CORONA UTILITIES EMPLOYEE ASSOCIATION

Memorandum of Understanding

July 1, 2026- December 31, 2027

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CHAPTER 1 – INTRODUCTION

ARTICLE 1 – RECOGNITION – PREAMBLE

The City of Corona (hereinafter referred to as "City"), and the Corona Utilities Employee Association, a recognized non-supervisory unit which represents employees (who within this document shall be referred to as "Employees" or "Members") in classifications set forth below in Appendix A (hereinafter referred to as "CUEA"), have met and conferred in good faith regarding those matters provided for in Section 3505 of the California Government Code. The below sets forth the parties' agreement.

ARTICLE 2 – TERM OF THE MEMORANDUM OF UNDERSTANDING

The City and CUEA agree that the term of this Memorandum of Understanding ("MOU") shall be from July 1, 2026, to December 31, 2027.

ARTICLE 3 – BEGINNING OF NEGOTIATIONS

The City and CUEA agree to endeavor to begin the meet and confer process for a successor MOU no later than six (6) months prior to the expiration of this MOU.

CHAPTER 2 – COMPENSATION

ARTICLE 4 – COMPENSATION

Section 4.1 – Salary Range and Merit Increases

Effective the first full pay period following City Council approval of this document, the base salary will be increased for each member of each classification as follows:

Classification	
SCADA Engineer	6.5%
Senior SCADA Engineer	10.0%
Lead Utility Maintenance Technician	5.5%
Lead Utility Service Worker	5.5%
Senior Utility Maintenance Technician	5.5%
Senior Utility Service Worker	5.5%
Utility Maintenance Technician I	5.5%
Utility Service Worker I	5.5%
Utility Service Worker Crew Leader/Equipment Operator	5.5%
Utility Maintenance Technician II	5.5%
Utility Service Worker II	5.5%
Meter Service Technician	3.5%
Lead Water Operator	6.5%
Lead Water Reclamation Operator	6.5%
Water Operator I	4%
Water Operator II	4%
Water Operator III	4%
Water Reclamation Operator I	4%

Water Reclamation Operator II	4%
Water Reclamation Operator III	4%

Effective December 26, 2026, the base salary will be increased for each member of each classification by three percent (3%).

If during the term of this MOU, the City determines that for any classification it needs to increase base salary, the Association agrees it will promptly (within two weeks) meet and confer.

Each classification shall be assigned a salary range. The minimum time that an employee may advance within the assigned salary range is one (1) year, except that the City Manager, within their discretion, may advance an employee sooner if it is determined that such advancement is appropriate.

An employee whose overall performance evaluation rating is "Satisfactory" or better shall be advanced 5% each year up to the top of the classification's range. An employee who does not receive an evaluation within thirty (30) days of their anniversary date (i.e., the date the evaluation is due) will receive their merit increase effective the pay period including the employee's anniversary date regardless of the evaluation rating on an evaluation received after that date. If the evaluation is provided within thirty (30) days of the employee's anniversary date, if it is "Satisfactory" or better the merit increase will be effective the pay period including the employee's anniversary date. If the overall performance evaluation rating is less than "Satisfactory", the employee will not receive a merit increase.

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. The City shall place the employee on the salary range (in the classification into which the employee is promoting) at a step that is no less five percent (5%) (base salary) higher (but no higher than top step of the new range) than the base salary they were receiving in the classification from which they promoted.

Section 4.2 – Classification Studies

If the City undertakes a classification or compensation study for any represented class, a copy shall be provided to the CUEA.

Section 4.3 – Total Compensation/Benchmark Positions

Prior to the start of each labor negotiations for a successor MOU, the City will conduct a total compensation survey to evaluate how certain benchmark classifications are paid in the marketplace. The marketplace is the agencies the City will survey.

The total compensation survey is not binding on the City or the Association. Rather, it will be conducted to provide the parties with information related to how the surveyed agencies compensate the benchmark classifications. The parties acknowledge that marketplace compensation is a relevant factor in determining appropriate compensation for employees in the unit. However, compensation surveys have limited value as the elements of compensation and survey agencies chosen by the parties are not an exact science as to the best comparators. Both parties are free to make proposals in their labor negotiations that are not tied to the results of the compensation survey.

The following are the elements of compensation that will be included in the total compensation survey:

1. Salary: Top Step or Top of Range Base Salary.
2. Retirement: A reduction from total compensation for the percentage of base salary that employees pay for their retirement. For example, if an employee pays the eight percent (8%) member contribution and 1.5% for cost sharing, the reduction will be 9.5% of base salary.
3. Retirement: Any agency-paid member contributions toward Retirement; and separately, if the

agency-paid member contributions are reported to CalPERS as "Special Compensation".
4. Benefits: The City's contribution to Medical, Dental and Vision Insurance at the family (or employee +2) level.
5. Benefits: The City's cost of life insurance provided to employees in the classification.
6. Deferred Compensation: Deferred Compensation provided to all members of a classification with or without the requirement for an employee to provide a matching or minimum contribution.
7. Longevity Pay – The highest amount available for employees with 10 years of service.
8. Bilingual Pay – The highest amount paid for bilingual pay.
9. Water Certifications – For benchmark classifications surveyed that require either a Water Treatment or Distribution Certification, pay provided for certifications that are minimally required for the job.

The City will utilize benchmark positions from a cross-section of the bargaining unit. The parties agree that if either side wishes to modify the benchmark positions or internal relationships, the other side will agree to promptly meet and confer.

ARTICLE 5 – ADDITIONAL COMPENSATION

Section 5.1 – Certification Pay

Employees shall be eligible for certification pay as follows:

5.1.2 – Utilities Department Employees

Employees in the classifications listed below shall receive $500.00 per month for earning a grade four (4) Wastewater Treatment Plant Operator certification. Employees in these classifications shall receive $1,025.00 per month for earning a grade five (5) Wastewater Treatment Plant Operator Certification. These amounts are not cumulative. An employee who earns a grade five (5) certification will no longer receive pay for having previously earned the grade four (4) certification. These certifications are earned from the State of California's Water Resources Control Board:

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

Employees in the classifications listed below shall receive $500.00 per month for earning either a grade four (4) Water Distribution Operator certification or grade four (4) Water Treatment Operator Certification. An employee can be paid for only one grade four (4) certification. Employees in these classifications shall receive $1,025.00 per month for earning a grade five (5) Water Treatment Operator certification or a grade five (5) Water Distribution Operator certification earned from the State of California. An employee can be paid for only one grade five (5) certification. These amounts are not cumulative. An employee who earns either grade five (5) certification will no longer receive pay for having previously earned either grade four (4) certification.

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

Employees in the classifications listed below shall receive $500.00 per month for earning a grade four (4) Water Distribution Operator certification. Employees in these classifications shall receive $1,025.00 per month for a grade five (5) Water Distribution Operator Certification earned from the State of California. These amounts are not cumulative. An employee who earns a grade five (5) certification will no longer receive pay for having previously earned the grade four (4) certification.

- Utility Service Worker I/II FLEX
- Senior Utility Service Worker
- Lead Utility Service Worker

- Utility Maintenance Technician I/II FLEX
- Senior Utility Maintenance Technician
- Lead Utility Maintenance Technician
- SCADA Engineer
- Utility Service Worker Crew Leader
- Meter Services Technician

Employees in this section who earn a certification and become eligible to receive the pay shall receive a pro-rated amount (depending on when they earn the certification) in the first calendar month unless earned on the first day of the month. Similarly, when an employee leaves City employment or no longer maintains one of the certifications, they too should receive a pro-rated amount for the last month they either maintain the certification or are employed by the City unless that day is the last day of the month.

