

**CORONA POLICE
EMPLOYEES**

**MEMORANDUM
of
UNDERSTANDING**

**July 1, 2008
through
June 30, 2012**

Revision: March 31, 2008

TABLE OF CONTENTS

ARTICLE I RECOGNITION:	1
ARTICLE II ASSOCIATION ACTIVITIES:	1
Section 2.1 Time Bank.....	1
ARTICLE III BENEFITS:	1
Section 3.1 Banking Privileges.....	1
Section 3.2 Deferred Compensation	2
Section 3.3 Flexible Spending Plan Pursuant to Internal Revenue Code Section 125	2
Section 3.4 Insurance	2
3.4.1 Long- term Disability Insurance.	3
3.4.2 Life Insurance & Accidental Death and Dismemberment.....	3
3.4.3 Medical Insurance.....	3
3.4.4 Medical Insurance Opt-Out Provision	4
3.4.5 Retirement Healthcare Savings Account.....	4
3.4.6 Retiree Medical Insurance.....	5
3.4.7 Retiree Life Insurance	5
3.4.8 Employee Assistance Program (EAP).....	5
3.4.9 Medicare Contribution.....	5
Section 3.5 P.E.R.S.:.....	6
Section 3.6 Tuition Reimbursement.....	6
3.6.1 Pre-Approval	6
3.6.2 Reimbursable Costs	6
3.6.3 Administration	7
3.6.4 Procedure	7
Section 3.7 Uniform Allowance	7
Section 3.8 Special Provisions	8
ARTICLE IV EXTENSION OF PROBATION PERIOD:	8
ARTICLE V HOLIDAYS:	8
ARTICLE VI LEAVES:	9
Section 6.1 Annual Leave - Definition	9
6.1.1 Accrual of Annual Leave Hours.....	9
6.1.2 Hours Accumulated During Leave	9
6.1.3 Annual Leave During the First Year	10
6.1.4 Unpaid Leave	10
6.1.5 Maximum Accumulation.....	10
6.1.6 Annual Leave Usage.....	10
6.1.7 Annual Leave - Workers' Compensation	11
6.1.8 Separation	11
6.1.9 Pay in Lieu of Annual Leave (Buy Back).....	11
6.1.10 Annual Leave Accrual for Holidays.....	11

Section 6.2 Frozen Sick Leave (Former Sick Leave Accounts)	12
6.2.1 Frozen Sick Leave - Definition	12
6.2.2 Use of Frozen Sick Leave Hours	12
6.2.3 Frozen Sick Leave - Leave Donation	12
6.2.4 Frozen Sick Leave at Retirement	12
Section 6.3 Disability Leave	13
Section 6.4 Family Medical Leave Act:	13
<i>ARTICLE VII NO SMOKING POLICY:</i>	13
<i>ARTICLE VII NO STRIKE CLAUSE:</i>	13
<i>ARTICLE IX OVERTIME:</i>	13
Section 9.1 Time and One-Half	13
Section 9.2 "Compensatory-Time"	13
<i>ARTICLE X SALARY:</i>	14
Section 10.1 Base Rate Schedule	14
Section 10.2 Comparable Cities/Benchmark	15
<i>ARTICLE XI SPECIAL COMPENSATION:</i>	15
Section 11.1 Assignment Pay	15
Section 11.2 Court Assignment	15
Section 11.3 Longevity Pay	16
Section 11.4 Marksmanship Proficiency	16
Section 11.5 P.O.S.T. Certificate Pay	16
Section 11.6 Spanish Language Pay	16
<i>ARTICLE XII WORK SCHEDULE:</i>	17
Section 12.1 Compressed Work Week Schedule	17
<i>ARTICLE XIII PRIOR AND EXISTING CONDITIONS:</i>	17
<i>ARTICLE XIV BEGINNING OF NEGOTIATIONS:</i>	17
<i>ARTICLE XV AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":</i>	17
<i>ARTICLE XVI MANAGEMENT RIGHTS:</i>	18
SIGNATURES:	19
Schedule S	20

COMPREHENSIVE MEMORANDUM OF UNDERSTANDING CORONA POLICE EMPLOYEES

ARTICLE I RECOGNITION:

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

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

This MOU will expire June 30, 2012. In the event agreement is not made for a new MOU prior to June 30, 2012, the provisions of this MOU shall remain in force until the successor MOU is approved.

