defined as any shift that starts between the hours of 9:00 p.m. and 4:59 a.m. Positions listed as qualified shift workers, as defined above, shall have Shift Differential paid (Swing, 7.5% or Graveyard, 10%) based on where the employee's actual work hours fall during each scheduled workday. Employees whose work shift extends into the time designated as either Swing or Graveyard will be paid shift differential only for those hours that extend into the shifts defined above.

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

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

Section 11.12 - Tier I Off-Salary-Schedule Pay:

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

Section 11.2 - Longevity Pay:

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

After five (5) years of regular service	\$500.00
After ten (10) years of regular service	\$700.00

After fifteen (15) years of regular service	\$800.00
After twenty (20) years of regular service	\$1,000.00

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

Section 11.3 - Spanish Language Pay:

The Spanish language pay program provides an increase of 4% for those members demonstrating the ability to both understand and effectively communicate in Spanish. The number of employees to be eligible will be determined by Management, and to become qualified an employee must be certified by the Human Resources Department after passing an oral conversational test established by Management.

Section 11.4 - Assignment Pay:

11.4.1 Library - Circulation in Charge & Librarian in Charge:

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

11.4.2 Police Department - Animal Control Trainer:

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

11.4.3 Police Department - Lead Animal Control Officer

Animal Control Officer II's shall receive a 5% Assignment Pay over their base rate when assigned as Lead Animal Control Officers.

11.4.4 Police Department – Lead Records Technicians:

Police Records Technician II's shall receive a 10% Assignment Pay over their base rate when assigned as Lead Records Technicians.

11.4.5 Police Department – Relief Dispatch Supervisors:

Public Safety Dispatchers will receive a 10% Assignment Pay over their base rate when assigned as Relief Dispatch Supervisors.

11.4.6 Police Department - Training Officers:

Community Service Officers and Public Safety Dispatchers shall receive a 2.5% Assignment Pay over their base rate when assigned as Training Officers. Up to four trainers within the Dispatch Division of the Police Department may receive Assignment Pay.

Section 11.5 - Certification Pay:

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

11.5.1 California Registration as Professional Engineer:

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

11.5.2 Emergency Medical Dispatch Certification:

Public Safety Dispatchers or other employees who have previously worked in Dispatch, and are approved by the Police Department to work in a Dispatch Capacity, and maintain an EMD Certification shall receive an additional 5% Assignment Pay over their base rate while working in this capacity.

11.5.3 Department of Water and Power Employees:

Certification Pay of 7-1/2% will be added above the base rate pay for a grade four (4) Wastewater Treatment Plant Operator certification and grade five (5) Wastewater Treatment Plant Operator Certification earned from the State of California's Water Resources Control Board for the positions of:

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

Certification Pay of 7-1/2% will be added above the base rate of pay for either a grade four (4) Water Distribution Operator certification or grade four (4) Water Treatment Operator Certification and grade five (5) Water Treatment Operator certification earned from the State of California for the positions of:

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

Certification Pay of 7-1/2% will be added above the base rate of pay for a grade four (4) Water Distribution Operator certification and grade five (5) Water Distribution Operator Certification earned from the State of California for the positions of:

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

This compensation does not affect an employee's base rate of pay.

Certification pay for the positions noted above may not exceed 15%.

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

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

Section 11.6 - Standby Pay:

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

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

The City agrees to provide Standby Pay to unit members as follows:

11.6.1 Animal Control Officers:

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

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

11.6.2 Department of Water & Power Employees:

Effective June 5, 2013 the position of Water Operator I/II/III Flex and Water Reclamation Operator I/II/III Flex assigned to Standby duty will receive 4 (four) hours pay, at the "top" step of the Flex salary range, for the duration of a 1 (one) week Standby assignment.

Also effective June 5, 2013, the position of Lead Water Operator, Lead Water Reclamation Operator, Senior Maintenance Technician, Maintenance Planner, Maintenance Tech I/II/III Flex, Utility Service Worker I/II/III Flex, and Senior Water Resources Technician will be paid the equivalent of 8 (eight) hours pay at the "top" step rate of each respective position for each 1 (one) week assignment on Standby.

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

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

11.6.3 Information Technology Department Employees:

Information Technology Department employees assigned to Standby shall be provided with a pager. They will be required to be available to receive emergency phone calls during periods outside their normal working hours.

