

**CORONA  
POLICE EMPLOYEES  
ASSOCIATION**

**MEMORANDUM  
OF UNDERSTANDING**

**JANUARY 1, 2022 THROUGH  
DECEMBER 31, 2024**

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## **CHAPTER 1 – INTRODUCTION**

### **PREAMBLE**

The City of Corona (hereinafter referred to as “City”), and the Corona Police Employees Association, (hereinafter referred to as “CPEA” or Association), a recognized non-supervisory Association that represents employees (who within this MOU shall be referred to as “Employees” or “Members”) in the classifications of Police Officer, Corporal and Detective have met and conferred in good faith regarding those matters provided for in Section 3500 et seq. of the California Government Code.

### **ARTICLE 1 – TERM OF THE MEMORANDUM OF UNDERSTANDING**

The City and CPEA agree that the term of this Memorandum of Understanding (“MOU”) shall be from January 1, 2022 to December 31, 2024. In the event agreement is not made for a new MOU prior to December 31, 2024, the provisions of this MOU shall remain in force until the successor MOU is approved.

#### **Section 1.1 – 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.

## **CHAPTER 2 – COMPENSATION**

### **ARTICLE 2 – COMPENSATION**

#### **Section 2.1 – Base Rate Schedule**

Effective the beginning of the pay period following City Council approval of this MOU, the City agrees to increase the base rate of pay for each member of the bargaining unit 3.24%.

Effective the beginning of the pay period following January 1, 2023, the City agrees to increase the base rate of pay for each member of the bargaining unit 3.24%.

Effective the beginning of the pay period following January 1, 2024, the City agrees to increase the base rate of pay for each member of the bargaining unit 2.50%.

Each classification shall be assigned a salary range. An employee may advance annually within the salary range. An employee whose overall performance rating is “Satisfactory” or better shall be advanced one or more steps up to the top of the classification’s range. An employee who does not receive an evaluation within thirty (30) days of the date the evaluation is due will receive their merit step increase effective the pay period including the employee’s performance evaluation date regardless of the evaluation rating if received after that date. If the evaluation is provided within thirty (30) days of the employee’s performance evaluation date, and if it is “Satisfactory” or better, the merit increase will be effective the pay period including the employee’s performance evaluation date. If the overall performance evaluation rating on a timely-provided evaluation is less than “Satisfactory”, the employee will not receive a merit increase.

Effective for employees promoted after City Council approval of this 2022-2024 MOU, an employee who is promoted within or out of the bargaining unit to a classification with a higher top of salary range, upon promotion, their performance evaluation date (i.e., the date they may be eligible for a merit increase) shall change to the effective date of the promotion.

## **ARTICLE 3 – ADDITIONAL COMPENSATION**

### **Section 3.1 – Assignment Pay**

The Chief of Police has the authority and discretion to assign employees to the below listed assignments. If the Chief of Police creates any additional assignments during the term of this MOU, the Association agrees that if they have any impacts over the creation of the assignment, it will identify them promptly so that the assignment can be promptly filled. The City shall pay such employees five percent (5%) of base pay for being assigned to these assignments.

- A. Any employee assigned to a task force or team comprised of personnel from multiple agencies
- B. Canine (See Section 3.7 re pay for off-duty activities)
- C. Domestic Violence Response Team
- D. Field Training
- E. FLEX Team
- F. Employees in the Police Officer classification assigned to the Investigative Services Division (ISD) and employees in any classification assigned to ISD outside of the detective bureau.
- G. Motor Officer, Accident Investigator, Commercial Enforcement Officer, or Corporal in the Traffic Division (understood to be “hazard pay”). Employees are not expected to perform any work related to their Motor while off duty.
- H. School Resources
- I. Personnel and Training
- J. Professional Standards Unit
- K. Youth Diversion Team – which is reported as Juvenile Officer Premium
- L. H.O.P.E. Team (Homeless Outreach & Psychological Evaluation)
- M. Tactical Flight Officer

The City agrees to pay five percent (5%) of base pay to Detectives working as a Senior Detective. To become a Senior Detective an employee must work for five (5) years as a Detective and meet competency standards as determined by the Chief of Police.

Any employees assigned to an assignment as set forth in A-M above, (excluding Senior Detective) following January 1, 2022, shall only be eligible to receive one five percent (5%) assignment pay. This does not apply to employees who were receiving more than one five percent (5%) assignment pay prior to January 1, 2022.

### **Section 3.2 – Court Assignment Pay**

Employees who are required to appear and/or testify in connection with work-related matters outside of their scheduled work hours, (pursuant to a lawful subpoena relating to events occurring during the course and scope of their employment), shall receive overtime compensation for the actual time of their appearance, with a minimum of four (4) hours of overtime. Employees may choose to be paid or receive CTO. A member is considered in attendance when they are enroute to and from court. Employees will be paid based on actual travel time to and from any courthouse from their residence, as long as the travel time does not exceed what would be travel time from the station to the court in which they attend. For example, travel time from the station to Riverside Court is 30 minutes.

When, prior to leaving for court, an employee contacts (or is contacted by) the district attorney, the subpoena clerk, or police department supervision, and their immediate attendance in court is not requested; they can be put on "stand-by" and their time off is restricted. The member will be compensated two hours of straight time for the morning. Should the condition continue into the afternoon, the member will be compensated another two hours straight time for the afternoon. Members may elect, in lieu of stand-by pay, to receive compensatory time off (CTO). If an employee on standby reports to court prior to the start of their shift and the time in court continues into the start of the employee's shift, the employee shall be paid for the actual time in court (plus travel) at time and one half.

If the employee is called to court in the morning/afternoon, they shall receive the four-hour minimum as described in the paragraph above and shall not receive court standby for the morning/afternoon. Standby pay for the morning/afternoon will only be paid if the employee does not need to report to court in the morning/afternoon. An employee on standby for the morning court session and who is subsequently called to court during the afternoon session shall receive standby pay (2 hrs.) for the morning session and court appearance pay for the afternoon session. This would apply equally for an employee who appears in court in the morning and is told to remain on standby for the afternoon session.

### **Section 3.3 – Longevity Pay**

In recognition of an employee's length of full-time service to the City of Corona, employees who qualify under the following schedule will receive one twenty-sixth (1/26th) of the following amounts paid biweekly as part of the regular payroll:

#### **Police Officer**

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,645.00
- After twenty-five (25) years of service: \$6,627.00

#### **Corporal**

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,846.00
- After twenty-five (25) years of service: \$6,877.00

#### **Detective**

- After five (5) years of service: \$2,320.00
- After ten (10) years of service: \$3,720.00
- After fifteen (15) years of service: \$5,120.00
- After twenty (20) years of service: \$5,950.00
- After twenty-five (25) years of service: \$7,008.00

### **Section 3.4 – Marksmanship Proficiency Pay**

Employees shall be paid \$16.15 per pay period for meeting the marksmanship proficiency standards established by the police department. A list will be provided to the Human Resources Department each quarter listing those employees failing to meet the standards required to receive this benefit.

Employees must have worked at least one day during the pay period during which the marksmanship proficiency pay is to be issued (or were on Annual Leave, Compensatory Time Off, Administrative Leave or Workers' Compensation Leave) to receive the pay. If due to an accepted industrial injury, an employee is unable to participate in the marksmanship proficiency testing, an extension of up to twenty-six (26) pay periods, to include the first pay period in which the employee is unable to test, will be granted. Once an extension has been approved the employee will continue to receive the marksmanship proficiency pay until such time they are returned to duty and are able to test or the 26 pay period extension has been exhausted. Once the 26 pay period extension is exhausted, the employee will be required to test only if medically able or will not be eligible to receive the pay. , Employees unable to test due to an industrial injury are eligible to request a 26 pay period extension. Employees who separate from employment prior to the date the benefit is paid each pay period will not be entitled to a prorated payment.

