

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 3rd day of June 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 This Side Letter shall be in effect following City Council approval.

3. TERMS.

3.1 Section 10.5 – One-Time Special Compensation Adjustment. Section 10.5 is hereby added to the MOU to read as follows:

“Section 10.5– One-Time Special Compensation Adjustment:

On or before July 2, 2015, all members of the CGEA who were employed by the City on June 26, 2015, excluding employees who have separated from the City on or prior to June 26, 2015 but remain in paid status while the employee’s accrued Annual Leave is being exhausted, shall receive a one-time Off-Salary-Schedule Payment equal to One Thousand Two Hundred Fifty Dollars (\$1,250.00) in lieu of a base pay salary increase. For all members of the CGEA other than employees who are “new members” as defined by Government Code Section 7522.04(f), the City shall report this Off-Salary-Schedule Payment to CalPERS as special compensation in the final pay period of fiscal year 2014-15, so long as it does not exceed six percent (6%) of the employee’s base salary in fiscal

year 2014-15. To the extent that this Off-Salary-Schedule Payment exceeds six percent (6%) of the employee's base salary in fiscal year 2014-15, the City shall report it as special compensation up to six percent (6%). For employees who are "new members" as defined by Government Code Section 7522.04(f), this Off-Salary-Schedule Payment shall not be reported to CalPERS as compensation."

3.2 Section 11.1 – Shift Differential. Section 11.1 of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 11.1 - Shift Differential:

The City agrees to pay the following classifications shift differential calculated on base pay:

Job Title

Animal Control Officer I & II
Building Facilities Maintenance Technician I/II/III – Maintenance Services
Community Service Officer I & II
Jailer
Lead Water Operator
Lead Water Reclamation Operator
Maintenance Technician I/II/III *FLEX*
Police Records Technician I & II
Public Safety Dispatcher I & II
SCADA Maintenance Technician III
Senior Water Operator
Senior Water Reclamations Facility Operator
Utility Service Worker I/II/III *FLEX*
Water Maintenance Technician I & II *FLEX*
Water Operator I/II/III *FLEX*
Water Reclamation Operator I/II/III *FLEX*

Swing shift shall be defined as any shift that starts between the hours of 12:00 p.m. and 8:59 p.m. Graveyard shift shall be defined as any shift that starts between the hours of 9:00 p.m. and 4:59 a.m.

Positions listed as qualified shift workers, as defined above, shall have Shift Differential paid (Swing, 7.5% or Graveyard, 10%) based on where the employee's actual work hours fall during each scheduled workday. Employees whose work shift extends into the time designated as either Swing or Graveyard will be paid shift differential only for those hours that extend into the shifts defined above.

Positions listed above are not automatically eligible for a shift differential. Only those positions which have regularly rotating shifts based on a 24 hour a day 7 day a week operation, or that are both on the list above and are authorized and designated as holding a shift differential assignment by their Department Head will be eligible.

Shift Differential Pay shall be included in the regular rate for the purposes of calculating overtime.”

3.3 Section 11.6 – Standby Pay. Section 11.6 of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 11.6 - Standby Pay:

Standby time is defined as any time an employee is assigned by management and when an employee is under such direction and control that he or she must respond to calls. Standby duty is defined as hours worked after the regular hours are completed and is not an extension or continuation of a regular shift.

The City agrees that all of the following Standby employees who physically respond to City locations to remedy problems will be paid from the time staff leaves home until he/she returns at current pay rate and for a minimum of two (2) hours for each incident requiring a round trip.

The City Manager shall, pursuant to the exercise of the City’s management rights, approve and issue an administrative policy that sets forth the process for determining the number and types of positions to be assigned to standby duty as necessary for the effective and efficient operation of the City.

Outside of the City Manager’s rights noted in the prior paragraph, the City agrees to provide Standby Pay to CGEA members as follows:

11.6.1 Animal Control Officers:

Animal Control Officer II’s shall be compensated for each six-hour period of Standby time, as directed by the Police Department, with two (2) hours straight time, or 10 hours per Standby day. Actual hours worked when called out while on Standby will be paid at time and one-half of base pay.

A Standby schedule shall be posted at the Animal Shelter and distributed to each officer.

