

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 5th day of July 2018, 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 2.1 – Classifications. Section 2.1 (Classifications) of Article II (Representation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 2.1 – Classifications:

The City recognizes the Corona Firefighters Association IAFF Local 3757 as the exclusive representative of the following classifications, grouped according to their position series:

Firefighter Position Series*

Firefighter Trainee
Firefighter
40-Hour Firefighter

Fire Engineer Position Series

Fire Engineer
40-Hour Engineer

Firefighter/Paramedic Position Series
Firefighter/Paramedic Trainee
Firefighter/Paramedic
40-Hour Firefighter/Paramedic

Fire Captain Position Series
Fire Captain
40-Hour Captain

Fire Inspector I
Fire Inspector II

Deputy Fire Marshal
Fire Marshal

Battalion Chief

Deputy Fire Chief

* When an employee within the Firefighter Position Series is promoted to a position in the Firefighter/Paramedic Position Series, it shall be considered to be a “promotion within a position series” for purposes of, and as provided in, Section 4.2(B)(6) of the City’s Personnel Classification and Affordable Care Act Policy (Administrative Policy 01400.801) provided that the employee qualifies as a Secondary Paramedic pursuant to Article XIV of this MOU.

Said classifications constitute all of the City employees represented by the Corona Firefighters Association.”

3.2 Section 14.2 – Secondary Paramedic Pay. Section 14.2 (Secondary Paramedic Pay) of Article XIV (Paramedic Program) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 14.2 – Secondary Paramedic Pay:

Effective the first full pay period following March 21, 2018, Secondary Paramedics shall receive additional compensation for maintaining their paramedic license as follows:

Per Pay Period	Monthly Amount	Annual Amount
\$205.58	\$445.42	\$5,345.00

If a Member is approved for secondary paramedic pay for less than a full month, the monthly amount shall be pro-rated accordingly. Effective January 1, 2014, the City shall provide all necessary

continuing education, certifications, and state and local licensure fees for Secondary Paramedics. In addition, effective the first full pay period following March 21, 2018, a Secondary Paramedic who is temporarily designated as the Primary Paramedic for periods exceeding one hour will receive an additional \$2.58 per hour for the entire shift that they are so designated. A temporary assignment for one hour or less will not be compensated.”

3.3 Section 15.4 – Planned Position Vacancy. Section 15.4 (Planned Position Vacancy) of Article XV (Work Schedule) of the MOU is hereby deleted in its entirety and replaced with the following:

“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. Notwithstanding the foregoing, effective July 1, 2018 or as soon thereafter as may be implemented by the City, the number of planned vacancies will be temporarily reduced to account for the elimination of the Squad Company. At such time that the personnel who were assigned to the Squad Company are appointed to fill any vacancies in the regular positions as needed to maintain the minimum staffing level set forth in Section 15.7, the number of planned vacancies will increase as such vacancies are filled, up to the maximum of four personnel needed to staff one full Engine Company per shift.”

3.4 Section 15.7 – Minimum Staffing. Section 15.7 (Minimum Staffing) of Article XV (Work Schedule) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 15.7 – Minimum Staffing:

A. Effective July 1, 2018 or as soon thereafter as may be implemented by the City, during normal daily operations, the Fire Department will maintain a minimum daily staffing level of 32 on-duty personnel per shift as follows:

Engine companies shall be staffed with four personnel (1-Fire Captain, 1-Fire Engineer, 2- Firefighters),; a minimum of one person will be certified as a Primary Paramedic.

Truck/Ladder Companies shall be staffed with four personnel (1-Fire Captain, 1-Fire Engineer, 2- Firefighters).

All personnel are to be “Sworn Fire Suppression Personnel,” excluding employees in the classification of Fire Battalion Chief and above.

B. This minimum staffing will be adjusted automatically as new fire stations and apparatus are added. A fire station will have a minimum of one company staffed with 4 personnel.

C. In the event of a disaster, the minimum staffing shall be suspended. In the event of an “Emergency Recall,” companies may be staffed with any “Sworn Fire Suppression Personnel”.

D. Effective July 1, 2018 or as soon thereafter as may be implemented by the City, the Squad Company, with a minimum staffing of 1 – Firefighter and 1 – Fire Engineer, will be eliminated. The City shall review and consider whether it is fiscally feasible to reinstate the Squad Company and the minimum staffing for the Squad Company (1 – Fire Engineer and 1 – Firefighter) or a Truck/Ladder Company and the minimum staffing for the Truck/Ladder Company (1-Fire Captain, 1-Fire Engineer, 2- Firefighters) each February as part of the annual budget process.

E. Acting positions may be used as outlined in Section 15.2 of this MOU.

F. The City Manager and the Fire Chief reserve the right to adjust these staffing levels on a temporary basis during unusual or emergency circumstances if it is in the best interest of the Community and Fire Department.”

3.5 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.

3.6 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.

3.7 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: _____
Trevor Walsh
President
Corona Firefighters Association