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

ARTICLE II ASSOCIATION ACTIVITIES:

Section 2.1 Time Bank:

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

ARTICLE III BENEFITS:

Section 3.1 Banking Privileges:

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

Section 3.2 Deferred Compensation:

The City will deposit into each member's Deferred Compensation account \$1,416.00 per year. For members who presently have such an account, the money shall be paid annually in October. This contribution will be paid to a single provider only; it cannot be split between providers.

SECOND-TIER EMPLOYEES: Members of the Unit hired after January 1, 2000, shall receive an additional payment of \$250 per quarter into their Deferred Compensation, paid to a single provider only. Beginning September, 2008, this \$250 quarterly payment will be placed in a Retirement Healthcare Savings Account in lieu of being placed in the employee's Deferred Compensation Account. The employee must choose a single provider for this benefit.

Section 3.3 Flexible Spending Plan Pursuant to Internal Revenue Code Section 125:

The City will provide an allowance for eligible members of CPE in the amount \$ 2,964.00. This amount is to be used for reimbursement of expenses allowed by the Internal Revenue Service Code Section 125.

The member may choose from the following options:

- A. Cash payment (paid during the first month of the plan year). This amount is TAXABLE income.
- B. Designate the account for reimbursement of medical expenses not covered by the member's health, vision, or dental insurance or for reimbursement of dependent care expenses. Annually, any remaining balance in the reimbursement accounts, as of the end of the plan year, will be FORFEITED.
- C. Other eligible pre-tax expenditures allowed under IRC 125 plan.
- D. Any combination of A, B, and C above, up to the total allotment.

The election of these options is not subject to change during the plan year.

NOTE: If a member does not make an election within the yearly Open Enrollment period, the allocated Flexible Spending Allowance shall remain in the member's Flexible Spending account.

Claims for reimbursement will be submitted on the current form for approval by the Third Party Administrator.

In the first fiscal year of employment, new members of the Unit who are regular full-time employees are eligible to receive the Flexible Spending annual allowance divided by the number of whole months of CPE membership. New CPE members, who have been employed by the City of Corona and were members of another bargaining unit, are eligible for the Flexible Spending annual allowance for either CPE or the former bargaining unit, whichever is greater, during the year of transition.

Section 3.4 Insurance:

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

3.4.1 Long-Term Disability Insurance:

Effective January 1, 1999, the City shall provide Long-Term Disability Insurance benefits in accordance with the California Law Enforcement Association Group Long Term Disability Insurance Plan A (hereinafter Plan A). The benefits of Plan A are illustrated on Exhibit A, attached hereto. As noted on Exhibit A, specific details of the plan are set forth in PLAN DOCUMENTS.

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

3.4.2 Life Insurance & Accidental Death and Dismemberment:

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

3.4.3 Medical Insurance:

The City will pay contributions for benefits as required by the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The City will continue contribution for health insurance premiums on the same terms as provided before leave was taken in the event that an employee must be on FMLA or CFRA leave.

A: FIRST-TIER EMPLOYEES: The City agrees to provide full Medical Insurance premium payment for employees hired prior to January 1, 2000, and their eligible dependents. These members shall be designated as First-Tier Employees. Said premium payment shall consist of a base contribution rate according to the current CalPERS rate schedule and an IRC plan contribution equal to the difference between the employee's base contribution rate and the actual monthly premium for the Medical Insurance plan selected by the employee during the PEMHCA open enrollment period. Effective January 1, 2006, the Medical Insurance premium provided by the City shall be capped at the second-highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). If an Association 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: SECOND-TIER EMPLOYEES: The City agrees to provide a Medical Insurance premium payment for employees hired on or after January 1, 2000, and their eligible dependents. These members shall be designated as Second-Tier Employees. Effective January 1, 2006, the employee Medical Insurance premium provided by the City shall be capped at the second-highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). Any unused portion of the

allocated payment may be applied to other IRC 125 plan benefits or may be taken as a taxable cash payment, otherwise known as Medical Difference. As agreed, effective October 13, 2007, the Medical Difference will be capped at \$950 per month.

C: THIRD-TIER EMPLOYEES: Any employee hired after October 13, 2007 shall be designated as a Third-Tier Employee. These members will not receive a Medical Difference but will receive medical coverage according to their status (Employee Only, Employee Plus One, or Family) up to the second-highest PERS plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate).

3.4.4 Medical Insurance Opt-Out Provision:

Instead of receiving a full Medical Insurance premium payment for the employee and eligible dependents under this provision, an employee may elect to receive a monthly IRC payment equivalent to \$ 770.00 for Family coverage; \$ 592.00 for Employee 1+; and \$ 296.00 for Single coverage. Said payment may be taken as a taxable cash payment. In order to qualify for this election, an employee must meet all of the following requirements.