The City will not pay for tuition, books, transportation, and mileage for course work leading to receipt of the certifications described in this section but shall reimburse employees of the Utilities Department for the State certification fee and re-certification fee upon proof of the employee's successful completion of the certifications described in this section.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the monetary value of the certification pays in this section shall be reported to CalPERS as Special Compensation. The parties agree that this pay is described in Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as "Water Certification Premium" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Section 5.3 – Standby Pay

Being on standby means that an employee is required to promptly return to work after being called and be fit for duty and able to respond. Employees on standby are not permitted to drink alcohol or use any substance that will affect their ability to return to work. Being on standby does not constitute hours worked since employees are off-duty and permitted to engage in personal pursuits. However, since employees on standby are waiting to be engaged to work, the parties agree that employees are entitled to compensation as provided in this Section.

Employees on standby are required to respond to a phone call as quickly as possible, generally within a few minutes. Upon responding, the employee will be instructed as to whether they are required to return to work (it is possible that the issue could be resolved by talking to the employee on the phone or using a computer to resolve the issue) and if so, will be informed of the location to which they must respond. Response time will generally be the employee's normal commute time and any additional minimal time necessary to get ready to return to work. Some employees may, based on their department head's discretion, be provided with a City vehicle while on standby. Unless the employee is provided a take home vehicle, the employee shall report to their normal work location to obtain a city vehicle prior to reporting for any "field work".

Employees who call in sick for a day while on standby shall not receive standby pay for the day if they are unable to respond to a call for service. Employees will be eligible to receive standby pay on a day they call in sick if at the time they call in, they notify their supervisor that they are able to respond to calls for service after regular scheduled hours.

5.3.1 – Standby Pay Employees Who Receive a Weekly Amount

The employees listed below shall receive standby pay as described for being on standby for a week (seven (7) 24-hour periods). If one of these standby assignments is for less than a full week, the weekly Standby Pay shall be pro-rated accordingly. Employees other than those listed herein shall not be placed in a standby capacity.

If employees are contacted while on standby and required to respond back to work, they shall receive a minimum of two hours of pay, paid portal to portal. As such, the time is measured from the time the employee leaves their residence (or other location closer to the City if they are closer to the City) and returns to their residence (or other location closer to the City if the employee returns to a location closer to the City). In addition, assuming the time worked is overtime per Article 8, the pay will be paid at overtime rates as described in Article 8.

Employees contacted on standby who are not required to return to work will be paid for their actual time worked and will not receive the two-hour minimum.

1. The following employees shall receive four hundred dollars ($400) per week while on standby:

   a. Utilities Department Employees: Employees in the classifications of Water Operator I/II/III Flex, Water Reclamation Operator I/II/III Flex, Lead Water Operator, Lead Water Reclamation Operator, Senior Utility Maintenance Technician, Lead Utility Technician, Utility Maintenance Technician I/II Flex, Utility Service Worker I/II Flex, Senior Utility Service Worker, Lead Utility Service Worker, Meter Services Technician, Utility Service Worker Crew Leader, Senior SCADA Engineer and any other classification in the Utilities Department designated by the City Manager.

Section 5.4 – Callback Pay

An employee called to work while off duty during hours that do not overlap their regular work hours shall be paid for all hours actually worked with a minimum of two (2) hours of paid at overtime rates, paid portal to portal. However, if the hours when the employee is called back overlap their regular work hours, they shall receive their regular pay for those hours and only receive overtime pay for the time that is not overlapping their regular work hours. If an employee is only required to communicate electronically and not report to work, they will be paid for their actual time worked if time worked is eight (8) minutes or longer.

Section 5.5 – Longevity

In recognition of an employee's length of 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:

After five (5) years of full-time service	$500.00
After ten (10) years of full-time service	$700.00
After fifteen (15) years of full-time service	$800.00
After twenty (20) years of full-time service	$1,000.00

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the monetary value of Longevity Pay shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(1) and 571.1(b)(1) as "Longevity Pay:" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Section 5.6 – Shift Differential Pay

Shift differential pay is available to employees as described in this section.

5.6.1 – Definition of Shifts

1. Swing shift – a shift that begins between 12:00 p.m. and 4:59 p.m.

2. Graveyard shift – a shift that begins between 5:00 p.m. and 4:59 a.m.

If an employee who is working a shift that does not qualify for shift differential is asked to work a part of the next shift in place of an employee who would receive shift differential, the hours worked for the next shift will qualify for shift differential. However, if that employee is just working additional hours on their shift (not as a replacement for an employee who would receive shift differential) those additional hours will not qualify for shift differential.

Similarly, if an employee working a shift that qualifies for shift differential is asked to work a part of the next shift in place of an employee who would not receive shift differential, the hours worked for the next shift will not qualify for shift differential. However, if that employee is just working additional hours on their shift (not as a replacement for an employee who would not receive shift differential) those additional hours will qualify for shift differential.

5.6.2 – Pay for Swing and Graveyard Shift

1. Swing Shift: An employee shall receive shift differential pay of seven and one-half percent (7.5%) of base hourly rate for being assigned to work a swing shift.

2. Graveyard Shift: An employee shall receive shift differential pay of ten percent (10%) of base hourly rate for being assigned to work a graveyard shift.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the monetary value of shift Differential shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as a "Shift Differential" However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Section 5.7 – Bilingual Pay

The City shall pay $189.58 per month to employees for Bilingual pay. If an employee becomes eligible for bilingual pay for less than a full month, the monthly amount shall be pro-rated accordingly. All unit employees are eligible to test for bilingual pay, and to receive bilingual pay for Spanish upon successful completion of the testing process. For languages other than Spanish, whether an employee can test for bilingual pay will be determined based on operational need as determined by the City Manager or their designee. An employee receiving bilingual pay will be required to speak the alternate language in the course and scope of their employment and may be asked to assist in translating even if unrelated to their specific job duties.

To receive bilingual pay employees must pass a certification test (an oral conversational test) established and administered by the Human Resources Department in Spanish and/or such other language the City has determined is desirable. Employees must re-certify every three (3) years to be eligible to receive bilingual pay by passing the certification test.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the monetary value of bilingual pay shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(4) and 571.1(b)(3) as "Bilingual Pay" – a type of reportable special compensation. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Section 5.8 – Working Out of Class Pay

For operational reasons, employees may be assigned to work in a classification with a higher salary range than their own classification if the employee concurs. If such an assignment is made the employee shall be paid at the "first" step of the higher classification's salary range or five percent (5%) more than the employee's actual compensation salary, whichever is greater, for the entire time served in the higher classification. However, in no case shall the salary paid to the employee working out of class be higher than "top" step of the classification being worked. Unit employees working out of class shall be entitled to all benefits under the terms of this MOU, including the entitlement to overtime compensation.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the monetary value of pay for working out of class shall be reported to CalPERS as Special Compensation for classic members as defined under the Public Employees' Pension Reform Act (PEPRA) of 2013. The parties agree that pay for working out of class is described in Title 2 CCR, Section 571(a)(3) as "Temporary Upgrade Pay" – a type of reportable special compensation. This pay is not reportable as special compensation for employees defined as "new members" under PEPRA. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Section 5.9 – Uniforms

5.9.1 – Employees Provided Uniforms

Employees shall be provided eleven (11) sets of uniforms, which shall be laundered by the City's vendor.