### **Section 3.5 – P.O.S.T. Certificate Pay**

Employees shall receive the following for earning a certificate from the Commission on Peace Officers Standards and Training (POST)

1. Three percent (3%) of base pay for earning an Intermediate POST Certificate;
2. Eight percent (8%) of base pay for earning an Advanced POST Certificate.
3. POST certificate pay are not cumulative and the employee shall receive the highest pay for which they are qualified.

### **Section 3.6 – Bilingual Pay**

The City shall pay four percent (4%) of base pay to employees who demonstrate the ability to both understand and effectively communicate in Spanish or American Sign or another language other than English that the Police Chief deems appropriate.

To become qualified to receive this pay, an employee must be certified by the Human Resources Department after passing a certification test (an oral conversational test) established by the Human Resources Department. Employees who first become eligible for bilingual pay on or after January 1, 2022, must re-certify every three (3) years to continue to receive bilingual pay by passing the certification test.

Employees receiving this pay are required to speak the second language in the course and scope of their employment when it is necessary and may be asked to assist in translating.

### **Section 3.7 – Canine Officer Pay**

Each employee performing the assignment of Canine Officer or Canine Detective will receive one and three-quarters (1.75) hours of overtime compensation or 2.625 hours of compensatory time off (CTO) per week which is considered compensation for hours worked under the FLSA for the time spent in the off-duty care and maintenance of the canine.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the employees assigned as Canine Officer or Canine Detective as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.



The City and the Association understand and agree that this additional compensation is intended to compensate Canine Officers or Canine Detectives for all off duty hours spent caring, grooming, feeding, exercising, transporting, obtaining veterinary care, purchasing food and supplies for the canine and otherwise maintaining their assigned canine unit. Unless otherwise authorized by a supervisor, employees in these assignments shall not work in excess of 1.75 hours per week performing their off-duty canine duties.

### **Section 3.8 – School Resource Officer Pay**

The City shall provide three (3) hours of overtime compensation (paid as four and one half (4.5) hours of compensatory time off (CTO) per week, to each employee assigned as a School Resource Officer.

### **Section 3.9 – Acting Pay**

An employee assigned to act in higher classification (one with a higher top step base salary) shall be paid at the higher of the bottom step of the higher classification or a step that is at least five percent (5%) higher than their base salary. If the employee assigned to act is currently receiving any pays provided for in Section 3.1, if they will not be performing the duties of the assignment while acting, the step at which they shall be placed will be the higher of the bottom step of the higher classification or a step that is at least ten percent (10%) higher than their base salary.

### **Section 3.10 – Uniform Allowance and Ballistic Safety Vest**

- (A) Employees shall receive a uniform allowance of one hundred and thirty two dollars and thirty-one cents (\$132.31) per pay period. These employees are required to use their uniform allowance to maintain their uniforms and purchase new uniforms.
- (B) Employees must have worked at least one day during the pay period in which Uniform Allowance is paid and must be on the City payroll (or on Annual Leave, Compensatory Time Off, Administrative Leave or Workers' Compensation status) on the day Uniform Allowance is paid in order to receive it. An employee shall not be paid their uniform allowance if on an unpaid (i.e., did not use Annual Leave) leave of absence that is non-industrial for the entire pay period and do not work during that pay period. Employees who resign, retire, or otherwise terminate employment prior to the date the uniform allowance is paid will not be entitled to a prorated payment.
- (C) The City will reimburse members for the cost of a ballistic safety vest up to \$1,150.00 once every five (5) years. Members due a vest replacement will be notified by the Personnel and Training division that they are due for replacement. Members will be given the option of being given a voucher or being reimbursed by receipt for a replacement vest that meets department protection standards. The department will maintain a list of manufacturers providing the appropriate level vest in the established price range. Any upgrade beyond the approved amount will be the financial responsibility of the member.

## **ARTICLE 4 – DEFERRED COMPENSATION**

All employees in the unit may open a deferred compensation account (per IRS Code section 457) and make pre-tax contributions into it up the maximum permitted by law based on their age. Employees may also make contributions to a Roth IRA. Loans to employees from their deferred compensation accounts shall be regulated by applicable laws and pursuant to the rules and regulations of the deferred compensation plan administrator.

## **ARTICLE 5 – PROMOTIONS**

### **Section 5.1 – Promotions**

An employee who is promoted (moved to a classification with a salary range whose top step is higher than the top step of the employee's current classification) will, upon promotion, be placed at a step (which may be the "1" step or higher) in the salary range of the new classification. The step shall result in an increase of at least five percent (5%) to the employee.

In determining whether the employee has received at least a five percent (5%) increase, the City will include the employee's base pay plus pays the employee has been receiving in the classification from which they promoted that are set forth in Section 3.1 (as well as any additional assignment pays to which the parties agree) with the following exceptions:

- (D) Field Training Officer, F. Investigative Unit assignments that are not continuous and are one year or less in duration, and any temporary assignment pay for duties that are not continuous and are under one year in duration.

In no case will the employee's salary step placement exceed the top step of the new classification's salary range.

### **Section 5.2 – Police Officer I to Police Officer II Promotions**

Notwithstanding stipulations listed in Article 5, Section 5.1 Promotions, the City agrees that officers, who hold status as a Police Officer I, after successfully completing identified skill competencies, will be promoted to a Police Officer II position. The City, in consultation with the Police Chief, will authorize an additional 5% salary increase, for those officers who promote from a Police Officer I to a Police Officer II position which would result in an overall salary increase of 10%.

This section of the MOU sunsets on the first of the pay period following City Council approval of the MOU. At that time, employees who are at the Police Officer I classification who are being moved to the Police Officer classification will go to the step in the Police Officer range that is closest to, but not less than their current base salary, and will not have their anniversary date changed.

## **ARTICLE 6 – WORK SCHEDULES**

### **Section 6.1 – The Defined FLSA Work Period**

The City has adopted the 28-day work period in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Notwithstanding the City's adoption of this work period (which is adopted to set forth the City's obligation under the FLSA), the City pays overtime per the provisions of this Article of the MOU.

### **Section 6.2 – Work Schedules**

Employees in the CPEA shall work a 4/10 work schedule, except employees assigned to Patrol, who shall work a 3/12.5 work schedule and employees who are assigned to work as School Resource Officers who shall work a 5/8 schedule.

A 5/8 schedule shall consist of five consecutive work days of eight consecutive hours each (inclusive of a paid 45-minute meal period and paid breaks). This schedule may be modified to a 4/10 during times of school closure.

A 4/10 work schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each, inclusive of a paid 45-minute meal period and paid breaks.

Employees assigned to a 3/12.5 work schedule shall work three consecutive shifts of 12.5 consecutive hours each (inclusive of a paid 45-minute meal period and paid breaks) each week during each of the four calendar weeks of a 28-day FLSA work period. In addition, the employee shall work one additional shift of ten (10) consecutive hours (inclusive of a paid 45-minute meal period and paid breaks) during the same work period that is adjacent to one of the employee's first or last shifts. This will ensure that these employees are scheduled to work 160 hours (an average of 40 hours per week) during the 28-day work period.

The ten (10) hour shift will be bid by each member during the shift bid process for each six-month shift rotation.

Even though employees scheduled to work a 3/12.5 will be scheduled to work 75 hours in one pay period and 85 hours in the other pay period, they will receive 80 hours per pay period for their regularly scheduled hours.

If the Chief of Police determines that Field Operations should go back to a 4/10 work schedule, the parties shall meet and confer over that decision. However, if the Chief of Police determines that based on an emergency (which shall be articulated) there is a need to suspend the 3/12.5 work schedule, employees will be provided with a minimum of two pay periods' notice.

