

CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2009-2015 COMPREHENSIVE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA AND THE CORONA GENERAL EMPLOYEES ASSOCIATION

1. PARTIES AND DATE.

This Side Letter of Agreement (“Side Letter”) is entered into this 13th day of July 2015, 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 General Employees Association, a recognized employee organization (“CGEA”). City and CGEA are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

2. RECITALS.

2.1 City and CGEA entered in a Comprehensive Master Memorandum of Understanding effective July 1, 2009 through June 30, 2015 (“MOU”).

2.2 Article XIII 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 CGEA desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

2.4 Section 3.1 of this Side Letter shall be in effect retroactively to June 14, 2014 following City Council approval.

2.5 Sections 3.2 and 3.4 of this Side Letter shall be in effect retroactively to June 3, 2015 following City Council approval.

2.6 Section 3.3 of this Side Letter shall be in effect retroactively to July 13, 2013 following City Council approval.

3. TERMS.

3.1 Section 11.4.6 – Police Department – Training Officers (Assignment Pay). Section 11.4.6 of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 11.4.6 – Police Department – Training Officers:

Community Service Officers, Jailers and Public Safety Dispatchers shall receive a 2.5% Assignment Pay over their base rate when assigned as Training Officers. Up to four trainers within the Dispatch Division of the Police Department may receive Assignment Pay.”

3.2 Section 11.6.3 – Information Technology Department Employees. Subsection 11.6.3 (Information Technology Department Employees) of Section 11.6 (Standby Pay) of the MOU is hereby deleted in its entirety and replaced with the following:

“11.6.3 Information Technology Department Employees:

The City will compensate the Information Technology Department employees assigned to Standby duty the equivalent of eight (8) hours pay at the “top” step hourly rate of the compensation range for the GIS Administrator position for each seven (7) day period of assignment on Standby duty.”

3.3 Section 11.6.5 – Police Department Employees (Standby Pay). Section 11.6.5 of the MOU is hereby deleted in its entirety and replaced with the following:

“11.6.5 Police Department Employees:

The City agrees to pay Forensic Technicians for assigned Standby duty at the base hourly rate of their "top" step. The equivalent of eight (8) hours pay at the "top" step rate will be paid for the weeklong Standby assignment.

The City agrees to provide Police Records Technicians, Community Service Officers, Jailers, Public Safety Dispatchers, and Forensic Technician with a minimum two (2) hours of Standby pay at their current hourly rate for each half day that they are on Standby to appear in court. Employees on Court Standby for both the morning and afternoon of the same day shall receive four (4) hours of Standby pay at their current hourly rate.”

3.4 Section 11.6.6 – Public Works Department Employees. Subsection 11.6.6 (Public Works Department Employees) of Section 11.6 (Standby Pay) of the MOU is hereby deleted in its entirety and replaced with the following:

“11.6.6 Public Works Department Employees:

The City will compensate the Public Works Department employees assigned to Standby duty the equivalent of eight (8) hours pay at the “top” step hourly rate of the compensation range for the Fleet Services Technician position for each seven (7) day period of assignment on Standby duty.”

3.5 Attachment “A” CGEA Job Families. Attachment “A” (CGEA Job Families) of the MOU is hereby amended to add the position of “Jailer” under the heading “Job Family 08”.

3.6 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.

3.7 Expiration of Side Letter. This Side Letter shall expire and become null and void on June 30, 2016, upon expiration of the MOU, at which time the terms and conditions of this Side Letter will be reviewed for applicability of extension into a successor agreement.

3.8 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 CGEA 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: 7-30-15



Darrell Talbert
Employee Relations Officer
City Manager

Dated: 7/30/15



Kerry Eden
Assistant City Manager/
Administrative Services Director

Dated: 07-30-15



Rich Miller
President
Corona General Employees Association