For each classification who is provided with a uniform, the monetary value for the purchase, rental and/or maintenance of required clothing (which will be reported to CalPERS for classic members) will be established on an annual basis by the Finance Department. The current rates are set forth in Appendix B to this MOU. These amounts will be reviewed and adjusted annually as the amounts change.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the value of uniforms shall be reported to CalPERS as Special Compensation for classic members as defined under the Public Employees' Pension Reform Act (PEPRA) of 2013. The parties agree that pay for working out of class is described in Title 2 CCR, Section 571(a)(5) as "Uniform Allowance" – a type of reportable special compensation. This pay is not reportable as special compensation for employees defined as "new members" under PEPRA. However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

5.9.2 – Maternity Uniforms

Upon request by an employee, the City shall provide maternity uniforms for employees who are otherwise entitled to receive uniforms.

ARTICLE 6 – DEFFERED COMPENSATION

All employees in the unit may open a deferred compensation account and make pre-tax contributions into it up to the maximum permitted by law based on their age. Employees may also make a contribution to a Roth IRA.

A. Employer Match: For employees who set up a deferred compensation account, the City shall make a matching contribution into their deferred compensation account at the end of each quarter in an amount equal to that deposited by the employee, but not to exceed $500.00 per calendar year. Employees who do not open a deferred compensation account will not receive a city contribution.

B. Employer Contribution (no match required): Employees shall also receive an additional City contribution into their deferred compensation account of $150.00 per quarter.

C. 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 7 – WORK SCHEDULES

Section 7.1 – The Defined FLSA Work Period

The workweek for all members of the unit shall be 168 regularly recurring hours. For employees working a schedule other than the 9/80 or 3/12-4/12 work schedule, the workweek shall begin on Saturday at 12:00 a.m. and end at 11:59 p.m. the following Friday.

For employees working the 9/80 work schedule, each employee's designated FLSA workweek (168 hours in length) shall begin exactly four (4) hours after the start time of their eight (8) hour shift on the day of the week that corresponds with the employee's alternating regular day off.

Employees assigned to work the 3/12 – 4/12 work schedule are scheduled to work 84 hours per pay period. The FLSA workweek for these employees shall end exactly six (6) hours after the start time of the first shift in the employee's workweek in which the employee is scheduled to work four consecutive shifts in the workweek.

Employees assigned to work the 7/12 work schedule are scheduled to work 84 hours per pay period. The FLSA workweek for these employees shall end exactly six (6) hours after the start time of the fourth shift in the employee's workweek.

Section 7.2 – Work Schedules

The following types of work schedules exist for employees in the unit:

- A 5/40 schedule consists of a weekly work schedule of five (5) consecutive workdays of eight (8) consecutive hours each.
- A 9/80 schedule consists of alternate weeks of four (4) consecutive workdays of nine (9) consecutive hours each, followed by five (5) consecutive workdays, four of which consist of nine (9) consecutive hours each and one (1) day of eight (8) consecutive hours.
- A 4/10 schedule consists of a weekly work schedule of four (4) consecutive workdays of 10 consecutive hours each.
- A 2/12 – 2/8 schedule consists of a weekly work schedule of four consecutive work days, consisting of two (2) work shifts of 12-consecutive hours each and two (2) work shifts of 8-consecutive hours each.
- A 3/12 – 4/12 schedule consists of alternate weeks of 3 consecutive workdays of 12 consecutive hours each, followed by 4 consecutive workdays of 12 consecutive hours each.
- A 7/12 schedule consists of 7 consecutive work days of 12 consecutive hours each, followed by 7 consecutive days off.
- Where the term "consecutive hours" is used herein may be inclusive or exclusive of a paid meal period depending on whether the classification receives a paid or unpaid meal period.

The department retains the right to make de minimis changes (30 minutes or less change to start and end time) to the shift schedule (i.e., start and end time of an employee's work shift), provided the employee is given at least ten (10) calendar days' notice of such change. The intent of the parties is not to allow multiple de minimis changes to consistently push an employee's start and end time forward or backward.

Any other changes to an employee's work schedule or shift schedule can be made by the Department with at least two weeks' notice to the employee.

The Association agrees that if requested to meet and confer over a work or shift schedule change, it will do so promptly.

Section 7.3 – Accurately Reporting Time Worked

Employees are required to accurately report all time worked on their time sheets. An employee may not work any time in addition to their regular work hours before or after work or on an unpaid meal break without first receiving approval in advance from their supervisor. Thus, all overtime requires advanced approval. 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 increment 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. (with a one-hour unpaid lunch) works until 5:38 p.m., they would record 9.25 hours for the day.

ARTICLE 8 – OVERTIME

Section 8.1 – Overtime Authorization

All employees shall receive overtime compensation paid at time and one-half for all approved overtime hours worked in excess of forty (40) hours worked in a seven (7) day work period.

Section 8.2 – Hours Worked

In determining whether an employee is eligible for overtime pay (i.e., have they worked more than 40 hours in their defined FLSA workweek), the City shall include the employee's actual hours worked as well as all paid leaves of absence.

Effective upon notification from the City with at least two (2) weeks' notice, the following paragraph shall replace the first paragraph in Section 8.2:

In determining whether an employee is eligible for overtime pay (i.e., have they worked more than 40 hours in their defined FLSA workweek), the City shall include the employee's actual hours worked but will not include paid leaves of absence except in specific circumstances. However, annual leave shall be included when an employee is held beyond their regularly scheduled shift or called back to work for an emergency (e.g. sudden and unforeseen maintenance/repairs, imminent threat, immediate action required, etc.). The employee shall be entitled to overtime paid at one and one-half times the regular rate of pay for the additional consecutive hours worked. However, paid leave shall not count as hours worked in workweeks when additional hours worked are planned in advance.

Section 8.4 – 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 120 hours of compensatory time. Once an employee has earned 120 hours of accumulated CTO, they cannot accumulate any additional CTO until their bank is below 120 hours. Any overtime worked when an employee has 120 hours of accumulated CTO will be paid to the employee and not banked as CTO.

An employee wishing to use their accumulated CTO must provide reasonable notice 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 on overtime behind an employee is not considered "unduly disruptive". Reasonable notice is defined as at least two calendar weeks. 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.

Employees will be cashed out of any accumulated CTO at their then current regular rate of pay when they leave employment with the City, or when they are promoted into a classification in the City that does not have CTO. In addition, each year (on the first pay period in November) employees will be cashed out at their then current regular rate of pay of all their accrued CTO, unless the employee notifies the City in writing by December 31 of the prior calendar year of their desire to carryover CTO into the subsequent calendar year. Employees may pre-designate to carryover up to (40) hours. For example, in December 2024 an employee would have to pre-designate that in November 2025 the employee wished to carry-over up to 40 hours into calendar year 2026.

CHAPTER 3 – BENEFITS

ARTICLE 9 – ARTICLE DELETED

ARTICLE 10 – CAFETERIA INSURANCE BENEFITS

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 $162.00 for calendar year 2026 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 currently contracts with EyeMed to provide Vision Insurance for employees to choose.

If the City needs to change Dental and/or Vision carriers, the Association agrees to meet promptly so that the negotiations can be resolved expeditiously.

All employees in the bargaining unit shall receive the amounts below for the purchase of cafeteria 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.

Effective the first pay period following City Council adoption of an MOU, the amounts above are the following:

$1,003.00 per month for Members electing Employee only coverage;
$1,721.00 per month for Members electing Employee plus one dependent coverage; or
$2,273.00 per month for Members electing Employee plus two or more dependents coverage.