Whenever Information Technology employees are required to work Standby on their off hours, they will be compensated with eight (8) hours pay for each seven (7) day Standby period. Compensation for Standby assignment will be at the "top" step of the salary range to which the classification of GIS Administrator is assigned.

11.6.4 Parks & Community Services Department Employees:

The City shall agree to establish a Standby Pay policy for Parks and Community Services employees and shall pay compensation at the hourly rate of the "top" step of the salary range to which the classification of Senior Park Maintenance Worker is assigned plus five (5) percent. The equivalent of eight (8) hours pay at this "top" step rate will be paid for the weeklong Standby assignment.

11.6.5 Police Department Employees:

The City agrees to pay Forensic Technicians for assigned Standby duty at the base hourly rate of their "top" step. The equivalent of eight (8) hours pay at the "top" step rate will be paid for the weeklong Standby assignment.

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

11.6.6 Public Works Department Employees:

The City will compensate Public Works Department Standby employees at the hourly rate of the "top" step of the salary range to which the classification of "Fleet Services Technician" is assigned. The equivalent of eight (8) hours pay at this "top" step rate will be paid for the weeklong Standby assignment.

11.6.7 Standby-With-Vehicle Pay:

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

11.6.8 Code Enforcement Officers:

Whenever Code Enforcement Officers are required to work Standby on their off hours, they will be compensated with eight (8) hours pay for each seven (7) day Standby period. Compensation for Standby assignment will be at the "top" step of the salary range to which the classification of Senior Code Enforcement Officer is assigned.

Section 11.7 - Uniform Allowance:

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

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

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

Section 11.8 - Maternity Uniforms:

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

Section 11.9 - Safety Shoes:

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

Section 11.10 - Tools:

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

Section 11.11 - Working Out of Class:

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

ARTICLE XII - PRIOR AND EXISTING CONDITIONS:

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

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

The parties agree that each has had full and unrestricted right and opportunity to make, advance and discuss all matters properly within the province of meeting and conferring. This Memorandum constitutes the full and complete agreement of the parties and there are no others, oral or written, except as herein contained. However, each party may seek the mutual cooperation of the other party in reopening meet and confer regarding wages, hours and other terms and conditions of employment. The matters contained within this Memorandum will be effective upon acceptance by the City Council unless otherwise noted herein.

The City and CGEA agree to extend the terms of the current MOU set to expire on June 30, 2011 to June 30, 2015. In the event agreement is not made for a new MOU prior to June 30, 2015, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

Section 12.1 - Work Schedules:

The City and the Association have agreed to implement a forty-hour, five-day work schedule for Association employees, subject to exceptions approved by the City Manager. Further, the City agrees to meet and confer with the Association regarding proposed changes to said workweek scheduling, prior to any change.

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

ARTICLE XIII - AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

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

1. Access to, and use of, City facilities to the extent such use or access is consistent with the City Manager's general authority to grant access or use to City facilities;
2. Disciplinary and grievance procedures, so long as the revisions are consistent with the disciplinary and grievance procedures set forth in the Municipal Code or in resolutions or other documents approved by the City Council;
3. Employee Training, excluding adjustments in the amount of hours available for Association training;
4. Tuition Reimbursement policies, excluding changes to the Plan approved by the City Council or to the maximum allowable reimbursement amount;
5. Layoff procedures, excluding the establishment of, or changes in existing provisions for, severance pay and benefits;
6. Determination of classifications eligible for shift differential pay, stand by pay, hazard pay, call out pay, assignment pay, uniform allowance and other special or premium pay components (note that

- this excludes adjustments to pay amounts, accrual amounts, usage requirements, and buy-back or cash-out amounts);
7. Changes in classifications, including reclassifications;
 8. Procedures and standards for performance evaluations;
 9. Out-of-class assignments;
 10. Maintenance of classification list for "job families"; and
 11. CGEA positions listed in the City classification library.