1. Provide satisfactory written proof of health insurance coverage for the employee and the employee's eligible dependents, if any; and
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 employee and the employee's eligible dependents will not be allowed to re-enroll in the health insurance coverage offered by the City until the next open enrollment period, and that re-enrollment will be subject to all conditions imposed by the insurance provider at the time of re-enrollment. However, in the event of a HIPPA "Qualifying Event" such employee would be allowed to re-enroll in health insurance effective the beginning of the following month without having to wait for the next open enrollment period.

3.4.5 Retirement Healthcare Savings Account:

SECOND-TIER EMPLOYEES: Effective September, 2008, the City shall pay Second-Tier employees \$4,000 annually, paid at \$1,000 per quarter, into a Retirement Healthcare Savings Account. In addition, an employee's \$250 quarterly payment to Deferred Compensation will be placed in this account.

The employee must choose a single provider for this benefit.

THIRD-TIER EMPLOYEES: Effective September, 2008, the City shall pay Third-Tier employees \$1,250 per quarter into a Retirement Healthcare Savings Account in lieu of providing an additional \$250 per quarter in Deferred Compensation.

The employee must choose a single provider for this benefit.

3.4.6 Retiree Medical Insurance:

A. Employees hired before January 1, 2000, who retire from the City of Corona under the PERS system shall be reimbursed for Medical Insurance payments paid by the retiree for the retiree and eligible dependents which are in excess of the City's base contribution rate according to the current PERS rate schedule. Such reimbursement shall include reimbursement for premiums paid for supplemental health insurance through Medicare. Effective January 1, 2006, the retiree Medical Insurance premium provided by the City shall be capped at the second-highest PERS family plan at the PERS-designated classification for Riverside County (currently the "Other Southern California Counties" rate). 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.

Effective Payroll 1, 2004, instead of receiving a full Medical Insurance premium payment for the retiree and eligible dependents under this provision, a First-Tier retiree may elect to receive \$ 500.00 per month to be placed in a Flexible Spending account to be used for the reimbursement of expenses allowed by the Internal Revenue Service Code Reg. 125. Retirees needing to re-enroll as a result of a HIPPA "Qualifying Event" may do so on the 1st 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.

B. Employees hired on or after January 1, 2000, who retire from the City of Corona under the PERS system, shall receive only the base contribution rate according to the current PERS rate schedule and shall not be reimbursed or otherwise receive payment from the City for Medical Insurance premiums in excess of said base contribution rate.

3.4.7 Retiree Life Insurance:

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

3.4.8 Employee Assistance Program (EAP):

The City will provide an Employee Assistance Program to all employees and their dependents free of charge.

In addition to the above resource, the City will provide to Unit members and their dependents an additional enhanced Employee Assistance Program through The Counseling Team.

3.4.9 Medicare Contribution:

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

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

Section 3.5 P.E.R.S.:

The City shall pay a 9% PERS contribution for all members effective October 13, 2007. Such payment shall be reported as tax-deferred contributions and shall be credited to member accounts. It is acknowledged that such payment shall be considered taxable income for IRS purposes to the member at time of withdrawal or retirement. It is recognized that this contribution does not affect an employee's base pay.

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

- § 20042 "Final compensation"—One Year—Local Member (Determined by "Highest Single Year of Service");
- § 21362. 3% at Age 50 Benefit Formula—Patrol of Local Safety Member
- § 21573 1959 Survivor Allowance—Third Level);
- § 22892 Employer Contribution (Government Code Medical Contribution for Retirees); and
- § 20636 (c)(4) Special reporting of Employer-Paid Member Contributions.

Effective June 21, 2008, the City agrees to provide the following benefit:

- § 21624, 21626, 21626.5, and 21628: Post-Retirement Survivor Allowance—Specified State or Local Members.

Section 3.6 Tuition Reimbursement:

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

3.6.1 Pre-Approval:

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

3.6.2 Reimbursable Costs:

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

3.6.3 Administration:

This policy will be administered by the Human Resources Department.

AN EMPLOYEE WHO VOLUNTARILY LEAVES EMPLOYMENT WITH THE CITY OF CORONA WITHIN ONE YEAR OF RECEIVING REIMBURSEMENT UNDER THIS POLICY SHALL BE REQUIRED TO REPAY THE CITY FOR ALL AMOUNTS RECEIVED FOR TUITION REIMBURSEMENT DURING THE 12 MONTHS PRECEDING THE EMPLOYEES TERMINATION DATE.

