CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2009-2015 COMPREHENSIVE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA AND THE CORONA SUPERVISORS 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 Supervisors Association, a recognized employee organization ("CSA"). City and CSA are sometimes individually referred to as "Party" and collectively as "Parties" in this Side Letter.

2. RECITALS.

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

2.2 Article XV 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 CSA 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 7.3 – Executive Leave. Section 7.3 of the MOU is hereby deleted in its entirety and replaced with the following:

> ***"Section 7.3 - Executive Leave:***
> The City will provide executive leave for exempt members of CSA in lieu of other compensation for overtime, except the City will pay time and one-half for hours worked in excess of forty (40) hours per week when paid from special accounts, not general funds. Exempt Members of CSA shall be granted Executive Leave of one hundred eight (108) hours during any calendar year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave mid-year shall be granted a pro-rated amount of hours. Executive Leave has no cash value at any time and any Executive Leave which is unused as of December 31st of any calendar year does not carry over to the next calendar year. The City Manager shall approve and issue an administrative policy that sets forth, in a manner that implements the purpose of Executive Leave while

valuing public resources, the details on the accrual rate for Executive Leave and the guidelines for using accrued Executive Leave."

3.2 Section 11.7 – One-Time Special Compensation Adjustment. Section 11.7 is hereby added to the MOU to read as follows:

"*Section 11.7 – One-Time Special Compensation Adjustment:*

On or before July 2, 2015, all members of the CSA 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 CSA 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."

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

"The City and CSA 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."

3.4 Continuing Effect of MOU. Except as amended by this Side Letter, all wages, hours and other terms and conditions of employment presently enjoyed by the affected employees and in the MOU, as amended by previous side letters, shall remain unchanged and in full force and effect.

3.5 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.

3.6 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 CSA 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.

3.7 Entire Agreement. 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 contained herein.

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: 5/27/15

Kerry Eden
Administrative Services Director

Dated: 5/27/15

For

Jason Moquin
President
Corona Supervisors Association