### **Section 6.3 – Accurately Reporting Time Worked**

Employees are required to accurately report all time worked on their time sheets. Employees may not work any time in addition to their regular work hours before or after work without first receiving approval in advance from their supervisor. In addition, since no supervisor is permitted to require an employee to work overtime without it being reported on their time sheet, if an employee works such time it will be recorded.

Unit members shall record hours worked in one-quarter (1/4) of an hour increments of time. This is illustrated by the following:

0-7 Minutes = No additional time should be recorded

8-22 Minutes = one quarter of an hour

23-37 Minutes = one-half of an hour

38-52 Minutes = three quarters of an hour

53 Minutes = 1 hour and 7 Minutes = one-hour

For example, if an employee whose work schedule is 7:30 a.m. to 5:30 p.m. works until 5:38 p.m., they would record 10.25 hours for the day.

### **Section 6.4 – Clothes Changing and Briefing**

Clothes changing - Time spent in changing clothes before or after a shift is not hours worked and is not compensable. The parties recognize that such time is not compensable because employees have the option per Department Policy to don and doff their uniform and protective gear at home whether they do so or not.

Briefings begin 15 minutes after the start of shift, to permit employees to prepare their assigned vehicles and equipment.

## **Section 6.5 – Meal Period / Code 7 Time**

Employees receive a paid meal period within their assigned work shift. By being paid for a meal period, each employee in the unit must be available to respond to any work-related request, emergency or call for service during their meal period.

## **ARTICLE 7 – OVERTIME**

### **Section 7.1 – Calculation of Overtime**

There are two types of overtime provided by the City: 1) Overtime paid for hours actually worked in excess 40 hours in a workweek, and 2) Overtime paid when an employee's actual hours worked are less than 40 hours in a workweek, but their use of paid leave in the same workweek results in them being in paid status for more than 40 hours in the workweek. For example, an employee who uses two shifts of Annual Leave in the workweek and works one additional shift not on a regularly scheduled workday in the same workweek.

Overtime earned for actually working more than 40 hours in a week shall be paid at the regular rate of pay as defined by the Fair Labor Standards Act (FLSA).

Overtime earned when an employee's hours worked are less than 40 hours in a workweek, but their use of paid leave in the same workweek results in them being in paid status for more than 40 hours in the workweek, is calculated in the same manner as overtime earned for actually working more than 40 hours in a week, except that the rate at which it is calculated does not include any dollars an employee may receive from opting out of health insurance.

Notwithstanding the parties' agreement to pay overtime in excess of the requirements of the FLSA, the parties agree that the City has adopted the 28-day FLSA work period in accordance with section 7(k) of the FLSA. This means that actual FLSA overtime is owed for actual hours worked in excess of 171 in the 28-day FLSA work period. The parties agree that the above agreement in which overtime is paid exceeds the requirements of the FLSA.

The regular rate of pay is determined by dividing the employee's total remuneration earned each week by 40. The MOU overtime rate is determined by dividing the employee's total remuneration earned each week by 40, but does not include any sums an employee may receive for opting out of health insurance.

### **Section 7.2 – Compensatory Time**

#### **7.2.1 – Earning Compensatory Time Off**

Employees working overtime shall receive either pay or compensatory time off (CTO), at the employee's option. Employees can accumulate up to 480 hours of compensatory time. Since CTO is earned at 1.5 hours for each hour of overtime worked, 480 hours of CTO equates to 320 hours of overtime worked. Once an employee has 480 hours of accumulated CTO, they cannot accumulate any additional CTO until their bank is below 480 hours. Any overtime worked when an employee has 480 hours of accumulated CTO will be paid to the employee, shall be paid in cash at the applicable overtime rate.

### **7.2.2 – Using Compensatory Time Off**

An employee wishing to use their accumulated CTO must provide reasonable notice (i.e., 10 days) to their supervisor. If reasonable notice is provided, the request will only be denied if the request is unduly disruptive to the operations of the employee's department. The requirement to backfill at overtime rates is not considered "unduly disruptive". The first two (2) employees per shift shall be permitted to use CTO and the Department shall secure a replacement. Any other employees will be required to secure their own replacement. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

### **7.2.3 – Cashing Out Compensatory Time Off**

Employees may, at their option, be paid for their compensatory time off. Payment when requested under this section shall be at the employee's regular rate of pay in effect at the time the request is made.

On or before the beginning of the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 160 hours of accrued compensatory time off which will be earned in the following calendar year. The payout shall be between the first two regular pay days in November. If the employee's compensatory time off leave balance (in between the regular pay days in November) is less than the total amount the employee elected to cash out the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out. Compensatory time off which is cashed out will be paid at the employee's regular rate of pay.

Employees will be cashed out of any accumulated when they leave employment with the City, or if they are promoted into a classification in the City that does not have CTO.

## **CHAPTER 3 – BENEFITS**

### **ARTICLE 8 – TIERS FOR CERTAIN BENEFITS IN THIS MOU**

Some of the benefits in this MOU are provided per a tiered structure based on date of hire. There are four (4) tiers. Whenever there is a reference to a tier in this MOU, the particular tier is defined as follows:

- Tier I – Employees hired as full-time employees before January 1, 2000
- Tier II – Employees hired as full-time employees on or after January 1, 2000 through October 12, 2007
- Tier III – Employees hired as full-time employees on or after October 13, 2007 through December 31, 2012
- Tier IV – Employees hired as full-time employees on or after January 1, 2013

### **ARTICLE 9 – HEALTH INSURANCE**

The City contracts with the California Public Employees' Retirement System (CalPERS) for the provision of medical insurance. All employees in the bargaining unit shall receive the CalPERS statutory minimum (i.e., the amount required under the Public Employees' Medical and Hospital Care Act (PEMHCA) which is \$149.00/month for calendar year 2022 and a yet to be determined amount for subsequent calendar years).

The City contracts with Delta Dental to provide Dental Insurance with both an HMO and PPO plan option available for employees to choose.

The City contracts with EyeMed to provide Vision Insurance for employees to choose.

If the City desires to change dental or vision carriers, the Association agrees that it will meet promptly with the City to meet and confer regarding such changes.

All employees in the bargaining unit shall receive the amounts below for the purchase of health insurance. This includes medical, dental and vision insurance. These amounts include the CalPERS statutory minimum as well as an additional amount provided under the City's Section 125 Cafeteria Plan.

- (1) \$773.17 per month for Members electing Employee only coverage;
- (2) \$1,546.10 per month for Members electing Employee plus one dependent coverage; or
- (3) \$2,048.39 per month for Members electing Employee plus two or more dependents coverage.

The City's provision of funds for health insurance is provided through the Cafeteria Plan. If a Member enrolls in health benefits that cost more than provided above, they will be responsible for payment of any additional dollars for the benefits chosen.

### **Section 9.1 – Medical Insurance Opt Out**

Eligible Opt-Out Arrangement: Effective March 12, 2022, upon providing reasonable evidence of alternative coverage as required by the ACA's Eligible Opt-Out Arrangement rules (below), employees shall be entitled to the following dollars in the first two pay periods each month in taxable cash, in lieu of the amount provided in Article 9 above:

- (a) \$300.00 (\$600 per month) for Employee + 2 or more dependents
- (b) \$200.00 (\$400 per month) for Employee + 1 dependent
- (c) \$100.00 (\$200 per month) for Employee Only

Employees who opt out of will receive the following Annual Leave through December 29, 2023: For Employee only = 2.38 hours per pay period. For Employee + 1 dependent – 3.38 hours per pay period. For Employee + 2 or more dependents – 3.85 hours per pay period. This leave shall be kept in a separate Annual Leave bank. For calendar year 2022, any leave remaining as of December 16, 2022 will be cashed out on the pay day that occurs on December 22, 2022. For calendar year 2023, any leave remaining as of December 29, 2023 will be cashed out on the pay day that occurs on January 5, 2024.