3.6.4 Procedure:

1. Reimbursement will be for formal education completed through an accredited college or university, which leads to a job-related degree. 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 approved by the educational institution. (The request will be submitted through the employee's Department Head for recommendation and to the Human Resources Director for approval. The Human Resources Director shall review and pre-approve requests for job relatedness and his/her decision shall be final.)
2. Only those employees currently employed will be reimbursed under this policy.
3. The City will reimburse eligible employees for completion of job related formal education leading to a job related degree 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 of the request in the Finance Department.
6. Employees must attain a grade of "C" or better for undergraduate courses and a grade of "B" or better for graduate courses. Those undergraduate courses taken for "credit" will be reimbursed so long as units are accrued at the rate of a "C" grade for undergraduate courses.
7. City vehicles will not be authorized for transportation to and from courses. Additionally, there will be no reimbursement for mileage accumulated on an employee's personal vehicle for transportation to and from these courses.

Section 3.7 Uniform Allowance:

Effective March 1, 2005, the City will pay members a quarterly Uniform Allowance of \$650.00. Effective July 1, 2007 the Uniform Allowance shall be increased by \$100.00 to a total of \$750.00 per quarter.

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

Section 3.8 Special Provisions:

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

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

ARTICLE IV EXTENSION OF PROBATION PERIOD:

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

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

ARTICLE V HOLIDAYS:

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

1. January 1st, New Year's Day
2. Third Monday in January, Martin Luther King Day
3. Third Monday in February, President's Day
4. Last Monday in May, Memorial Day
5. July 4th, Independence Day
6. First Monday in September, Labor Day
7. November 11th, Veterans Day
8. Fourth Thursday in November, Thanksgiving Day
9. Friday immediately after Thanksgiving Day
10. December 24th, Christmas Eve
11. December 25th, Christmas Day

12. December 31st, New Year's Eve
13. Every day appointed by the President, Governor or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the State.

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

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

A holiday, for pay purposes, is the actual hours regularly scheduled to be worked on that holiday, but in no cases more than ten (10) hours for any one holiday. If a holiday falls on a regularly scheduled day off, the amount of time will be considered accumulated Annual Leave, to a maximum of ten (10) hours for any one holiday, depending on the employee's normal work schedule, to be used in accordance with the City's Annual Leave policy.

ARTICLE VI LEAVES:

Section 6.1 Annual Leave - Definition:

Annual Leave is compensated absence, which replaces former Vacation and Sick Leave plans, for those eligible employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation. Special reference to workers' compensation is noted in Item 10.

6.1.1 Accrual of Annual Leave Hours:

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

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

Hourly and Part-Time Employees: Hourly and part-time employees are not eligible to earn annual leave hours.

6.1.2 Hours Accumulated During Leave:

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

6.1.3 Annual Leave During the First Year:

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

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

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

6.1.4 Unpaid Leave:

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

6.1.5 Maximum Accumulation:

As of December 31 of each year, an employee shall have a maximum of 584 hours of Annual Leave. Each year, as of the end of the pay period which includes December 31, an employee shall have a maximum of 584 hours in his or her Annual Leave account.

Beginning on December 31, 2008, the dollar value of any excess Annual Leave remaining in an employee's account at the end of the pay period which includes December 31 shall be contributed to the Retirement Healthcare Savings Account of the employee's choice (either ICMA or National Deferred). The employee must choose a single provider for this benefit.

6.1.6 Annual Leave Usage:

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

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

Medical examination by the City's examining physician may be requested by the department head, with the approval of the Human Resources Director 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 Director based on medical information supplied by the employee's physician and/or the City's examining physician.

6.1.7 Annual Leave - Workers' Compensation:

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

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

6.1.8 Separation:

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

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

Annual Leave buy-back concerns active Annual Leave accumulation and is 100% reimbursement of hours earned. It does not include Frozen Sick Leave accounts.

Buy-Back Guidelines:

Annually, during the last 15 days of June, an employee may request that the City buy back annual leave from the employee's 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 an employee is out on extended Military Leave, the City will buy back up to 160 hours without the usual requirement that the employee had used leave hours during the preceding 12 months.

Payment shall be made on the Friday after the first pay day in July. After the buy back, there must be 80 hours of earned Annual Leave credits remaining in the employee's account.