Effective January 1, 2027, the amounts above will increase to the following:

$1,028.00 per month for Members electing Employee only coverage;
$1,796.00 per month for Members electing Employee plus one dependent coverage; or
$2,373.00 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 an employee enrolls in health benefits that cost more than the amount provided by the City above, the employee will be responsible for payment of such additional sum.

Section 10.1 – Family Medical Leave Act/California Family Rights Act

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

Section 10.2 – Medical Insurance Opt Out

Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage as required by the Affordable Care Act (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 Section 10.2 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

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.

ARTICLE 11 – 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 Care 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.

Upon the conclusion of the open enrollment period, the employee's election shall not be subject to change during the plan (i.e., calendar) year. Any amounts remaining in the FSAs after the expiration of the time permitted to submit claims as set forth in the plan documents shall be handled as provided by law.

ARTICLE 12 – RETIREE MEDICAL INSURANCE

(A) The City agrees to provide medical insurance premium payments for employees who retire from the City of Corona for the Retiree and their eligible dependents.

1. Employees who were hired as full-time employees before January 1, 1999, and retired before January 1, 2006: The premium payment shall be paid to the Retiree as a direct deposit each month. The City pays the CalPERS statutory minimum ($162 per month for 2026 and a yet unknown amount beyond 2027) directly to CalPERS and then direct deposits the difference between the statutory minimum and the cost of the monthly premium for the medical insurance plan chosen by the Retiree. The payment for medical is then deducted from the employee's retirement check. The payment shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year at the end of the year.

2. Employees who were hired as full-time employees before January 1, 1999, and who retired after January 1, 2006, or who were hired before that date and will retire in the future: The premium payment shall be paid to the Retiree as a direct deposit each month. The City pays the CalPERS statutory minimum ($162 per month for 2026 and a yet unknown amount beyond 2027) directly to CalPERS and then direct deposits the difference between the statutory minimum and plan chosen by the employee. The payment for medical is then deducted from the employee's retirement check. The maximum the City will pay is equal to the monthly premium for the second highest costing family plan available under PEMHCA 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 shall include reimbursement for premiums paid to Social Security for health insurance through Medicare once a year. If the employee chooses a plan that costs less than the second highest (in cost) plan, the City will pay the difference between the CalPERS statutory minimum and the plan chosen. If the Retiree enrolls in the highest cost medical plan, the City will direct deposit the difference between the statutory minimum and the second highest cost medical plan, and the Retiree will be responsible for payment of the premium between the second highest and highest cost plan.

The City hereby affirms its intent to protect the retirement health benefits of employees hired as full-time employees before January 1, 1999, and employees who remain continuously employed by the City. For those employees, lifetime health benefits will not be revoked or negotiated away by future members of management, Association representatives or City Councils.

(B) All other 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 Retirees for premiums paid to Social Security for health insurance through Medicare.

Section 12.1 – Retiree Health Alternative For Employees Hired Before January 1, 1999, and who retired before January 1, 2006:

In lieu of receiving the City's retiree medical benefit described above, for a full-time employee hired before January 1, 1999, and who retired before January 1, 2006, that 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 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 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 Retiree elects to receive the contribution. Retirees needing to re-enroll because 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 "qualifying event" may re-enroll during the next open enrollment period, unless the Retiree has never participated in a CalPERS health plan. No other Retirees shall be eligible for this alternative.

ARTICLE 13 – POST EMPLOYMENT HEALTH PLAN (PEHP)

Unit members shall receive a quarterly payment of $50 to the Nationwide Post Employment Health Plan (PEHP) Account. This is a tax-exempt health reimbursement arrangement that can be used after retirement for the purposes of qualified health insurance premiums and medical expenses.

ARTICLE 14 – SHORT-TERM DISABILITY INSURANCE PLAN

The City shall provide a short-term disability insurance plan to each employee in the unit, who, due to 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 defined 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 paid leaves (including probationary sick leave) to supplement payments received by the plan. However, employees may not receive more than 100% of their gross regular wages.

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 of per the California Pregnancy Disability Leave, the leave will run concurrently with those Acts and employees will receive the benefits of those Acts.

ARTICLE 15 – LONG-TERM DISABILITY INSURANCE PLAN

The City shall provide a long-term disability insurance plan to each employee in the unit, who, due to a medical condition, qualifies for benefits under the plan. This insurance plan shall contain the following provisions:

- Benefit level shall be 66 2/3% of pre-disability earnings as defined by the carrier.
- Monthly maximum benefit of $10,000.00
- Elimination Period (Waiting period): 90 days

Employees may use accrued paid leaves (including probationary sick leave) to supplement payments received by the plan. However, employees may not receive more than 100% of their gross regular wages.

Any disputes regarding eligibility for benefits shall be dealt with between the employee and the carrier.

ARTICLE 16 – 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 basic earnings up to a maximum of $750,000.

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

Any disputes regarding eligibility for benefits shall be dealt with between the employee and the carrier.

Unit members shall be provided the carrier's Certificate of Coverage upon request.

Section 16.1 – Retiree Life Insurance

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

ARTICLE 17 - RETIREMENT

The City contracts with CalPERS for retirement benefits.

A. For "Classic Member" Employees

1. Retirement Formula: 2.7% at 55 retirement formula set forth in California Government Code Section 21354.5.

2. Single Highest Year: "Single Highest Year" retirement benefit per Government Code section 20042.

3. Payment of Employee/Member Contribution: Classic Members pay eight percent (8%) 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.

B. For "New Members" As Defined by the Public Employees' Pension Reform Act of 2013 (PEPRA)

1. Retirement Formula: 2% at 62 formula provided per Government Code section 7522.20(a).

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, per Government Code section 7522.32(a).

3. Payment of Employee/Member Contribution: One-half of the total normal cost of the plan, as defined by CalPERS. 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 4 coverage under the 1959 Survivor's Benefit per Government Code section 21574. Employees pay the employee premium for this benefit and the employer cost for the difference between the Level 3 and Level 4 survivor benefits.

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. Retired 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 18 – 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 and textbooks for college courses leading to a job-related degree or certificate. Employees shall use their off-duty hours in the pursuit of higher education.

Subject to satisfaction of all criteria set forth in this Section, for education plans approved in writing by the City, the City shall reimburse Members for the costs described in Section 18.2 up to a lifetime maximum amount of $10,000 per employee.

Section 18.1 – Pre-Approval

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

Section 18.2 – Reimbursable Costs

The costs eligible for reimbursement are limited to tuition and books (including e-books and e-library fees) required for the course.

Section 18.3 – 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 18.4 – 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 of $10,000, the City will reimburse eligible employees for completion of job-related formal education leading to a job-related degree or certificate.

3. 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.

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.

ARTICLE 19 – REST AND MEAL PERIOD

Section 19.1 – Rest Period

Employees shall be allowed but not required to take a rest period of fifteen (15) minutes during the first half of their shift and another rest period of fifteen (15) minutes during the second half of their shift.

Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.

Section 19.2 – Meal Periods

Employees are required to take a meal period of thirty (30) minutes or (60) minutes each shift. The determination of which classifications have (30) minutes, and which have (60) minutes shall be established through the meet and confer process.

Those employees who were receiving a paid meal period at the time of the approval of this MOU (Water Operators (I/II/III Flex), and Water Reclamation Operators (I/II/III Flex), Lead Water Operators, and Lead Water Reclamation Operators) will continue to do so. For all other employees, meal periods are unpaid. An employee with an unpaid meal period who is required by their supervisor to work through their meal period shall be paid for such work.