An employee who opts out will not receive the City's health insurance contribution in Article 9, but those employees who satisfy the Eligible Opt-Out Arrangement rules, will receive the amount in Section 9.1 (a), (b), or (c), as applicable based on an Employees number of dependents ("Opt-Out Amount"). The employee may choose to allocate any portion of the Opt-Out Amount toward dental and/or vision insurance premiums for enrollment in a City dental and/or vision plan, or take the Opt-Out Amount or any portion thereof in taxable cash. If the employee uses any portion of the Opt-Out Amount toward the City's dental and/or vision insurance, such payment will be pre-tax.

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence will be an attestation signed by the employee, attesting to the above, and must be provided no earlier than a reasonable period of time before each plan year begins.

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

1. An employee who opts out of medical insurance must sign a waiver of City offered medical insurance coverage and an agreement to hold the City harmless for any consequences, whatsoever, that result from the waiver of City offered medical insurance coverage; and
2. 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 COBRA "qualifying event" such 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 an employee who is currently opting out fails to make an election for opt out during open enrollment, the employee will be enrolled in a medical insurance plan, lowest cost employee only plan coverage. This default allocation shall not be subject to change.

#### **ARTICLE 10 – IRS SECTION 125 CAFETERIA PLAN WITH FLEXIBLE SPENDING ACCOUNTS**

Section 125 of the Internal Revenue Code authorizes an employee to reduce taxable income for payment of allowable expenses such as dependent care and medical expenses through flexible spending accounts ("FSAs"). The City has enabled employees to participate in a health care flexible spending account ("Health FSA") (which qualifies as a self-insured medical reimbursement plan under IRC section 105) and a dependent care flexible spending account under IRC section 129 ("Dependent Care FSA"). Employees are not required to participate in either FSA, but the City has provided employees with an opportunity to do so. A unit member who participates in either FSA, may submit claims for eligible medical or eligible dependent care expenses, accordingly, to be paid or reimbursed on a pre-tax basis. The taxable salary of the employee will be reduced by the amount an employee elects to direct to their Health Care FSA and/or Dependent Care FSA, up to the maximum limits permitted by law.

An employee will have the opportunity to make such elections during open enrollment each year.

#### **ARTICLE 11 – RETIREE MEDICAL INSURANCE**

- A. Tier I Retirees: For Tier I Retirees the City shall pay a medical insurance premium equal to or less than the monthly premium for the second highest (in cost) PERS family plan at the PERS-designated classification for Riverside County (currently Region 3) and the Medicare Part B cost once enrolled in Medicare (which is done by CalPERS at age 65). The payment for medical is actually deducted from the employee's retirement check and the City then reimburses the employee for the cost.

If a Tier I retiree enrolls in the highest cost medical plan, they will be responsible for payment of the premium between the second highest and highest cost plan.

The City affirms the above Tier 1 Lifetime Health Benefit by agreeing this is a vested benefit that cannot be revoked or negotiated away by future members of management, City Councils, and/or union representatives. The right to receive the above Tier 1 Lifetime Health Benefit is a vested benefit for each Tier I Employee and Retiree. The inclusion of this vesting language is to comply with the United States Supreme Court's decision in *M&G Polymers v. Tackett*, (2015) 135 S.Ct. 926, requiring the intent to vest a benefit be explicitly set forth.

- B. Tier II, III and IV Retirees: These employees who retire from the City of Corona and enroll in a medical plan offered through PEMHCA shall have the City pay the CalPERS annual statutory minimum (toward their retiree medical benefit). These employees will be responsible for paying the remainder of any premiums for medical plans to which such employees (who will then be retirees) enroll. The City will not reimburse Tier II, III and IV Retirees for premiums paid to Social Security for health insurance through Medicare.

### **Section 11.1 – Retiree Health Alternative**

In lieu of receiving the City’s retiree medical benefit in Article 11 above, 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 “qualifying event” may do so on the first day of the month following that event, while those choosing to re-enroll in the absence of a HIPPA “qualifying event” may re-enroll during the next open enrollment period, unless the Tier I Retiree has never participated in a CalPERS health plan. Tier II, III, IV Retirees shall not be eligible for this alternative.

### **ARTICLE 12 – RETIREMENT HEALTHCARE SAVINGS ACCOUNT**

Unit members in Tiers II, III and IV shall receive \$5,000 annually, paid at \$1,250 per quarter, deposited into a Retirement Healthcare Savings Account.

### **ARTICLE 13 – SHORT-TERM DISABILITY PLAN**

The City shall provide a short-term disability insurance plan (provided by an outside carrier) to each employee in the unit who, due a medical condition, qualifies for benefits under the plan. This plan shall contain the following provisions:

- Benefit level shall be 55% of pre-disability earnings as determined by the carrier.
- 90-calendar day benefit period (Includes 7-calendar day benefit waiting period before benefits are provided).
- Monthly maximum benefit of \$10,000.00

Employees may use accrued Annual Leave or Compensatory Time to supplement payments received by the plan. However, employees may not receive more than 100% of their gross compensation prior to the disability.

Any disputes regarding eligibility for benefits shall be dealt with between the employee and the carrier. To the extent that an employee’s leave of absence while receiving short-term disability insurance also qualifies as qualifying leave per the Family and Medical Care Leave Act, the California Family Rights Act or per the California Pregnancy Disability Leave Act, the leave will run concurrently with those Acts and employees will receive the benefits of those Acts.

### **ARTICLE 14 – LONG-TERM DISABILITY PLAN**

The City shall provide the California Law Enforcement Association Group Long Term Disability Insurance Plan A (hereinafter Plan A) to each employee in the unit. The specific details, benefits and plan documents are on file in the City’s Human Resources Department.

If, the City’s pro-rata premium cost for providing Plan A to the CPEA Members is less than the pro-rata premium cost of providing Long-Term Disability insurance to all other City employees, the 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. The 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 by providing Plan A instead of the Long-Term Disability Insurance provided to all other City employees.



## **ARTICLE 15 – LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLANS**

The City shall provide life insurance coverage for unit members equal to five and one-half times the member's annual base pay up to a maximum of \$750,000.

The City shall provide unit members with an accidental death and dismemberment policy in an amount equal to five and one-half times the member's annual base pay to a maximum of \$750,000.

If an employee has any dispute regarding the benefits of what the plan provides, the employee shall contact the carrier to address their dispute since the carrier provides the policy but does not administer it.

### **Section 15.1 – 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. This policy shall remain in force until the retiree reaches the age of 70.

## **ARTICLE 16 – RETIREMENT**

The City contracts with CalPERS for retirement benefits.

### **A. For “Classic Member” Employees**

1. Retirement Formula: 3% at 50 retirement formula set forth in California Government Code Section 21362.2.
2. Single Highest Year: “Single Highest Year” retirement benefit per Government Code section 20042.
3. Payment of Employee/Member Contribution: Classic Members pay nine percent (9%) compensation earnable as their Member Contribution. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
4. Cost Sharing: Classic member employees pay an additional one and one half percent (1.5%) compensation earnable for their retirement contribution as cost sharing in accordance with Government Code section 20516(f). The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee cost-sharing contribution is made on a pre-tax basis.

### **B. For “New Members” As Defined By the Public Employees’ Pension Reform Act of 2013 (PEPRA)**

1. Retirement Formula: 2.7% at 57 formula per Government Code section 7522.25(d).
2. Retirement Benefit Calculation Period: Highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of their retirement or any other three consecutive year period chosen by the employee as set forth in Government Code section 7522.32(a).
3. Payment of Employee/Member Contribution: New member employees are responsible for paying the employee contribution of one-half of the total normal cost of the plan, as defined by CalPERS, through a payroll deduction. This amount is determined by CalPERS each year in its annual valuation. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

C. Additional Optional Benefits for All Employees

The following list of optional benefits is listed here in the MOU for the convenience of the parties to reflect what is currently in the City's contract with CalPERS.

