

CITY OF CORONA

**SIDE LETTER OF AGREEMENT MODIFYING
THE 2018-2020 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CORONA AND
THE CORONA FIREFIGHTERS ASSOCIATION IAFF LOCAL 3757
(TEMPORARY PLANNED POSITION VACANCY REDUCTION)**

1. PARTIES AND DATE.

This Side Letter of Agreement (“Side Letter”) is entered into this 7th day of August 2019, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”), and Corona Firefighters Association IAFF Local 3757, a recognized employee organization (“CFA”). City and CFA are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

2. RECITALS.

2.1 City and CFA entered in a Memorandum of Understanding effective March 21, 2018 through June 30, 2020 (“MOU”).

2.2 City and CFA entered in a Side Letter of Agreement Modifying the MOU effective July 5, 2018 (“07-05-18 Side Letter”). In part, the 07-05-18 Side Letter amended Section 15.4 (Planned Position Vacancy) of the MOU to temporarily reduce the number of planned vacancies to account for the elimination of the Squad Company. That temporary reduction is no longer needed, and thus is being eliminated by this Side Letter.

2.3 Article XVII of the MOU memorializes the Parties intent to maintain the MOU as a living document and authorizes the Parties to revise the MOU during the term of the MOU.

2.4 After meeting and conferring in good faith, the City and CFA desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.5 This Side Letter shall be in effect following City Council approval.

3. TERMS.

3.1 Section 15.4 – Planned Position Vacancy. Section 15.4 (Planned Position Vacancy) of Article XV (Work Schedule) of the MOU, as amended by the 07-05-18 Side Letter, is hereby deleted in its entirety and replaced with the following:

“Section 15.4 – Planned Position Vacancy:

A. The Fire Department recognizes that planned vacancies provide a significant cost savings. The City agrees that under normal conditions the number of planned vacancies will be the equivalent to the staffing of one full Engine Company (four personnel) per shift. These planned vacancies will be achieved through attrition and will be filled with constant staffing by suppression personnel. In the event that the City is required to reduce its workforce in the form of layoffs, priority will be given to retain those positions that are filled over the aforementioned planned vacancy positions.

B. Notwithstanding the foregoing, effective August 7, 2019 or as soon thereafter as may be implemented by the City, the number of planned vacancies will be temporarily reduced by two (2) firefighters (one for two of the three shifts) to allow for the sooner and more efficient hiring of two (2) firefighters in advance of two (2) retirements anticipated to occur by the end of the calendar year or shortly thereafter. At such time that the two (2) firefighters are appointed to fill the vacancies in the regular positions created by the anticipated retirements, the number of planned vacancies will increase as such vacancies are filled, up to the maximum of the four (4) personnel needed to staff one (1) full Engine Company per shift.

C. At such time that the two (2) firefighters are appointed to fill the vacancies in the regular positions created by the anticipated retirements and thus the number of planned vacancies returns to the maximum of the four (4) personnel needed to staff one (1) full Engine Company per shift, the City Manager and Assistant City Manager/Administrative Services Director may execute a written acknowledgement that Subsections (B) and (C) of this Section 15.4 are no longer needed and therefore this Side Letter is terminated (“Acknowledged Termination of 08-07-19 Planned Position Side Letter”). Such Acknowledged Termination of 08-07-19 Planned Position Side Letter shall be in a form substantially similar to the one attached hereto as Exhibit “A” and incorporated herein by reference and which is approved as to form by the City Attorney.”

3.2 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and contained in the MOU, as amended by duly approved previous side letters, shall remain

unchanged and in full force and effect.

3.3 Expiration of Side Letter. The terms and conditions of this Side Letter shall continue unless and until terminated by the Parties, including, but not limited to, by the Acknowledged Termination of 08-07-19 Planned Position Side Letter attached hereto, or incorporated into a successor agreement.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Side Letter. The Parties agree that the execution of this Side Letter may not be challenged by the CFA or any employee it is recognized to represent through the City's grievance procedure or in any other forum unless the challenge is based upon a factual allegation that the Side Letter was the product of fraud, intentional misrepresentation or unlawful coercion on the part of City representatives.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed on the date first hereinabove written.

Dated: 8/13/2019

DocuSigned by:
Mitch Lansdell
Mitch Lansdell
Employee Relations Officer
Acting City Manager

Dated: 8/13/2019

DocuSigned by:
Kerry D. Eder
Kerry Eder
Assistant City Manager /
Administrative Services Director

Dated: 8/13/2019

DocuSigned by:
Trevor Walsh
Trevor Walsh
President
Corona Firefighters Association

EXHIBIT "A"
ACKNOWLEDGED TERMINATION OF
08-07-19 PLANNED POSITION SIDE LETTER

[SEE ATTACHED 2 PAGES]

CITY OF CORONA

ACKNOWLEDGED TERMINATION OF 08-07-19 PLANNED POSITION SIDE LETTER

1. PARTIES AND DATE.

This Acknowledged Termination of 08-07-19 Planned Position Side Letter (“Acknowledged Termination”) is entered into this ____ day of ____ 20__, by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”), and Corona Firefighters Association IAFF Local 3757, a recognized employee organization (“CFA”). City and CFA are sometimes individually referred to as “Party” and collectively as “Parties” in this Acknowledged Termination.

2. RECITALS.

2.1 City and CFA entered in a Memorandum of Understanding effective March 21, 2018 through June 30, 2020 (“MOU”).

2.2 City and CFA entered in a Side Letter of Agreement Modifying the MOU effective July 5, 2018.

2.3 City and CFA entered in a Side Letter of Agreement Modifying the MOU effective August 7, 2019 (“08-07-19 Planned Position Side Letter”).

3. TERMS.

3.1 Termination of 08-07-19 Planned Position Side Letter; Section 15.4 of MOU. As provided for in Section 3.1 of the 08-07-19 Planned Position Side Letter, which temporarily amended Section 15.4 (Planned Position Vacancy) of the MOU, the City Manager was delegated authority to enter into this Acknowledged Termination at such time that the intent of the 08-07-19 Planned Position Side Letter is accomplished and the number of planned vacancies returns to the maximum of the four (4) personnel needed to staff one (1) full Engine Company per shift. The City Manager has determined that this has occurred.

Thus, Subsections (B) and (C) of Section 15.4 are no longer needed, the 08-07-19 Planned Position Side Letter is hereby terminated and the language of Section 15.4 (Planned Position Vacancy) of the MOU is returning to its original form.

For reference purposes only, such language reads as follows:

“Section 15.4 – Planned Position Vacancy:

The Fire Department recognizes that planned vacancies provide a significant cost savings. The City agrees that under normal conditions the number of planned vacancies will be the equivalent to the staffing of one full Engine Company (four personnel) per shift. These planned vacancies will be achieved through attrition and will be filled with constant staffing by suppression personnel. In the event that the City is required to reduce its workforce in the form of layoffs, priority will be given to retain those positions that are filled over the aforementioned planned vacancy positions.”

IN WITNESS WHEREOF, the Parties hereto have caused this Acknowledged Termination to be executed on the date first hereinabove written.

Dated: _____
Mitch Lansdell
Employee Relations Officer
Acting City Manager

Dated: _____
Kerry Eden
Assistant City Manager /
Administrative Services Director

Dated: _____
Trevor Walsh
President
Corona Firefighters Association

Approved as to Form:

Dean Derleth
City Attorney