ARTICLE 20 – ADDITIONAL BENEFIT PROVISIONS

Section 20.1 – 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.

Section 20.2 – Medicare Contribution

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

Section 20.3 – Safety Boots/Shoes

Any unit employee required to wear safety boots/shoes shall be reimbursed up to $300 per calendar year for the purchase of safety boots/shoes. Employees in classifications regularly assigned to standby duty shall be eligible for up to $600 in annual reimbursement. The shoes/boots which are purchased must be for the employee to use for work for the City of Corona and the boots cannot be resold. In lieu of reimbursement, employees can purchase up to $300 or $600 (only those employees regularly on standby) for safety boots/shoes on the City's account at its contracted vendor.

Section 20.4 – Tools

All City employees shall be provided with tools to perform their job.

CHAPTER 4 – LEAVES OF ABSENCE

ARTICLE 21 – ANNUAL LEAVE

Section 21.1 – Definition

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

Section 21.2 – Accrual of Annual Leave

21.2.1 – Full-Time Regular Employees

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

Years of Service With the City	Each Pay Period	Annual
1-5	6.46	168 Hours
6-8	7.08	184 Hours
9-15	8.00	208 Hours
16+	9.54	248 Hours

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. The beginning of the ninth year to completion of the fifteenth year is the third level. The fourth level starts at the beginning of the employee's sixteenth year.

21.2.2 – Employees on Initial Hire Probation

During an employee's initial hire probationary period, the employee shall accrue Annual Leave as follows:

- 3.23 hours as Probationary Sick Leave per pay period. During the first six months, such leave may be used for sick leave, only.

- 3.23 hours of Annual Leave per pay period. At six (6) months, the probationary employee may request to use up to one week of Annual Leave for vacation purposes with the permission of their supervisor. Under extenuating circumstances and with Department Head approval, this leave can be used prior to six months of employment.

- When the employee completes one year of service, the Annual Leave accrued as Probationary Sick Leave will be converted to regular Annual Leave. If an employee's probation is extended, even though still on probation, once they are employed for one year all Annual Leave they accrue will be regular Annual Leave.

Section 21.3 – Use of Annual Leave

a. Employees schedule Annual Leave for themselves by submitting requests to use their Annual Leave to their Department Head or designee. Department Heads or their designees responsible for approving Annual Leave being requested in advance (as opposed to it being used for illness and injury where advance notice is not possible) shall grant the request if it is operationally feasible (i.e., services can still be provided without the employee) to do so. In each department where a bid process exists for the use of Annual Leave as vacation, that process shall be followed. If there is no bid process in existence, selection of vacation (i.e., when employees can use Annual Leave for vacation) shall be made using a process that is fair to the employees, based on seniority or some other equitable method.

b. Employees who use Annual Leave time for illness or injury are required to call, text or email their supervisor at least 30 minutes prior to the start of their shift to inform the supervisor that the employee will not be coming to work that day. If a supervisor suspects that an employee is abusing their use Annual Leave as sick leave, the supervisor may request documentation from a medical provider supporting the use of leave. Requests for documentation cannot be for leave used prior to the date the request was made.

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.

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.

e. Employees may use Annual Leave for the illness of a child, parent, spouse, registered domestic partner, sibling, grandchild, grandparent, or designated person per Labor Code sections 233 and 245.5.

Section 21.4 – Cash Out or Conversion of the Value of Annual Leave

There are three situations described below when an employee may have their Annual Leave cashed out or converted to deferred compensation by the City. All Annual Leave cashed out or converted to deferred compensation in this section will be valued at employees' base hourly rate of pay.

21.4.1 – Maximum Accrual of Annual Leave – Conversion above 584 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 584 hours of Annual Leave, the Annual Leave hours in excess of 584 hours will be converted to the monetary equivalent as described in Section 21.4 and the dollar value placed in the employee's deferred compensation account or Roth IRA up to the maximum permitted by law. Any amounts over the IRS Annual Limit will be paid out as taxable wages.

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 584 to be subject to section 21.4.2.

21.4.2 – Separation from the City

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

1. Paid in cash: Employees can be paid (as taxable wages) for their accrued Annual Leave as described in Section 21.4

2. Deferred Compensation/Roth IRA: Employees may make an irrevocable election prior to the first day of the month of separation to contribute the value of accrued Annual Leave to the employee's deferred compensation account provided under the City's deferred compensation plan or Roth IRA. Contributions of Annual Leave to the deferred compensation 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. Split between Cash and Deferred Compensation: Employees elect to receive any portion of the value of their accrued Annual Leave as taxable cash with the remainder going into their deferred compensation account or Roth IRA, up to the maximum amount permitted under the IRS Code.

21.4.3 – Annual Leave Cash Out

On or before 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 Annual Leave that will be earned in the following calendar year. The employee can elect to receive the cash out in the one week after the pay day for the pay period that includes December 1.

In addition to the above, 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 Annual 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 at any time in the year.

21.4.4 – Donating Annual Leave

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

ARTICLE 22 – HOLIDAYS

All unit members shall observe the following holidays:

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. Juneteenth – June 19th
6. July 4th, Independence Day
7. First Monday in September, Labor Day
8. November 11th, Veterans Day

9. Fourth Thursday in November, Thanksgiving Day
10. Friday immediately after Thanksgiving Day
11. December 24th, Christmas Eve
12. December 25th, Christmas Day
13. December 31st, 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.

Section 22.1 – How Holidays are Observed and Paid

Employees in the unit work either "with regard to holidays" or "without regard to holidays". Employees who work "with regard to holidays" have holidays off and employees who work "without regard to holidays" work in positions where the employee is required to work on a holiday.

Employees who work with regard to holidays: (Employees in all classifications, except those listed below)

All holidays in the above list will be observed on the actual day of the holiday except for holidays that occur on a Sunday. For holidays that occur on a Sunday the observed day shall be the following Monday.

If the observed holiday falls on an employee's regular workday, and the employee does not work on that day, they shall be paid for their regularly scheduled hours, up to ten hours. For employees who work schedules in excess of ten (10) hours per day, they can use annual leave or accrued compensatory time to be paid for the hours above ten (10) hours on a holiday. Employees without such leave will only be paid for ten hours for the holiday.

If the employee is required to work on a holiday due to an emergency or other unintended event, the employee shall be paid time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of this MOU to which the City is required to include in calculating the FLSA regular rate of j) for all hours worked, plus accrue 10 hours of Annual Leave.

For holidays that fall on the employee's regular day off, employees shall accrue Annual Leave hours equal to the number of hours of their regular shift, up to a maximum of ten (10) hours per day. These Annual Leave hours may be used by the employee (including employees on their initial probationary period) as Annual Leave.

Employees who work without regard to holidays: (Employees in the following classifications): Water Operators, Water Reclamation Operators, Lead Water Reclamation Operator, Lead Water Operator, Senior Reclamation Operator, Senior Utility Service Worker, Senior Water Operator, and Utility Service Worker.

For employees who work "without regard to holidays", a holiday will be observed on the actual dates above. Since those employees typically work on a holiday, the employee shall be paid time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of the terms and conditions to which the City is required to include in calculating the FLSA regular rate of pay) for all hours worked on the holiday, plus receive pay for 10 hours in lieu of holiday leave. If the holiday falls on the employee's regular day off, the employee shall accrue 10 hours of Annual Leave.