1. 1959 Survivor's Benefit: The City's contract with CalPERS provides Level 3 coverage under the 1959 Survivor's Benefit per Government Code section 21573.
2. Pre-Retirement Option 2W Benefit: The City's contract with CalPERS provides for Pre-Retirement Optional 2W Benefit as set forth in Government Code Section 21548.
3. Military Service Credit: The City's contract with CalPERS provides the Military Service Credit option set forth in Government Code section 21024.
4. Cost of Living Allowance: The City's contract with CalPERS provides the benefit known as the 2% Cost of Living Allowance Increase as set forth in Government Code section 21329.
5. Retiree Death Benefit: The City's contract with CalPERS provides the \$500 Retired Death benefit as set forth in Government Code section 21620.
6. Two Years Additional Service Credit: The City's contract with CalPERS provides the Additional Service Credit (Golden Handshake) – Two Years Additional Service Credit as set forth in Government Code section 20903.
7. Two Years Additional Service Credit: The City's contract with CalPERS provides the Public Service" – Layoff Period – as set forth in Government Code section 21022. (All associated costs are borne by the member electing to purchase the service credit)
8. Post Retirement Survivor Allowance: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code sections 21624, 21626, and 21628.
9. Post Retirement Survivor Allowance to Continue after Remarriage: The City's contract with CalPERS provides the Post Retirement Survivor Allowance as set forth in Government Code section 21635.
10. Pre-Retirement Death Benefits to Continue after Remarriage of Survivor: The City's contract with CalPERS provides the Pre-Retirement Death Benefits to Continue after Remarriage of Survivor as set forth in Government Code sections 21551.
11. Prior Service: The City's contract with CalPERS provides the prior service benefit as set forth in Government Code section 20055.

**ARTICLE 17 – TUITION REIMBURSEMENT**

The City recognizes the value of an educated workforce and encourages employees to pursue higher education. This section provides reimbursement to unit members for tuition, e-books and textbooks for college courses leading to a job-related degree or certificate. Employees shall use their off-duty hours in the pursuit of education.

Subject to satisfaction of all criteria set forth in Article 17 for education plans approved in writing by the City after October 17, 2018, the City shall reimburse Members for the costs described in Section 17.2 up to a lifetime maximum amount of \$10,000 per employee. For education plans approved in writing by the City on or before October 17, 2018, the lifetime maximum shall not apply.

### **Section 17.1 – 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.

### **Section 17.2 – Reimbursable Costs**

The costs eligible for reimbursement are limited to tuition and books, e-books required for the course. Supplies, optional textbooks, mileage on the employee's car, parking fees, lab fees, student fees, health fees, all other fees and costs are not reimbursable.

### **Section 17.3 – Administration**

A unit member who voluntarily leaves employment with the City within one year of receiving a reimbursement per this Section shall be required to repay the City for any reimbursement received during the 12 months preceding the employee's termination date.

### **Section 17.4 – Procedure**

1. 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 shall 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 its decision shall be final.)
2. Subject to the lifetime maximum, the City will reimburse eligible employees for completion of formal education leading to a work-related degree or certificate at a rate equivalent to the California State University fee schedule for tuition.
3. An employee receiving funds for tuition and books, e-books paid for from other sources, including, but not limited to, grants, scholarships, and veteran's educational benefits, shall first apply [deduct] the amount of those funds to the amount being reimbursed by the City. Supplies, optional textbooks, parking fees, lab fees, student fees, health fees, and all other fees are not reimbursable under this policy.
4. Upon satisfactory completion of the course, 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.
5. 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.
6. City vehicles shall not be used for transportation to and from courses, unless incidental to the employee's regular commute.

## **ARTICLE 18 – ADDITIONAL BENEFIT PROVISIONS**

### **Section 18.1 – Employee Assistance Program (EAP)**

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

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

### **Section 18.2 – Medicare Contribution**

The City shall pay the employee's Medicare contribution of 1.45%.

### **Section 18.3 – Fallen or Retired Officers**

The City will provide the surviving family members of any unit member 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 unit member who retired from the Corona Police Department a six-member honor guard, and a department vehicle to attend the funeral and/or memorial service of the retired member. Use of department vehicle is limited to services in California.

### **Section 18.4 – Take Home Vehicles**

Detectives, as well as members in the following assignments shall be allowed to take a City vehicle home.

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

The vehicle is assigned to the member in the particular classification and not to the individual. If a member is no longer assigned to one of the above assignments or is no longer a Detective, they will no longer be provided with access to a take-home vehicle.

The Chief of Police may determine that additional employees (those in assignments not listed above), can have access to a take-home vehicle. Use of those vehicles is solely at the discretion of the Chief of Police.

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

**CHAPTER 4 – LEAVES OF ABSENCE**

**ARTICLE 19 – ANNUAL LEAVE**

**Section 19.1 – Accrual of Annual Leave**

Annual Leave is compensated absence for employees who are absent from duty because of illness, injury, medical or dental care appointments, or personal vacation.

Full-Time Employees: Each biweekly pay period, Annual Leave hours earned are posted to the account of each employee as follows:

YEARS OF SERVICE WITH THE CITY	ANNUAL ACCRUAL	ACCRUAL PER PAY PERIOD
1-5	210 hrs	8.08
6-8	226 hrs	8.69
9-15	250 hrs	9.62
16-20	290 hrs	11.15
21-25	207 hrs	7.97
More than 25	187 hrs	7.17

The above chart shall be interpreted as follows: completion of one year of service to completion of five years of service is the first level. Beginning of the sixth year to completion of the eighth year is the second level. Beginning of the ninth year to completion of the fifteenth year is the third level. Beginning of the sixteenth year to completion of the twentieth year is the fourth level. Beginning of the twenty-first year to completion of the twenty-fifth year is the fifth level. The sixth level starts at the beginning of the employee's twenty-sixth year.

Annual Leave credits will continue to be added to the employee's account while the employee is on leave.

**Section 19.2 – Employees on Initial Probation**

For probationary employees employed less than one full year they shall accrue Annual Leave as follows:

During their probationary period, they shall accrue Annual Leave as Probationary Sick Leave at one-half the rate of a 1-5 year full time regular employee.

At six (6) months, the probationary employee may request up to one week of "Advanced Annual Leave" for vacation purposes with the permission of their supervisor.

When the employee completes one year of service, the employee will be credited with 210 hours of Annual Leave minus any hours used for Probationary Sick Leave or Advanced Annual Leave used during their probationary period.

If an employee's probation is extended, even though still on probation, once they are employed for one year they will accrue Annual Leave per the chart above as an employee who has completed one year of service.