11.6.2 Department of Water & Power Employees:

The City will compensate the positions of Water Operator I/II/III Flex and Water Reclamation Operator I/II/III Flex assigned to Standby duty the equivalent of 4 (four) hours pay at the “top” step hourly rate of the compensation range for the level III position within their classification series for each seven (7) day period of assignment on Standby duty.

The City will compensate the positions of Lead Water Operator, Lead Water Reclamation Operator, Senior Maintenance Technician, Maintenance Planner, Maintenance Tech I/II/III Flex, Utility Service Worker I/II/III Flex, and Senior Water Resources Technician assigned to Standby duty the equivalent of 8 (eight) hours pay at the “top” step hourly rate of the compensation range for each respective position for each seven (7) day period of assignment on Standby duty. Employees in “Flex” positions shall be compensated at the top step of the compensation range for the level III position within their classification series.

Additional Department of Water & Power classifications may be designated by the City Manager as eligible for the equivalent of 8 (eight) hours of standby pay pursuant to a side letter revision as authorized in Article XIII of this MOU. The City agrees to pay such employees assigned to Standby duty at the “top” step hourly rate of the compensation range for their position. Employees in “Flex” positions shall be compensated at the top step of the compensation range for the level III position within their classification series.

Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to-portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime section of this MOU.

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 employee’s position for each seven (7) day period of assignment on Standby duty.

11.6.4 Maintenance Services Department:

Effective retroactively to February 9, 2015, the City will compensate the Maintenance Services 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 employee’s position for each seven (7) day

period of assignment on Standby duty.

Standby employees physically responding to City of Corona locations to remedy problems will be paid portal-to portal at their current pay rate and for a minimum of 2 (two) hours for each incident requiring a roundtrip in accordance with Article VIII – Overtime section of this MOU.

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, 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.

11.6.6 Public Works Department Employees:

The City will compensate 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 employee's position for each seven (7) day period of Standby duty.

11.6.7 Community Development Department:

The City will compensate the position of Code Enforcement Officer I/II assigned to Standby duty with the equivalent of eight (8) hours pay at the "top" step hourly rate of the compensation range for the employee's position for each seven (7) day period of Standby duty.

11.6.8 Standby-With-Vehicle Pay:

The City shall agree to pay Standby rates as previously agreed. Additionally, for those employees authorized by their department head to take home vehicles while on Standby, they shall be compensated when called to work at their appropriate rate of pay from the time they depart their residence until such time as they return to their residence."

3.4 Section 11.7 – Uniform Allowance. Section 11.7 of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 11.7 - Uniform Allowance:

The City will provide eleven (11) sets of uniforms for maintenance members assigned to Fleet Services, Water, Water Reclamations, Street Maintenance, Park Maintenance, and Warehouse divisions.

All other CGEA classifications required to wear uniforms will receive seven (7) sets of uniforms. Animal Control Officers I and II will receive \$210.00 per quarter.

The City shall provide to all Police Records Technicians, Public Safety Dispatchers, Jailers, and Community Service Officers, at no cost to the employee, two (2) sets of pants/skirts and four (4) sets of shirts to be worn as uniforms while on duty status. Cleaning of such uniforms will be the responsibility of the employee while replacement of such uniforms as deemed necessary by the City will be the responsibility of the City.”

3.5 Article XII – Prior and Existing Conditions. Article XII of the MOU is hereby amended to add the following provision:

“The City and CGEA agree to extend the terms of the current MOU set to expire on June 30, 2015 to June 30, 2016. In the event agreement is not made for a new MOU prior to June 30, 2016, the provisions of this MOU shall remain in force until the successor MOU is approved.”

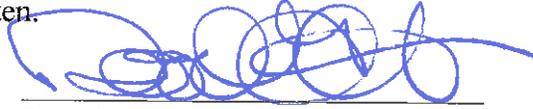
3.6 Entire Agreement; Continuing Effect of MOU. It is understood and agreed that the specific provisions contained in this Side Letter shall supersede any previous agreements, whether oral or written, regarding the matters expressly addressed herein. In addition, except as amended by this Side Letter, 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: 6-10-15



Darrell Talbert
Employee Relations Officer
City Manager

Dated: 5-28-15



Kerry Eden
Administrative Services Director

Dated: 05-28-15



Rich Miller
President
Corona General Employees Association