

SIDE LETTER OF AGREEMENT

BETWEEN

CITY OF CORONA

AND

CORONA FIREFIGHTERS ASSOCIATION, IAFF LOCAL # 3757

This Side Letter of Agreement (“Agreement”) between the City of Corona (“City”) and the Corona Firefighters Association, IAFF, Local 3757 (“CFA”) is entered into with respect to the following:

WHEREAS, the Parties are parties to Memoranda of Understanding (MOU) with terms of January 1, 2022 to December 31, 2024, and January 1, 2025 to December 31, 2027; and

WHEREAS, the City has been advised by the California Public Employees’ Retirement System (CalPERS), that the rate at which it reports pensionable holiday pay to CalPERS (i.e., 1.5 times the FLSA Regular Rate of Pay) is not sufficiently descriptive in the MOU; and

WHEREAS, CalPERS has advised the City that to be able to report the holiday pay at 1.5 times the FLSA regular rate of pay, the MOU needs to be amended to more sufficiently describe the rate at which holiday pay will be reported to CalPERS; and

WHEREAS, the Parties wish to make a change to the relevant language in the MOU for CFA to be able to report holiday pay to CalPERS at 1.5 times the FLSA Regular Rate of Pay; and

WHEREAS, the Parties wish to update MOU language regarding annual leave cash out to ensure compliance with regulations regarding Post Employment Health Plan administration;

WHEREAS, the changes set forth below in Part 1 will go into effect retroactively to the beginning of the previous MOU – January 1, 2022; the changes set forth in Part 2 below will go into effect on November 20, 2025; and

WHEREAS, the following sets forth the Parties’ Agreement:

Part 1. The parties agree to the changes set forth below in track changes in Article 22 of the CFA MOU:

ARTICLE 22 – HOLIDAYS

The following days will be recognized by the City as Holidays for members of the Unit:

1. January 1st – New Year’s Day
2. The third Monday in January – Martin Luther King, Jr. Day
3. The third Monday in February – President’s Day
4. The last Monday in May – Memorial Day

5. June 19th - Juneteenth
6. July 4th – Independence Day
7. The first Monday in September – Labor Day
8. November 11th – Veteran’s Day
9. The fourth Thursday in November – Thanksgiving Day
10. The Friday immediately after Thanksgiving Day
11. December 24th – Christmas Eve
12. December 25th – Christmas Day
13. December 31st – New Year’s Eve
14. Every day appointed by the President, Governor, or Mayor, with the consent of the City Council, except for every day on which an election is held throughout the state.

Employees assigned to a suppression schedule (i.e., an average of 56 hours per week) and Battalion Chiefs (assigned to suppression) shall be paid twelve (12) hours for each holiday at the member’s base hourly rate plus the following applicable additional pays: (Longevity, Bilingual, Haz-Mat, Annual Secondary Medic, Paramedic Coordinator CQI, and the 40-hour assignment pay) paid on the pay day following the holiday.

With the exception of the Deputy Fire Chief, employees assigned to a 40-hour schedule shall be compensated for holidays as follows:

1. For those employees whose regular work shift falls on the holiday (e.g., for President’s Day for employees who work on Mondays), who observe the holiday by not working, shall be paid their regular work hours.
2. If these employees work on the holiday, they shall receive time and one-half at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 4 of this MOU to which the City is required to include in calculating the FLSA regular rate of pay) for all time worked on the holiday. This is in addition to holiday pay for the number of hours of their regular shift on that day.
3. If these employees work on a holiday that is not a regularly scheduled workday (e.g., the Friday after Thanksgiving for employees not scheduled to work on Fridays) they shall receive time and one half (1.5) at the FLSA regular rate of pay (which includes those forms of additional compensation included in Article 4 of this MOU to which the City is required to include in calculating the FLSA regular rate of pay) for the hours worked on the holiday as well as ten (10) hours of Annual Leave which shall accrue to their Annual Leave bank. If they work a suppression shift (24-hour shift) on the holiday, they will be paid at time and one-half at the FLSA regular rate of pay (the suppression rate) for the shift, and will receive ten (10 hours) of Annual Leave.

The Deputy Fire Chief shall observe the holiday (if it occurs on their regular workday) and shall

be paid their regular work hours. If the Deputy Chief works the holiday, they will be paid their regular work hours, and accrue ten (10) hours of Annual Leave. If the holiday occurs on a day that is not a regularly scheduled workday, they shall accrue ten (10) hours of Annual Leave.

Part 2. The parties agree to the changes set for below in track changes in Article 21.4 (Cash Out or the Conversion of the Value of Annual Leave) of the CFA MOU:

Section 21.4 – Cash Out or the Conversion of the Value of Annual Leave

There are three situations described below when an employee may have their Annual Leave cashed out or converted to deferred compensation by the City. All Annual Leave cashed out or converted to deferred compensation in this section will be valued at each employee’s base hourly rate of pay plus the percentage of each employee’s Longevity Pay as provided in section 4.5 of this MOU.

21.4.1 - Maximum Accrual of Annual Leave – Conversion Above 1125 or 804 Hours

On the last day of the last pay period that ends in each calendar year, if an employee has accrued more than 1,125 hours (for employees assigned to a 56-hour assignment) or 804 hours (for employees assigned to a 40 hour assignment) of Annual Leave, the Annual Leave hours in excess of these amounts will be converted to the monetary equivalent as described in Section 21.4 and placed in the City’s 457(b) deferred compensation plan(s) on the employee’s behalf. Any amounts over the IRS annual limit will be paid out as taxable wages.

For employees who have informed the City that they will be retiring at the end of the calendar year, they will have the option to allow the hours described above (either 1125 or 804) to be converted to the City’s 457(b) deferred compensation plan(s), or have the hours above (either 1125 or 804) subject to section 21.4.2.

FOR THE CITY OF CORONA

Jacob Ellis
City Manager

Date

Lori Sassoon
Chief Talent Officer

Date

FOR THE CORONA FIREFIGHTERS ASSOCIATION

Matthew Fortine
President, CFA

Date