### **Section 19.3 – Use of Annual Leave**

- a. Annual Leave used as vacation Leave for 3/12.5 Patrol: Employees assigned to a 3/12.5 shift in patrol bid the use of annual leave as vacation leave by seniority. There are semi-annual bids and two (2) employees in the unit may be off on vacation leave per shift. Once the vacation bid process for these employees is complete, additional requests for time off must be approved by the Chief of Police or designees, who shall determine if the request is operationally feasible (i.e., services can still be provided without the employee) to be granted. Competing requests for annual leave used as vacation leave following each bid process shall be approved based who submitted the request first.
- b. Employees who use Annual Leave time for illness or injury (i.e., like sick leave) are required to call into their supervisor at least 30 minutes prior to the start of their shift to inform a supervisor that the employee will not be coming to work that day. If the employee is unable to reach a supervisor by phone, the employee may contact dispatch who shall create a call and send it to the on-duty sergeants.
- c. An employee who files a workers' compensation claim where the question of industrial causation is delayed or the claim is not accepted by the City, may use their Annual Leave for the time they are unable to work because of their injury or illness. If the claim is accepted the employee's annual leave will be returned to their account. If and an employee exhausts Labor Code section 4850 benefits but remains off work, an employee may supplement their total temporary disability payments with Annual Leave to receive up to 100% of their base salary.
- d. An employee may not use more Annual Leave than they have accrued on the day prior to its first use. Employees will continue to accrue Annual Leave while the employee is on any paid leave in a pay period, but do not accrue Annual Leave if on an unpaid leave for the entire pay period.  
Section 19.4 – Cash Out or Conversion of the Value of Annual Leave

### **Section 19.4 – Cash Out or Conversion of the Value of Annual Leave**

Cash Out/conversion of annual leave is permitted under the three scenarios, below. The cash out or conversion of annual leave as either payment into deferred compensation, retiree health savings plan or taxable cash shall be at the employee's regular rate of pay, minus the medical insurance opt out/cash back:

#### **19.4.1 – Maximum Accrual of Annual Leave – Conversion above 624 Hours**

At the end of the last day of the last pay period that ends in each calendar year, if an employee has accrued more than 624 hours of Annual Leave, the Annual Leave hours in excess of 624 hours will be converted to the monetary equivalent at the employee's regular rate of pay and the employee shall have the following choice:

- 1) to have the dollar value placed in the Nationwide Retirement Healthcare Savings Account on the employee's behalf; or
- 2) to have the dollar value placed in the employee's deferred compensation account (set up per IRS code section 457) or Roth IRA up to the maximum permitted by law. Any employee who chooses this option must advise Human Resources no later than December 1 each year. If the employee does not advise the City of this option by December 1, the value of the excess Annual Leave will be placed in the employee's RHS account.

For employees who have informed the City that they will be retiring at the end of the calendar year, they will have the option to allow the hours above 624 to be converted to the RHS or have the hours above 624 subject to section 19.4.2.

#### **19.4.2 – Separation from the City**

Employees separating from the City have the following options regarding their accrued Annual Leave:

1. Employees can be paid (as taxable wages) for their accrued Annual Leave.
2. Employees may make an irrevocable election prior to the first day of the month of separation to contribute accrued Annual Leave to the employee's account provided under the City's 457(b) deferred compensation plan or Roth IRA. Contributions of Annual Leave to the 457(b) plan may not cause the employee to exceed the maximum annual deferral limitation for the year in which the contribution is made. If an employee chooses this option, any accrued Annual Leave that exceeds the maximum annual deferral limitations will be paid to the employee as a taxable cash payment.
3. Employees may also receive any amount of the value of their accrued Annual Leave as taxable cash with the remainder going into their deferred compensation account, up the maximum amount permitted under the IRS Code.

#### **19.4.3 – Annual Leave Cash Out**

For Fiscal Year 21-22 employees will be able to cash out leave as provided for in the parties' prior MOU. For the period of July 1, 2022 through December 31, 2022, employees may cash out Annual Leave that will be earned between July 1, 2022 and December 31, 2022. The employee must make this election by November 15, 2022. The employee can elect to receive the cash out one week after the pay day for the pay period that includes December 1.

On or before the pay period which includes December 15 (the first year being 2022) of each calendar year, an employee may make an irrevocable election to cash out Annual Leave that will be earned in the following calendar year. The employee can elect to receive the cash out in the pay period that includes December 15th.

In addition to the above, starting in calendar year 2022, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Chief Talent Officer for a payoff of accrued flex leave. The amount of Annual Leave which may be cashed out is limited to the amount necessary to meet the emergency. If there is an unforeseen emergency, an employee can cash out Annual Leave earlier in the year than described above.

#### **19.4.4 – Donating Annual Leave**

Employees may donate annual leave to their fellow employees per requirements of the City's Voluntary Donation of Annual Leave Policy.

#### **19.4.5 – Using Leave Prior to Retirement**

An employee who has informed the City of their retirement has the option to delay the date of their retirement by up to a maximum of two months (i.e., they can use up to two months of their Annual Leave) and cash out any remaining accrued Annual Leave.

## **ARTICLE 20 – HOLIDAYS**

### **Section 20.1 – Holidays**

The following are holidays for employees in the unit:

1. January 1<sup>st</sup>, 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. Juneteenth, June 19<sup>th</sup>
6. July 4<sup>th</sup>, Independence Day
7. First Monday in September, Labor Day
8. November 11<sup>th</sup>, Veterans Day
9. Fourth Thursday in November, Thanksgiving Day
10. Friday immediately after Thanksgiving Day
11. December 24<sup>th</sup>, Christmas Eve
12. December 25<sup>th</sup>, Christmas Day
13. December 31<sup>st</sup>, New Year's Eve
14. Every day appointed by the President, Governor or Mayor as a holiday, with the consent of the City Council, except for every day on which an election is held throughout the State.

For all City holidays, employees will either work (because it is their regularly scheduled workday or because they are working an additional shift) or be off work (because the holiday falls on their regular day off). Employees who are scheduled to work on a City holiday may request the day off and such request is subject to supervisor approval. If approved, the employee will receive holiday pay for the shift and may use annual leave or compensatory time to cover any hours scheduled above ten (10) for the shift.

### **Section 20.2 – Payment and/or Accrual of Annual Leave for Certain Holidays**

Except for the six holidays listed below, if the employee works on the holiday and it is their regularly scheduled day to work, they shall receive their regular wages for the day (including any overtime if applicable) and accrue Annual Leave for the number of hours of their regular work shift up to a maximum of ten (10) hours.

If the employee is required to work on the holiday and it is their regularly scheduled day off, they shall be compensated with time and one half for actual hours worked and accrue Annual Leave up to a maximum of ten (10) hours.

If an employee does not work on the holiday and it is their regularly scheduled day off, they shall accrue Annual Leave for the number of hours of their regular work shift up to a maximum of ten (10) hours.

For the six holidays listed below, employees shall receive pay for work shifts that begin on a holiday or for work shifts that begin before a holiday (holidays begin at 12:00 a.m. on the day of a holiday) but continue into the holiday, as described below the list of holidays. For all six (6) of these holidays, regardless of whether an employee works any part of the holiday, they shall also accrue Annual Leave for the number of hours of their regular work shift up to a maximum of ten (10) hours.

1. January 1<sup>st</sup>, New Year's Day
2. July 4<sup>th</sup>, Independence Day
3. Fourth Thursday in November, Thanksgiving Day
4. December 24<sup>th</sup>, Christmas Eve
5. December 25<sup>th</sup>, Christmas Day
6. December 31<sup>st</sup>, New Year's Eve



- A. If an employee's regularly scheduled work shift begins on one of these holidays, the employee shall be paid time and one-half (1.5) for the hours worked on that entire shift.
- B. If an employee's regularly scheduled work shift begins before one of these holidays, but that same shift continues into the holiday, the employee shall be paid time and one-half (1.5) only for the hours worked on that holiday. The hours worked before the holiday begins (at 12:00 a.m.) shall be paid as regular work hours.
- C. If an employee is not regularly scheduled to work on the holiday, but is called in, agrees to work for another employee, is held over or otherwise ordered to work a shift that begins on one of the these holidays, the employee shall be paid double time for the hours worked on that entire shift.
- D. If an employee is not regularly scheduled to work on the holiday, but is called in, agrees to work for another employee, is held over or otherwise ordered to work a shift that begins before one of these holidays, but that same shift continues into the holiday, the employee shall be paid double time only for the hours worked on that holiday. The hours worked before the holiday begins (at 12:00 a.m.) shall be paid as regular work hours (including any overtime if applicable).
- E. Employees on Labor Code § 4850 leave shall be credited with 10 hours of Annual Leave for all holidays that occur while the employee is out on leave.