6.1.10 Annual Leave Accrual Rates for Holidays:

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

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

6.2 Frozen Sick Leave (Former Sick Leave Accounts):

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

6.2.1 Frozen Sick Leave – Definition:

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

6.2.2 Use of Frozen Sick Leave Hours:

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

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

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

6.2.3 Frozen Sick Leave - Leave Donation:

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

6.2.4 Frozen Sick Leave at Retirement:

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

Members who retire, retire due to disability, or are deceased prior to retirement after a minimum of 25 (twenty-five) years of regular employment shall be paid 100% of their unused Frozen Sick Leave effective Payroll 1, 2004.

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

Section 6.3 Disability Leave:

When leave must be taken due to the employee's own serious health condition and Annual Leave and Sick Leave have been exhausted (upon request, an employee may freeze up to eighty (80) hours of his or her Annual Leave), the City will pay a Short Term Disability benefit equal to the rate set by the State Disability Insurance program for a maximum period of ninety (90) days from the date the disability commences. The employee may then be eligible for Long Term Disability (see Article III, Section 3.4.1). An employee may request to use Frozen Sick Leave in accordance with the policy set forth in Article VI, Section 6.1.1 of this MOU.

Annual Leave may not be used to supplement Long Term Disability Benefits.

NOTE: While using Annual Leave or donated leave, an employee will not be eligible to receive Long Term Disability benefits. Any benefit received will be reported to the LTD carrier.

Section 6.4 Family Medical Leave Act:

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

ARTICLE VII NO SMOKING POLICY:

The City and CPE agree to the implementation of a "No Smoking" policy, which shall prohibit members from smoking within City facilities and/or vehicles.

ARTICLE VIII NO STRIKE CLAUSE:

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

ARTICLE IX OVERTIME:

Section 9.1 Time and One-Half:

The City will pay time and one-half for shifts worked during the 24-hour holiday period for Christmas Day and Thanksgiving Day. Time and one-half will be paid for overtime authorized whenever an officer works any time over 40 hours per week including replacement due to Probationary Sick Leave, scheduled Annual Leave, special assignments, call-back, court time, or any other time in which an officer is authorized to work in addition to his/her regularly scheduled shift. Annual Leave, Probationary Sick Leave, and holiday leaves are considered hours worked for purposes of overtime computation.

Section 9.2 "Compensatory Time":

Members of the Unit may receive, at their election, in lieu of overtime compensation, compensatory time off (CTO) at a rate of one and one-half hours for each hour of employment for

which overtime compensation is required under the Unit's MOU and/or the Fair Labor Standards Act (29 U.S.C.).

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

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

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

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

ARTICLE X SALARY:

Section 10.1 Base Rate Schedule:

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

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

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

The City agrees to provide a four-percent (4%) salary increase to all members of the Association effective the first pay period in July, 2010. The salary ranges for all positions in the Association will be updated accordingly.

The City agrees to provide a five-percent (5%) salary increase to all members of the Association effective the first pay period in July, 2011. The salary ranges for all positions in the Association will be updated accordingly.

Effective the pay period following the date of executing, parties agree to implement the payroll schedule as noted in Schedule S.

Section 10.2 Comparable Cities/Benchmark:

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

Accordingly, the City and the CPE agree to meet and collect total compensation data within 60 days prior to the end of this agreement. The City and CPE agree that total compensation shall consist of the following categories: salary and wages, any social security (FICA) benefits (including Medicare) which would normally be the responsibility of the employee, retirement benefits, health care premiums (including medical, dental, optical, or other), reimbursement programs for medical expenses, deferred compensation amounts paid by the City, insurance premiums, holidays, uniform allowances, educational incentives, longevity payments, and any other payments made by the City which may be agreed to at a later date by the City and CPE. Those cities surveyed shall be: Chino, Colton, Fontana, Ontario, Redlands, Riverside, San Bernardino, and Upland. It is further agreed that the data collected from the eight comparable cities be based upon an employee with over five (5) years of service, and that the comparisons between the City and comparable cities shall be maximum amounts, in each enumerated category, available to either group of employees. The City and CPE agree to meet and confer over the results of the survey.