If the holiday falls on the employee's regular work day but employee does not work on that day, then the employee will paid for their regular shift, up to 10 hours. If the employee's regular shift is longer than 10 hours the employee may supplement Annual Leave or CTO to receive a full paycheck for that day.

Rules Applicable to All Employees Whether They Work With or Without Regard to Holidays

Employees that work on the day of an observed holiday shall be paid at time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of the terms and conditions to which the City is required to include in calculating the FLSA regular rate of pay) for all time worked on the holiday, plus holiday pay equal to the number of hours of their regular shift on that day, with a maximum of ten (10) hours.

An employee is deemed to "work" on the day their shift starts. For example, if the holiday falls on Thursday, an employee working a shift that begins Wednesday night and ends on Thursday morning is not considered to work on the holiday; however, an employee whose shift begins Thursday night and ends Friday morning is considered to work on the holiday.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the additional compensation paid to employees who are normally required to work on holidays because they work positions that require scheduled staffing without regard to holidays shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) as a "Holiday Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

ARTICLE 23 – COMPASSIONATE LEAVE

Compassionate Leave: Paid leave for up to (5) days, not to exceed 40 hours, may be granted 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). Compassionate leave does not need to be used consecutively, but may be broken up over multiple, non-consecutive days, not to exceed six months after the death of the family member.

ARTICLE 24 – JURY DUTY AND WITNESS LEAVE

Section 24.1 – Jury Duty

1. An employee who is called for jury duty shall be compensated (as though they were working) for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. Employees are required to provide documentation to Human Resources that they are on jury duty and once completed, provide documentation from the court that they have completed their jury duty service. This documentation is necessary for employees to receive pay for jury duty.

2. If a unit member is required to be absent from work to report for jury duty, the employee will notify their supervisor of the absence as soon as possible, including a phone message the night before if the employee finds out via a phone recording that they must report the next day.

3. An employee on jury duty must either return to work after the jury service is done for the day if there are still four hours or more left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift.

4. An employee who is called to jury duty on a non-working day will not receive compensation or be authorized to change their schedule as a result of being called to jury duty.

5. An employee who is scheduled for a swing or graveyard shift on a day they are called to jury service will be authorized to change their work hours in order to report to jury service under the same provisions of 1-3 above.

Section 24.2 – Witness Leave

Any employee who is required to serve as a witness pursuant to a lawful subpoena in any judicial or quasi-judicial proceeding in a manner related to City business shall be allowed time off without loss of pay to perform such duties. All fees to which the employee is entitled by law for such services shall be paid (less transportation allowance, if any) to the City. Per California Labor Code Section 230(b), an employee shall be allowed time off without pay (unless approved Annual Leave is used) to appear at a matter outside the scope of their employment in which the employee is a party.

CHAPTER 5 – EMPLOYER – EMPLOYEE RELATIONS

ARTICLE 26 – MANAGEMENT RIGHTS

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

In addition to the foregoing, the parties agree that the City may demand to meet and confer over the subject of furloughs.

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

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact employees of the Association in their wages, hours or other conditions of employment, the City agrees to meet and confer with the Association 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 the Association 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 27 – PROBATIONARY PERIOD

Section 27.1 – Length of Probationary Period

The probationary period for all positions in the bargaining unit shall be one year. Employees on their initial hire probationary period are at-will employees. If an employee passes their probationary period, they shall become regular employees. If an employee is rejected from probation, they are not entitled a hearing to challenge the decision to reject them from probation, but may be entitled to a name clearing hearing, if applicable.

Employees promoted to a higher classification within CUEA shall be subject to a six-month probationary period. If an employee is rejected from probation having previously passed probation in the classification from which they promoted; they shall be entitled to return to their prior position.

Section 27.2 – Extension of Probation

An employee's probationary period can be extended for three reasons:

1. The employee was on a leave of absence without pay during probation. The employee's probationary period may be extended for the number of workdays the employee was on the leave of absence without pay by providing the employee written notice of the extension prior to the expiration of probation.

2. The employee was unable to work due to an industrially caused injury or illness. The employee's probationary period may be extended for the number of workdays the employee was unable to work due to the industrially caused injury or illness by providing the employee written notice of the extension prior to the expiration of probation.

3. Based on the discretion of the employee's department head 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. If this decision is made, the City will inform the probationary employee in writing that their probation has been extended prior to expiration of any original or extended probation and will inform the employee of the new date upon which their probationary period will end.

ARTICLE 28 – LAYOFF PROCEDURE

An employee could be subject to lay off for economic reasons:

Section 28.1 – Order of Layoff

No permanent full-time employee shall be laid off while there are emergency, probationary, part-time, or temporary employees (not including federally funded) serving in the same classification. Employees shall be laid off in inverse order of their seniority in their current job classification (plus any time they may have in a higher job classification).

If two employees have equivalent in-class seniority, ties will be broken using their overall full-time City seniority. If there is still a tie, the employee who shall receive a layoff notice shall be the one with the lowest overall rating on their most recent performance evaluation.

Section 28.2 – Bumping Rights

An employee subject to layoff shall be entitled to bump to a position in a classification they previously held if they have more seniority in the classification to which they are bumping, plus any seniority in a higher classification. The employee must have held regular status (i.e., they passed probation) in the classification to which they are bumping. The employee being displaced by the employee exercising bumping rights shall be the employee with the least in-class seniority (including any seniority from a higher classification).

The employee seeking to bump must meet the current minimum qualifications for the position into which they seek to bump and be capable of performing the duties of the position, including the physical and mental demands. The bumped employee shall be laid off unless they have the ability to bump another employee subject to the same requirements of the initial employee who was able to bump.

An employee who is subject to lay off whose former position has been re-titled or reclassified who is denied bumping rights may appeal the decision to deny bumping rights. The employee shall submit a written request to the CUEA President within three (3) working days of the denial of bumping rights. The CUEA Board will screen each request. The CUEA Board has discretion to request a review by an Appeals Committee within one week of receiving the request from the employee. The Appeals Committee shall consist of the CUEA President or designee, a member of the Human Resources Department, and the Department Director or designee of the department to which the employee seeks to bump. The Appeals Committee shall render a decision within one week, and notification of the Committee's decision will be made to the employee by CUEA. If the decision of the Appeals Committee is not unanimous, the majority's decision (of the three members) shall be final. However, if the CUEA representative is the minority, the Association can appeal to the City Manager, whose decision shall be final and not subject to the filing of a grievance.

Section 28.3 – Notice of Layoff

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

Section 28.4 – Reemployment

Laid off employees shall be placed on a reemployment list for the classification held at the time of layoff. The reemployment list shall be maintained with the employee with the greatest classification seniority at the top of the list and others in order of classification seniority following. The reemployment list shall exist for two (2) years at which time it will expire.

If a vacancy in that classification from which the employee was laid off becomes available, an employee on the reemployment list will be offered the position. If there is more than one employee on the list, the City may select from the top two (on the list) using seniority and previously received performance evaluations to determine to whom to offer the position. Any employee offered to be reemployed from the reemployment list must respond to the offer within seven (7) calendar days of the offer being made and be available to report to work within fourteen (14) calendar days. An employee who is offered a position off the reemployment list who fails to respond within seven (7) days or is unable to report to work with fourteen (14) days shall be removed from the list. If no former employee on the list decides to accept reemployment, the list shall expire at that time.

An employee who has been laid off and is re-employed within two (2) years from the effective date of their layoff shall be entitled to:

1. Restoration of seniority accrued prior to layoff.

2. The same Annual Leave accrual rate that was in effect prior to layoff.

3. Placement on the salary step held prior to layoff if the employee is reinstated to the same job classification from which they were laid off.