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

ARTICLE XIV - MANAGEMENT RIGHTS:

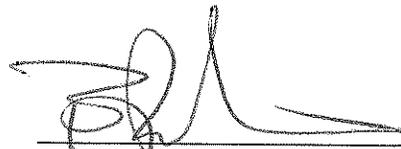
The City retains all its exclusive rights and authority under State law, and expressly and exclusively retains its management rights, which include, but are not limited to, the exclusive right to determine the mission of its constituents, departments, commissions, and boards; set standards and levels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

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

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

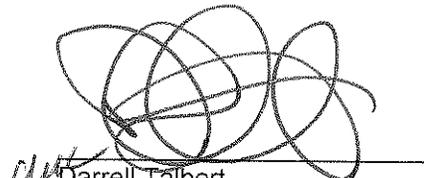
ARTICLE XV - SIGNATURES:

DATE: 1-22-14



Bradly L. Robbins
Employee Relations Officer
City Manager

DATE: 1-22-14



Darrell Talbert
Administrative Services Director

DATE: 10-16-2013



Jeff Potts
Association Negotiator
CGEA Board President

DATE: 11-27-2013



Dennis Ralls
Association Negotiator
CGEA Board 1st Vice President

Attachment A

CGEA Job Families

Job Family 01

Accountant
Accounting Analyst (Finance)
Senior Accountant

Job Family 02

Accounting Technician I - FLEX
Accounting Technician II - FLEX
Departmental Accounting / Budget Technician
Payroll Technician
Senior Accounting Technician
Senior Departmental Accounting / Budget Technician
Senior Dept. Acct / Budget Technician -
Provisional

Job Family 03

Inventory Control Specialist
Lead Inventory Control Technician

Job Family 04

Animal Control Officer I
Animal Control Officer II

Job Family 05

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

Job Family 06

Buyer
Senior Buyer

Job Family 07

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

Job Family 08

Community Service Officer I
Community Service Officer II

Job Family 09

Collections Specialist (DWP)
Customer Service Representative I - FLEX
Customer Service Representative II – FLEX
Customer Service Representative III – FLEX
Payment Processing Clerk (DWP)

Job Family 09 (continued)

Revenue Collections Investigator
Senior Customer Service Representative
Utility Billing System Technician

Job Family 10

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

Job Family 11

Water Operator I - FLEX
Water Operator II – FLEX
Water Operator III – FLEX

Job Family 12

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

Job Family 13

Associate Engineer
Associate Traffic Engineer

Job Family 14

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

Job Family 15

Fleet Administrator
Fleet Services Associate Technician
Fleet Services Technician
Fleet Services Worker
Fleet Services Writer
Lead Fleet Services Technician

Job Family 16

GIS Administrator
GIS Analyst

Job Family 17

Accountant / Grant Administrator
CDBG / HOME Program Coordinator
Grant Administrator

Job Family 18

Information Technology Specialist
Senior Information Technology Specialist

Job Family 19

Library Assistant
Library Specialist

Job Family 20

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

Job Family 21

Building Permit Technician
Plans Examiner I
Senior Building Permit Technician

Job Family 22

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

Job Family 23

Assistant Planner
Planning Technician

Job Family 24

Park Maintenance Worker
Senior Park Maintenance Worker

Job Family 25

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

Job Family 26

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

Job Family 27

Senior Water Resources Specialist
Water Resources Aide
Water Resources Specialist

Job Family 28

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

Job Family 29

Engineering Technician
Senior Engineering Technician (PW)

Job Family 30

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

Job Family 31

Senior Telecommunications Specialist
Telecommunications Specialist

Job Family 32

Traffic Signal Specialist
Traffic Signal Technician

Job Family 33

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

Job Family 34

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

Job Family 0- No Job Family

Accounting / Grants Specialist (Police)
Accounting Specialist
Airport Manager
Building Inspector II
Compliance Coordinator (Comm. Dev)

Job Family 0- No Job Family (continued)

Crime Analyst
Custodian (Police)
Dryer Facility Operator
DWP Utilities Engineer
EMS Office Specialist
Environmental Compliance Coordinator
Fire Apparatus Mechanic II
Fleet Administrator
Fleet Service Writer
Forensic Technician
Forensic Technician - *Provisional*
Librarian
Library Outreach Coordinator
Mail Distribution Clerk
Management Analyst (Parks)
Network Analyst
Planner / Asset Coordinator (DWP)
Police Permit Technician
Police Trainee
Programmer Analyst
Property & Contract Administrator (DWP)
Property Administrator (Police)
Radio / Safety Equipment Technician
Recreation Coordinator
Regulatory Compliance Analyst (DWP)
Regulatory Services Coordinator (DWP)
Restoration Technician - *Provisional*
Senior Field Customer Service Representative
Senior Redevelopment Accounting Technician
Senior Water Operator
Source Control Inspector
Storm Water Inspector
Traffic Management Center Specialist
Utility System Modeler
Water Resources Inspector