

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**

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 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.

2.3 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.

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

3. TERMS.

3.1 Article XII – Salary. Article XII (Salary) of the MOU is hereby amended to add the following:

“Effective the first full pay period following August 7, 2019, the top step of the compensation range for the positions of Fire Engineer, Firefighter/Paramedic, Firefighter, 40-Hour Fire Engineer, 40-Hour Firefighter/Paramedic and 40-Hour Firefighter shall be increased by approximately five percent (5%) by moving the maximum step ten (10) steps up on the City’s salary grid. The compensation ranges for the positions of Fire Engineer, Firefighter/Paramedic, Firefighter, 40-Hour Fire Engineer, 40-Hour Firefighter/Paramedic and 40-Hour Firefighter will be updated accordingly in the City’s Position Library and Compensation Plan.

Effective the first full pay period following August 7, 2019, the base pay for all CFA members in the positions of Fire Engineer, Firefighter/Paramedic, Firefighter, 40-Hour Fire Engineer, 40-Hour Firefighter/Paramedic and 40-Hour Firefighter who are currently at the top step of the compensation range for that

position shall be increased by five percent (5%) by moving the employee's base pay ten (10) steps up on the City's salary grid."

3.2 Section 13.1.5 – Acting 40-Hour Positions. Section 13.1.5 (Acting 40-Hour Positions) of Article XIII (Special Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 13.1.5 – Acting 40-Hour Positions:

A Firefighter assigned to an Acting 40-Hour Firefighter position shall be paid an additional 15% at all times while working as an Acting 40-Hour Firefighter.

A Firefighter/Paramedic assigned to an Acting 40-Hour Firefighter/Paramedic position shall be paid an additional 15% at all times while working as an Acting 40-Hour Firefighter/Paramedic.

A Fire Engineer assigned to an Acting 40-Hour Fire Engineer position shall be paid an additional 15% at all times while working as an Acting 40-Hour Fire Engineer.

A Fire Captain assigned to an Acting 40-Hour Fire Captain position shall be paid an additional 15% at all times while working as an Acting 40-Hour Fire Captain."

3.3 Section 16.3 – Term of Agreement. Section 16.3 (Term of Agreement) of Article XVI (Prior and Existing Conditions) of the MOU is hereby deleted in its entirety and replaced with the following:

"The City and Association agree that the term of this MOU shall be from March 21, 2018 to June 30, 2021. In the event agreement is not made for a new MOU prior to June 30, 2021, the provisions of this MOU shall remain in force until the successor MOU is approved."

3.4 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.

3.5 Expiration of Side Letter. This Side Letter shall become a part of the MOU and shall expire at the same time as the MOU and be interpreted pursuant to all laws, rules and regulations pertaining to the MOU.

3.6 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

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Mitch Lansdell
Employee Relations Officer
Acting City Manager

Dated: 8/13/2019

DocuSigned by:
Kerry D. Eden

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Kerry Eden
Assistant City Manager /
Administrative Services Director

Dated: 8/7/2019

DocuSigned by:
Trevor Walsh

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Trevor Walsh
President
Corona Firefighters Association