**ARTICLE 21 – COMPASSIONATE LEAVE**

Compassionate Leave: Paid leave for up to (5) days, not to exceed 40 hours, shall be granted upon request to a regular employee in the case of death in their family. For the purposes of clarification, family is defined as spouse, parents (natural, adopted or step), legal guardians, siblings, children (natural, adopted or step), grandparents, grandchildren, current in-laws (brother, sister, mother, father, son, daughter or grandparents).

**CHAPTER 5 – EMPLOYER-EMPLOYEE RELATIONS**

**ARTICLE 22 – ASSOCIATION ACTIVITIES**

**Section 22.1 – Time Bank**

The City shall establish a "Time Bank" for use by members of the CPEA. The City shall annually contribute the dollar value of three (3) hours of annual leave for each unit member to the Time Bank in the first pay period in August.

The Time Bank is for use by unit members for any lawful activity, including, but not limited to, attendance at seminars, classes, and conferences, for the welfare of officers and for community service. To use the Time Bank, employees must receive approval from the Association. The use must also be approved by the Chief of Police or designee to ensure it is consistent with the operational needs of the Department. An employee who uses the Time Bank shall use the appropriate Time Bank payroll code in recording their time.

**ARTICLE 23 – MANAGEMENT RIGHTS**

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

The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies; to set standards of service to be offered to the public, and through its management officials, to exercise control and discretion over its organization and operations; to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU; to direct its employees; to take disciplinary action for just cause; to relieve its employees from duty because of lack of work or for other legitimate reasons; to determine whether goods 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 assign work and overtime pursuant to existing policies and protocols; 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 CPEA in their wages, hours, or other conditions or employment, the City agrees to meet and confer with representatives of CPEA 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 CPEA 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 24 – PROBATIONARY PERIOD**

### **Section 24.1 – Length of Probationary Period**

The initial-hire probationary period for all positions in the bargaining unit shall be one year. Employees on their initial-hire probationary period are at-will employees.

Employees promoted to a higher classification shall be subject to a six-month probationary period. If an employee is rejected from probation, they shall be entitled to return to their prior position.

### **Section 24.2 – Extension of Probation**

An employee's probationary period can be extended for three reasons provided the employee is provided written notice of the extension prior to the original expiration date of their probation:

- 1) The employee was on a leave of absence without pay during probation.
- 2) The employee was unable to work due to an injury or illness.
- 3) Based on the discretion of Chief of Police with the approval of the Human Resources Department, the employee's probationary period may be extended up to six (6) months in three-month increments.

## **ARTICLE 25 – NOTICE REGARDING LAYOFFS**

Before the City provides written notification to any employee that they are being laid-off, the City shall provide advance notice to the CPEA Board of its intent to lay-off employees. It is expressly understood that, by providing such notice, the City is not in any way changing, limiting, or impeding its management rights, as discussed in Article 23 of this MOU, including its right to effectuate lay-offs in its sole and absolute discretion. This section applies only to those situations where the City is contemplating laying-off one or more employees due to economic, operational, or other reasons, and does not apply to the termination of one or more employees for a disciplinary or other reason.

## ARTICLE 26 – DISCIPLINE

### Section 26.1 – Disciplinary Actions Defined

1. Oral/Written Warning

The use of an oral or written warning shall be used as a tool by supervisors to address performance problems or minor instances of misconduct and may be initiated at any time. Only if it qualifies as punitive action under the Public Safety Officers' Procedural Bill of Rights Act, will the employee be entitled to an administrative appeal per the informal process below. The supervisor or manager will review with the employee both the specific deficiencies in question and the City's standards. The cause(s) of the deficiency will be identified along with specific improvement needed. Any written warnings will be kept in the supervisory file, not the official personnel file, and a copy given to the employee. The employee may attach a written rebuttal if desired. The supervisory file is intended to be a temporary file to record performance, both positive and negative, throughout the performance year. Written warnings shall be discarded at the end of one year or sooner.

2. Written Reprimand

A Written Reprimand generally is appropriate to correct instances of more serious circumstances or employee misconduct which do not warrant suspension or discharge, repeated instances of minor misconduct or identified performance problems. The purpose of a Written Reprimand is to put the employee on notice that the City will take other disciplinary action unless immediate, real and consistent improvement in performance is demonstrated. The supervisor or manager issuing the Written Reprimand shall meet with the employee to discuss specific improvements required within a defined time period to avoid further disciplinary action. A copy of the Written Reprimand will be placed in the employee's official personnel file.

3. Transfer for purpose of punishment

The transfer of an employee's work assignment or to a different schedule, with or without loss of pay, for the purpose of punishment.

4. Suspension

Suspension is the temporary removal of employees from their duties without pay.

5. Reduction in Pay

A Reduction in Pay is a reduction in hourly salary for a limited and defined period of time, and does not result in any classification change. The employee continues to report to work for the duration of the Reduction in. If the employee accepts the reduction in pay and agrees to waive the right to appeal, the employee shall have the option to use accrued leaves (with the exception of sick leave) for all or part of time of reduction in pay.

6. Demotion

Demotion is the movement of an employee from the current classification to a new classification having a lower top step salary.

7. Discharge

A discharge is a termination from employment.

## **Section 26.2 – Pre-Disciplinary Procedure**

If an employee is to be suspended, receive a reduction in pay, be transferred for purposes of punishment, demoted or discharged, the employee shall:

1. Receive written notice of the intended action at least ten (10) calendar days before the date it is intended to become effective, stating the specific grounds and the particular facts upon which the action is based.
2. Receive copies of any known materials, reports or other documents upon which the intended action is based, including all documents, statements, transcripts and other materials produced during the investigation of the underlying misconduct.
3. Be accorded the right to respond in writing within a reasonable period of time to the intended charges.
4. Be accorded the right to meet within a reasonable period of time with the Police Chief.
5. Be given the written decision of the Police Chief prior to the effective date of the disciplinary action.

## **Section 26.3 – Disciplinary Appeals Procedure**

The following appeals procedures are adopted by the parties pursuant to Government Code § 3304.5 of the Public Safety Officers' Procedural Bill of Rights Act.

1. Punitive Action - The term "punitive action" means any action defined by Government Code § 3303, i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."
2. Formal Appeals Procedures – For Punitive Action Not Covered by the Informal Hearing Process
  - a. Filing the appeal: If an employee desires to appeal a disciplinary action not covered by the informal process, they (or their representative) shall submit a written notice of appeal. A representative of the City shall contact either the employee or their identified representative within ten (10) calendar days of receipt of the notice of appeal to determine whether the parties can agree on an arbitrator to hear the appeal. If the parties cannot reach agreement on an arbitrator, the Chief Talent Officer or designee will send a letter to the State Mediation and Conciliation Service requesting a list of seven (7) arbitrators. Once the list is received, the representatives of the parties shall strike names until an arbitrator is chosen. The parties shall toss a coin to determine who shall strike the first name. Once the arbitrator is selected, the parties will contact the arbitrator to schedule a hearing.
  - b. Hearing Process: During the hearing, the formal rules of evidence do not apply. The cost of the list of arbitrators, the arbitrator themselves, and the court reporter shall be split between the City and the Association unless the Association is not financially supporting the appeal by providing representation for the employee. Once the arbitrator issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives
  - c. The Arbitrator's Decision: The arbitrator shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing.

- d. **The City Manager's Role:** Within thirty-five days of receipt of the advisory arbitrator's recommendation the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject or modify the advisory arbitrator's recommendation or any part thereof. In no case, however, may the City Manager increase the penalty above that imposed by the department head. The City Manager's decision shall be final and binding. In reaching their decision, the City Manager shall review the advisory arbitrator's recommendation and the evidence, both documentary and testimonial, and arguments presented to the advisory arbitration.
- e. **Right to File In Court:** The employee has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a 90-day statute of limitations.