If the person who is re-employed had not satisfactorily completed the required probationary period in the classification prior to layoff, they shall serve a new probationary period upon re-employment.

ARTICLE 29 – DISCIPLINE

Although probationary employees may be rejected from probation for any lawful reason, once an employee passes their probationary period, they shall only be subjected to discipline resulting in the loss of pay (defined as termination, demotion, suspension, or reduction in pay). If the City can support its position by a preponderance of the evidence, such disciplinary action will be subject to the pre-action process described in section 29.1.

Section 29.1 – Pre-Action Due Process for Discipline Resulting in Loss of Pay (Termination, Demotion, Suspension, and Reduction in Pay)

Prior to being subject to any discipline that results in the loss of pay, an employee will first be served with a notice of intent to discipline by their supervisor, manager or department head. This document will set forth the grounds for discipline, the facts supporting the grounds and all evidence to which the employee is entitled by law. The notice of intent to discipline will also advise the employee of any prior discipline which the City representative issuing the notice believes is relevant to the current discipline. In addition, the notice of intent will advise the employee of their right to respond to the proposed discipline either in writing or orally at a meeting. If the employee does not respond within the time limits, the discipline will be imposed.

If the employee chooses to respond in writing, they must ensure their response is received by the representative who issued the notice of intent to discipline within 15 calendar days of receiving the notice of intent to discipline. If the employee wishes to respond orally, they notify the City representative who issued the notice of intent to discipline within 15 calendar days of receiving the notice of intent to discipline informing the representative that they wish to have an oral response. The City representative will advise the employee when the meeting (known as a Skelly meeting) will take place.

At the Skelly meeting (assuming the employee wants to respond orally) the employee has the right to be represented. The Skelly meeting is not a hearing. It is an opportunity for the employee and/or their representative to respond to the notice of intent to discipline.

The City representative who will hear the response shall be the department head or Chief Talent Officer. The decision will either be to impose the proposed discipline, impose no discipline or to impose a lesser discipline. The City representative hearing the response does not have authority to impose discipline that is greater than that which was proposed.

If the discipline is imposed or if it is reduced but there is still some discipline imposed, the City representative shall issue a notice of discipline. Like the notice of intent, the notice of discipline shall set forth the grounds, and facts supporting the discipline as well as any prior discipline relied on by the City representative in imposing the discipline. The notice of discipline will also set forth the employee's appeal rights advising the employee that if they wish to appeal the discipline, they must do so in writing by serving a notice of appeal to the Chief Talent Officer within 15 calendar days.

The Notice of Discipline will set forth the effective date of the discipline.

Section 29.2 – Appeal of Discipline Resulting in Loss of Pay

If an employee desires to appeal a disciplinary action, 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 schedule a hearing with the Chief Talent Officer or his/her designee.

During the hearing, the formal rules of evidence do not apply. Once the Chief Talent Officer issues their advisory recommendation, they will submit it to the City Manager as well as both parties' representatives. The Chief Talent Officer shall issue their advisory recommendation within thirty (30) calendar days from the conclusion of the hearing.

The City Manager's Role: Within thirty-five days of receipt of the advisory recommendation the City Manager shall issue and send their final written decision to the parties. The City Manager may accept, reject or modify the Chief Talent Officer'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 Chief Talent Officer's recommendation and the evidence, both documentary and testimonial, and arguments presented at the hearing.

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.

ARTICLE 30 – 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 employees or the CUEA that there has been a misinterpretation, misapplication, or violation of the MOU.

B. Steps in the Grievance Process

1. Informal Step - (Immediate Supervisor)

    a. An employee(s) who believes that they have grievance related to their rights under the MOU should present the grievance to their immediate supervisor, orally. If the Association is the grievant, it shall submit the grievance at step 2 as provided below in step 2.

2. Formal Grievance - Step One (Department Head) – Employee or Association

    a. The employee or their representative shall present the grievance in writing to their Department Head within 60 days of the event giving rise to the grievance. The grievance must state the nature of the grievance (e.g., Article and Section of the MOU alleged to be violated).

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

3. Formal Step Two - Chief Talent Officer

    a. If the grievant is not satisfied with the decision of the Department Head, the grievant or their representative shall present the grievance in writing to the Chief Talent Officer within 15 calendar days of the response from the Department Head.

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

The Chief Talent Officer shall, within ten (10) calendar days, provide a written decision regarding the grievance and send it to the grievant.

4. Formal Step Three - (City Manager)

   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 the City Manager.

   b. The City Manager will conduct a hearing 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.

   c. The City Manager will issue their final decision on the grievance within twenty (20) days of the conclusion of the hearing with the City Manager.

   d. 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 for filing of a grievance.

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 timelines, if the grievance is not timely filed, it shall be deemed to be either untimely or abandoned and no grievance shall be deemed to exist.

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.

ARTICLE 31 – FITNESS FOR DUTY

An employee may be required to participate in a fitness for duty medical examination with 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 department head, with 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 32 – NO STRIKE CLAUSE/CONCERTED ACTION

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

During the term of the MOU, including through the completion of the impasse process if the parties reach an impasse, no employee of the Unit shall instigate, participate, afford leadership to a strike against the City, including sympathy strikes, or engage in any form of concerted action to withhold service from the City. During the term of the MOU, the City will not lockout any member of the unit from coming to work during their regularly scheduled hours.

ARTICLE 33 – ENTIRE AGREEMENT AND SEVERABILITY

Section 33.1 – Entire Agreement

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

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

The parties acknowledge that there may be terms and conditions of employment not specifically included in this MOU, that may qualify as a past practice. If such past practices exist, notwithstanding the provision above, they cannot be changed without completing the meet and confer process.

Section 33.2 – 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 CITY OF CORONA

DocuSigned by:
Justin Tucker
55343369058 94F5...
Justin Tucker
Assistant City Manager

7/2/2026
Date

Signed by:
Lori Sassoon
...F04B8...
Lori Sassoon
Chief Talent Officer

7/2/2026
Date

DocuSigned by:
Katie Hockett
...465...
Katie Hockett
Assistant Utilities Director

7/2/2026
Date

Signed by:
Peter Brown
...604D5...
Peter Brown
Labor Relations Advisor

7/2/2026
Date

FOR THE CORONA UTILITIES EMPLOYEE ASSOCIATION

Rafael Vazquez President, CUEA	6/23/26 Date
Kristopher Bash Vice President, CUEA	6/23/26 Date

Appendix A – CUEA Member Classifications
As of July 1, 2026

SCADA Engineer
Senior SCADA Engineer
Lead Utility Maintenance Technician
Lead Utility Service Worker
Senior Utility Maintenance Technician
Senior Utility Service Worker
Utility Maintenance Technician I
Utility Service Worker I
Utility Service Worker Crew Leader/Equipment Operator
Utility Maintenance Technician II
Utility Service Worker II
Meter Service Technician
Lead Water Operator
Lead Water Reclamation Operator
Water Operator I
Water Operator II
Water Operator III
Water Reclamation Operator I
Water Reclamation Operator II
Water Reclamation Operator III

