



Agenda Report

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File #: 19-0006

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**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 2/20/2019  
TO: Honorable Mayor and City Council Members  
FROM: Administrative Services Department

SUBJECT:  
City Council Consideration of Side Letter Agreement with the Corona Firefighters Association.

**RECOMMENDED ACTION:**

That the City Council approve the attached Side Letter of Agreement Modifying the 2018-2020 Memorandum of Understanding between the City of Corona and the Corona Firefighters Association.

**ANALYSIS:**

After meeting and conferring in good faith, consistent with the requirements of the California Meyers-Millias-Brown-Act, the City and the Corona Firefighters Association (CFA) reached agreement for a successor Memorandum of Understanding (MOU) approved by the City Council on March 21, 2018. The MOU will expire on June 30, 2020.

During the successor MOU negotiations five special compensation pay items were converted from a percentage type pay to a flat dollar amount, while two special compensation pay items were converted to new position classifications. The new flat dollar amounts were based on unit average for each compensation type. The six compensation pay items that were converted to a flat dollar amount were HazMat Assignment Pay, Paramedic CQI Coordinator, Secondary Paramedic Pay, Secondary Paramedic Acting as Primary Paramedic, and Bilingual Pay. Primary Paramedic Pay of 12.5% and 40-Hour Assignment Pay of 15% were converted to new classifications.

The 2007-2017 MOU contained Section 13.2.1 for 40-Hour Assignment Pay that provided an additional 15% above base pay to CFA members working the positions of Firefighter, Fire Engineer, and Fire Captain when those positions receive 40-hour per week assignments on a regular, probationary, or as a modified duty accommodation resulting from a work-related injury or illness. With the creation of the 40-hour classifications for the rank of Firefighter, Firefighter/Paramedic, Fire Engineer, and Fire Captain, Section 13.2.1 40-Hour Assignment Pay was eliminated since it was no longer needed.

The 2007-2017 MOU also contained Section 13.1 for acting pay consisting of the classifications in existence at the time. Section 13.1 Acting Pay was updated to include Section 13.1.5 to incorporate

the new 40-hour positions noted above. Section 13.1.5 was needed to ensure members would continue to be eligible to receive 40-hour work schedules on a temporary basis. A 12-week limitation was included in the section capping the number of weeks a CFA member may be assigned to an acting 40-hour assignment. Although the inclusion of the 12-week limitation works in certain situations, it has created unintended operational consequences and impairs employee compensation specific to modified duty accommodations resulting from a work-related injury or illness.

It is not possible to forecast a maximum number of weeks needed for modified duty accommodations as it would vary on a case-by-case basis. Modified duty accommodations are driven by medical necessity, business necessity, and budgetary constraints. By removing the 12-week limitation, the side letter agreement clarifies the intent of creating new classifications that will also provide the operational flexibility needed for members acting in 40-hour positions resulting from work-related modified duty accommodations. Since the primary intent during the successor MOU negotiations was to transition away from percentage based special compensation, City staff is supportive of the recommended elimination of the 12-week limitation for 40-hour assignments as it will address the unintended operational issues that have arisen.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

Not applicable.

**FISCAL IMPACT:**

Not applicable.

**ENVIRONMENTAL ANALYSIS:**

Environmental review is not required. The proposed actions are not a project under the California Environmental Quality Act.

**PREPARED BY:** EDELIA EVELAND, HUMAN RESOURCES MANAGER

**REVIEWED BY:** DEAN DERLETH, CITY ATTORNEY

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**REVIEWED BY:** MICHELLE NISSEN, ASSISTANT CITY MANAGER

**SUBMITTED BY:** DARRELL TALBERT, CITY MANAGER

**Attachments:** Staff Report  
Staff Report with Attachments

**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 20th day of February

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 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.”

3.2 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 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 Amendment to be executed on the date first hereinabove written.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Darrell Talbert  
Employee Relations Officer  
City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Kerry Eden  
Assistant City Manager /  
Administrative Services Director

Dated: 1/18/2019  
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DocuSigned by:  
  
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Trevor Walsh  
President  
Corona Firefighters Association