### 3. Appeals Procedures Informal Process

The Informal Hearing Procedure, as opposed to the formal procedures, will be used for written reprimands.

#### a. Appeal to the Police Chief

- (1) An employee who receives a written reprimand may appeal the action to the Police Chief. The appeal is an opportunity for the employee to present information and arguments why a punitive action should not occur or offer alternatives to the action.
- (2) **Notice of Appeal:** Within ten (10) calendar days of receipt by an employee of the reprimand, the employee shall notify the Police Chief in writing that they intend to appeal the punitive action.
- (3) **Hearing Officer:** The Police Chief shall act as the hearing officer. If the Police Chief cannot serve as the hearing officer because they are a material witness or are otherwise conflicted, then the City Manager shall serve as the hearing officer. The hearing shall take place within twenty (20) calendar days of the date the employee filed the appeal or such other time as may be agreeable by the parties.

#### b. Burden of Proof: The City shall bear the burden of proof at the hearing.

The Department shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge(s) and that punitive action was reasonable under the circumstances.

#### c. Conduct of Hearing

- (1) The rules of privilege shall be observed.
- (2) The parties may present arguments through documents and statements.
- (3) Following the presentation of material and statements, the involved parties may submit closing arguments orally for consideration by the hearing officer.
- (4) **Representation:** The employee may be represented by an Association representative or attorney of their choice.

d. Decision

After the hearing, a decision will be submitted in writing within thirty (30) calendar days and provided to the employee. The decision shall advise the employee that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.5.

## **ARTICLE 27 – GRIEVANCE PROCEDURE**

The Grievance Procedure is established to provide a consistent process for the fair and expeditious resolution of grievances.

A. Definition of a Grievance: A Grievance is an allegation by one or more an employee or the CPEA that there has been a misinterpretation, misapplication or violation of the MOU.

B. Steps in the Grievance Process

1. Informal: Any party believing it has a grievance is encouraged to attempt to resolve the matter by informal discussion through the chain of command or by bringing the matter to the attention of the designated supervisor or department representative.

2. Step One (Department) – Employee or Association

a. The grievant or their representative shall present the grievance in writing to the Police Chief within sixty (60) calendar days of the occurrence giving rise to the grievance or the time within which the grievant (either the employee or CPEA) knew or should have known of the occurrence.

The grievance must state the Article and Section of the MOU alleged to be violated and provide as much narrative as possible as to why the employee believes their rights (under the MOU) have been violated. The grievance is not required to be submitted on any particular form.

b. Within seven (7) calendar days of the submission of the grievance, the Police Chief, or designee, shall meet with the grievant and the grievant's representative, if any. Within seven (7) days of the meeting, the Police Chief or designee shall provide a written decision regarding the grievance and send it to the grievant.

3. Step Two - Chief Talent Officer

a. If the grievant is not satisfied that the grievance was resolved at step 2, the grievant or their representative shall present the grievance in writing to the Chief Talent Officer within ten (10) calendar days of the response from the Police Chief at step 2.

b. Within ten (10) calendar days of the presentation of the grievance at step 3, the Chief Talent Officer and, if necessary, other City representatives, will meet with the grievant and the grievant's representative to discuss the grievance. The meeting will take place during regular City Hall business hours at a mutually agreeable time.

c. If the grievance is not resolved at the meeting at step 3, the Chief Talent Officer shall, within ten (10) calendar days, provide a written decision regarding the grievance and send it to the grievant

#### 4. Step Three (Advisory Arbitration)

- a. If the grievance has not been resolved in the foregoing steps, the grievant or the grievant's representative shall advise the Chief Talent Officer in writing within fifteen (15) calendar days following receipt of the written decision from the Chief Talent Officer that the matter is being appealed to advisory arbitration.
- b. The Chief Talent Officer, within ten (10) calendar days, will request a list of seven arbitrators from the office of State Mediation and Conciliation and the parties will either mutually select an arbitrator or exercise an alternate striking process of the names on the list provided by SMCS with the parties flipping a coin as to which party will make the first strike.
- c. The arbitrator will conduct an arbitration in such manner as they deem appropriate, provided however, each party shall have the right to make opening statements, examine and cross-examine witnesses and introduce evidence.
- d. Within 45 calendar days of conclusion of the arbitration, the arbitrator will issue an advisory recommendation to the City Manager, and the parties.
- e. The City and the grievant shall share equally the costs of the arbitrator and the court reporter. Each party shall bear their own costs of representation and shall pay the cost of transcripts, if desired.
- f. The City Manager will issue their final decision on the grievance within twenty (20) days of receipt of the advisory recommendation of the arbitrator.
- g. The grievant has the right to appeal the City Manager's decision in accordance with California Code of Civil Procedure section 1094.6 that provides a 90-day statute of limitations.

#### C. Rules regarding the Grievance Procedure

1. No employee shall be subject to any adverse actions or consequences filing of a grievance in good faith.
2. A grievant is entitled to representation in the preparation and presentation of a grievance at any step in the grievance procedure.
3. Grievances must be filed as described in the steps. Unless there is an agreement in writing to extend any of the time deadlines of a timely filed grievance, it shall be deemed abandoned.
4. Grievances involving the same or similar issues may be consolidated for presentation at the discretion of the City.
5. Any grievance may be withdrawn by the grievant at any time.
6. Any step or steps in this grievance procedure can be waived by agreement between the grievant and the City Manager or their designee.

## **ARTICLE 28 – FITNESS FOR DUTY EXAMINATIONS**

An employee may be required to participate in a fitness for duty medical examination with a City physician if a determination is made that the examination is job-related and consistent with business necessity. The examination may only be requested by the Chief of Police, with the approval of the Human Resources Department. Such an examination will only be required if it is determined based on objective evidence that the employee is suffering from an injury or illness that may be rendering them unable to perform the essential functions of their job.

## **ARTICLE 29 – NO STRIKE / CONCERTED ACTIVITIES**

The parties to this MOU recognize their mutual responsibility to provide the citizens uninterrupted public safety services.

During the term of the MOU, no employee of the Unit shall engage in any form of concerted action to withhold service from the City.

A strike is never permitted since members of the unit are not permitted to strike per the law.

During the life of this MOU, CPEA 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 30 – NO SMOKING OR VAPING**

Employees are prohibited from smoking tobacco products or vaping on duty or in City facilities and vehicles at any time.

## **ARTICLE 31 – SEVERABILITY**

If any provision of this MOU is deemed by a court of competent jurisdiction to be illegal or otherwise unenforceable, the remaining provisions of this MOU shall remain in full force and effect. In the event of such invalidation, the City and the Association shall meet and confer in good faith concerning such invalidation for the purpose of arriving at a mutually satisfactory replacement.

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.

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.

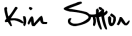
However, each party may seek the mutual cooperation of the other party in meeting and conferring on working conditions that will improve departmental efficiency and for which there is negligible or no cost; and during the ensuing 18 month period from the signing date of this MOU the City and the Unit 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.



**FOR THE CITY OF CORONA**

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Angela Rivera  
Chief Talent Officer

March 2, 2022  
Date

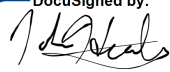
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Kim Sitton  
Finance Director

March 2, 2022  
Date


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Peter J. Brown  
Chief Labor Negotiator

March 2, 2022  
Date

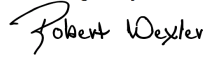
**FOR THE CORONA POLICE OFFICERS' ASSOCIATION**

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John Healy  
President, CPOA

March 2, 2022  
Date

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Dan Hackett  
CPOA Negotiations Team Member

March 2, 2022  
Date

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Robert Wexler  
Chief Labor Negotiator

March 2, 2022  
Date