Appendix B – Uniform Value

Dept	Position	Annual Value
Utilities	Lead Utility Maintenance Technician	$ 330
Utilities	Lead Utility Service Worker	$ 330
Utilities	Lead Water Operator	$ 330
Utilities	Lead Water Reclamation Operator	$ 330
Utilities	Maintenance Planner	$ 330
Utilities	SCADA Engineer	$ 330
Utilities	Senior SCADA Engineer	$ 330
Utilities	Senior Utility Maintenance Technician	$ 330
Utilities	Senior Utility Service Worker	$ 330
Utilities	Utility Maintenance Technician (I and II)	$ 330
Utilities	Utility Service Worker (I and II)	$ 330
Utilities	Utility Service Worker Crew Leader/Equipment Operator	$ 330
Utilities	Water Operator (I, II and III)	$ 330
Utilities	Water Reclamation Operator (I, II and III)	$ 330
Utilities	Water Resources Field Representative	$ 330

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF CORONA

AND

CORONA UTILITIES EMPLOYEE ASSOCIATION

This Side Letter of Agreement ("Agreement") between the City of Corona ("City") and the Corona Utilities Employee Association ("CUEA") is entered into with respect to the following:

WHEREAS, the employees in CUEA are subject to the terms and conditions of employee set forth in the Memoranda of Understanding (MOU) between the City and the Corona Public Service Employees Association ("CPSEA") with terms of November 16, 2021 to December 31, 2024, and January 1, 2025 to December 31, 2027; and

WHEREAS, the City has been advised by the California Public Employees' Retirement System (CalPERS), that the rate at which it reports pensionable holiday pay to CalPERS (i.e., 1.5 times the FLSA Regular Rate of Pay) is not sufficiently descriptive in the MOU; and

WHEREAS, CalPERS has advised the City that to be able to report the holiday pay at 1.5 times the FLSA regular rate of pay, the MOU needs to be amended to more sufficiently describe the rate at which holiday pay will be reported to CalPERS; and

WHEREAS, the Parties wish to make a change to the relevant language in the MOU (as it applies to the employees in the CUEA who are currently negotiating for their first MOU) to be able to report holiday pay to CalPERS at 1.5 times the FLSA Regular Rate of Pay; and

WHEREAS, the Parties wish to update language regarding annual leave cash out to ensure compliance with regulations regarding Post Employee Health Plan administration, and update language regarding Meal Periods;

WHEREAS, the changes set forth in Part 1 below will go into effect retroactively to the beginning of the CPSEA MOU - November 16, 2021, and the changes to Part 2 and Part 3 below will go into effect on November 20, 2025;

WHEREAS, the following sets forth the Parties' Agreement:

<u>Part 1</u>**.** The parties agree to the changes set forth below in track changes in Section 22.1 of the CPSEA MOU as it applies to the employees in CUEA:

Section 22.1 – How Holidays are Observed and Paid

Employees in the unit work either "with regard to holidays" or "without regard to holidays". Employees who work "with regard to holidays" have holidays off and employees who work "without regard to holidays" work in positions where the employee is required to work on a holiday.

<u>Employees who work with regard to holidays</u>: (Employees in all classifications, except those listed below)

All holidays in the above list will be observed on the actual day of the holiday except for holidays that occur on a Sunday. For holidays that occur on a Sunday the observed day shall be the following Monday.

If the observed holiday falls on an employee's regular workday, and the employee does not work on that day, they shall be paid for their regularly scheduled hours, up to ten hours. For employees who work schedules in excess of ten (10) hours per day, they can use annual leave or accrued compensatory time to be paid for the hours above ten (10) hours on a holiday. Employees without such leave will only be paid for ten hours for the holiday.

If the employee is required to work on a holiday due to an emergency or other unintended event, the employee shall be paid time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of this MOU to which the City is required to include in calculating the FLSA regular rate of pay) for all hours worked, plus accrue 10 hours of Annual Leave.

For holidays that fall on the employee's regular day off, employees shall accrue Annual Leave hours equal to the number of hours of their regular shift, up to a maximum of ten (10) hours per day. These Annual Leave hours may be used by the employee (including employees on their initial probationary period) as Annual Leave.

Employees who work without regard to holidays: (Employees in the following classifications): Water Operators, Water Reclamation Operators, Lead Water Reclamation Operator, Lead Water Operator, Senior Reclamation Operator, Senior Utility Service Worker, Senior Water Operator, and Utility Service Worker.

For employees who work "without regard to holidays", a holiday will be observed on the actual dates above. Since those employees typically work on a holiday, the employee shall be paid time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of the terms and conditions to which the City is required to include in calculating the FLSA regular rate of pay) for all hours worked on the holiday, plus receive pay for 10 hours in lieu of holiday leave. If the holiday falls on the employee's regular day off, the employee shall accrue 10 hours of Annual Leave.

If the holiday falls on the employee's regular work day but employee does not work on that day, then the employee will paid for their regular shift, up to 10 hours. If the employee's regular shift is longer than 10 hours the employee may supplement Annual Leave or CTO to receive a full paycheck for that day.

Rules Applicable to All Employees Whether They Work With or Without Regard to Holidays:

Employees that work on the day of an observed holiday shall be paid at time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 5 of the terms and conditions to which the City is required to include in calculating the FLSA regular rate of pay) for all time worked on the holiday, plus holiday pay equal to the number of hours of their regular shift on that day, with a maximum of ten (10) hours.

An employee is deemed to "work" on the day their shift starts. For example, if the holiday falls on Thursday, an employee working a shift that begins Wednesday night and ends on Thursday morning is not considered to work on the holiday; however, an employee whose shift begins Thursday night and ends Friday morning is considered to work on the holiday.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the additional compensation paid to employees who are normally required to work on holidays because they work positions that require scheduled staffing without regard to holidays shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) as a "Holiday Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

Part 2. The parties agree to the changes set forth below in track changes in Section 22.1 of the of the CPSEA MOU as it applies to the employees in CUEA:

Section 21.4 – Cash Out or Conversion of the Value of Annual Leave

There are three situations described below when an employee may have their Annual Leave cashed
out or converted to deferred compensation or paid as taxable wages by the City. All Annual Leave cashed out or converted to deferred compensation in this section will be valued at employees' base hourly rate of pay for employees in Tiers II and base hourly rate of pay plus the 3% Longevity Pay for employees in Tier I.

21.4.1 – Maximum Accrual of Annual Leave – Conversion above 584 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 584 hours of Annual Leave, the Annual Leave hours in excess of 584 hours will be converted to the monetary equivalent as described in Section 21.4 and 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 amounts over the IRS annual limit will be paid out as taxable wages.

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 584 to be subject to section 21.4.2.

Part 3. The parties agree to the changes set forth below in track changes in Section 19.2 of the of the CPSEA MOU as it applies to the employees in CUEA:

Section 19.2 - Meal Periods

Employees are required to take a meal period of thirty (30) minutes or (60) minutes, each shift. The determination of which classifications have (30) minutes, and which have (60) minutes shall be established through the meet and confer process.

Those employees who were receiving a paid meal period at the time of the approval of this MOU (Water Operators (I/II/III Flex), Water Reclamation Operators (I/II/III Flex), Lead Water Operators, and Lead Water Reclamation Operators), will continue to do so. For all other employees, meal periods are unpaid. An employee with an unpaid meal period who is required by their supervisor to work through their meal period shall be paid for such work.

FOR THE CITY OF CORONA

DocuSigned by:

Jacob Ellis

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Jacob Ellis
City Manager

11/26/2025
Date

Signed by:

Lori Sassoon

F6039B40E6F94B8...

Lori Sassoon
Chief Talent Officer

11/26/2025
Date

FOR THE CORONA UTILITIES EMPLOYEE ASSOCIATION

Signed by:

Rafael Vazquez

219CAE13E82B493...

Rafael Vazquez
President, CUEA

11/26/2025
Date