ARTICLE XI SPECIAL COMPENSATION:

Section 11.1 Hazard and Assignment Pay:

The City agrees to pay an additional five percent (5%) above base pay to non-probationary Police Officer I's and II's working in the following capacities:

- A. Air Unit, Air Unit Corporal
- B. Canine Officer, Canine Detective
- C. Domestic Violence Response Team
- D. Field Training Officer
- E. Flex Team, Flex Team Corporal
- F. Investigative Unit
- G. Motor Officer, Investigator, or Corporal in the Traffic Division (understood to be "hazard pay")
- H. School Resource Officer

Section 11.2 Court Assignment:

The City shall provide to each member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his or her employment, overtime compensation, in either cash or compensatory time off at the employee's option for time spent in attendance, with a minimum compensation payment of

four (4) hours. For the purpose of this section a member is considered in attendance when he or she is en route to court from the station (Riverside Court is 30 minutes one way).

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

Section 11.3 Longevity Pay:

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

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

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

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

Section 11.4 Marksmanship Proficiency:

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

Section 11.5 P.O.S.T. Certificate Pay:

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

Effective July 1, 2007, the City will provide an increase of 3% (three percent) of base pay for those members who earn a P.O.S.T. Intermediate Certificate.

Section 11.6 Spanish Language Pay:

The Spanish language pay program currently provides an increase of 2½ % for those members demonstrating the ability to both understand and effectively communicate in Spanish. Effective April 30, 2005, Spanish Language pay shall be increased by 1.5% to a total of 4.0%. 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 Director after passing an oral conversational test established by the Human Resources Department.

ARTICLE XII WORK SCHEDULE:

Section 12.1 Compressed Work Week Schedule:

The City and CPE agree to implement a "4-10 Plan" work schedule for Field Operations at the discretion and timing determined by the Chief of Police. This plan may be terminated at any time during this agreement by the Chief of Police resulting in the Unit's return to a "9-9 Plan" work schedule; provided, however, that the City agrees to meet and confer with CPE prior to termination of the "4-10 plan."

ARTICLE XIII PRIOR AND EXISTING CONDITIONS:

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

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

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

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

ARTICLE XIV BEGINNING OF NEGOTIATIONS:

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

ARTICLE XV AGREEMENT TO MAINTAIN A "LIVING DOCUMENT":

Both the Association and the City recognize the benefits and usefulness of maintaining a "living document" through periodic revision of this MOU to incorporate "housekeeping" changes such as revised job titles, reclassifications, or other detail changes of a non-substantive nature that may occur from time to time. The City agrees that all proposed changes and updates must be submitted to the Association for approval. Therefore, when such need arises, the Human Resources Department shall prepare an

updated version of this MOU with a revision date and provide an electronic version of the document to the Corona Police Employees Association Board. Subsequently, upon Association approval, the City will provide the Information Technology Department with the updated document. The City and the Association agree, further, that such updates do not signify a re-opener of negotiations, nor do they require a formal "meet and confer" process.

ARTICLE XVI MANAGEMENT RIGHTS:

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

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

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

SIGNATURES:

DATE: April XX, 2008

Beth Groves, Employee Relations Officer

DATE: April XX, 2008

Bradly L. Robbins, Management Negotiator

DATE: April XX, 2008

James Auck, Association President

DATE: April XX, 2008

Bryan Wilson, Association Negotiator

DATE: April XX, 2008

Jeff Edwards, Association Negotiator

S c h e d u l e S

Effective on the 1st pay period in July, 2008:

<u>Rank</u>	<u>Range</u>
Police Officer I	391 - 431 (\$4,234 - \$5,168)
Police Officer II	411 - 451 (\$4,678 - \$5,710)
Corporal	421 - 461 (\$4,917 - \$6,002)
Detective	426 - 466 (\$5,041 - \$6,154)

Effective on the 1st pay period in July, 2009:

<u>Rank</u>	<u>Range</u>
Police Officer I	401 - 441 (\$4,450 - \$5,433)
Police Officer II	421 - 461 (\$4,917 - \$6,002)
Corporal	431 - 471 (\$5,168 - \$6,309)
Detective	436 - 476 (\$5,299 - \$6,469)

Effective on the 1st pay period in July, 2010:

<u>Rank</u>	<u>Range</u>
Police Officer I	409 - 449 (\$4,631 - \$5,654)
Police Officer II	429 - 469 (\$5,117 - \$6,247)
Corporal	439 - 479 (\$5,379 - \$6,566)
Detective	444 - 484 (\$5,515 - \$6,732)

Effective on the 1st pay period in July, 2011:

<u>Rank</u>	<u>Range</u>
Police Officer I	419 - 459 (\$4,868 - \$5,943)
Police Officer II	439 - 479 (\$5,379 - \$6,566)
Corporal	449 - 489 (\$5,654 - \$6,902)
Detective	454 - 494 (\$5,797 - \$7,076)