

CITY OF CORONA

**SIDE LETTER OF AGREEMENT MODIFYING
THE 2007-2017 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 April 2017, 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 July 1, 2007 through June 30, 2017 (“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 Article II – Representation. Article II (Representation) of the MOU is hereby deleted in its entirety and replaced with the following:

“The City recognizes the Corona Firefighters Association IAFF Local 3757 as the exclusive representative of the following classifications:

Firefighter
Engineer
Captain
Fire Inspector II
Deputy Fire Marshal
Fire Marshal
[Battalion Chief](#)

Deputy Fire Chief

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

Effective November 12, 2016, the classification of Fire Inspector I shall no longer be represented by the Corona Firefighters Association.

Effective December 10, 2016, the classification of Emergency Services Coordinator shall no longer be represented by the Corona Firefighters Association.

Section 2.1 – Committees:

2.1.1 – Training Committee:

This Committee shall consist of a training officer (CFA Captain), three (3) members appointed by CFA and three (3) members appointed by the Department.

All members of the Committee shall serve as equals without rank; however, the Training Officer shall preside at all meetings of the Committee.

The purpose of the Committee is to discuss the level and implementation of training programs for the Department and the individuals thereof.

2.1.2 – Employment Standards/Qualifications Committee:

The Employment Standards/Qualifications Committee includes a minimum of two (2) members of the Association. The Committee shall comment upon and recommend suggested standards and qualifications for positions within the Department.”

3.2 Section 4.2 – Deferred Compensation. Section 4.2 (Deferred Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 4.2 – Deferred Compensation:

A. Members hired after July 1, 2000, shall receive an annual payment of \$5,000.00, paid in quarterly installments of \$1,250.00, directed to the Retirement Healthcare Savings Account of the employee’s choice (either ICMA or Nationwide Retirement Solutions).

The City shall establish the following terms and conditions by which Association members may take out loans against their Deferred Compensation savings:

- ~~A.~~ Loans shall be available for all purposes. Loans can range between \$1,000 and \$50,000, depending upon plan regulations.
- ~~B.~~ Participants shall receive one loan per calendar year and may have only one outstanding loan at a time.
- ~~C.~~ Loans for a principal residence shall be repaid in substantially equal installments of principal and interest, at least monthly, over no more than 15 years.
- ~~D.~~ If there is a default, the outstanding loan balance will be reported as a distribution in addition to the amount of cash distributed from the plan.

Arrangements for such loans must be initiated by the employee and made directly with their deferred compensation provider. Such loans are contingent upon the benefit being offered by the employee's selected deferred compensation plan provider.

B. At the end of each quarter, the City shall deposit into the deferred compensation plan account of any Battalion Chief or Deputy Fire Chief hired by the City prior to July 1, 2000 an amount equal to that deposited by the employee, not to exceed nineteen hundred dollars (\$1,900.00) per year. The match shall be applied to a single provider selected by the employee."

3.3 Section 4.3 – Flexible Benefit Allowance. Section 4.3 (Flexible Benefit Allowance) of the MOU is hereby amended to add Subsection 4.3.1 to read as follows:

“4.3.1 Tier 1 Battalion Chiefs and Tier 1 Deputy Fire Chief:

The City will provide an annual allowance in the amount of fifteen hundred dollars (\$1,500.00) to active Tier 1 Battalion Chiefs and active Tier 1 Deputy Fire Chief. This allowance is to be used for the purchase of nontaxable benefits and/or taxable benefits offered under the City of Corona Section 125 Cafeteria Plan (“Cafeteria Plan”). The employee shall have the opportunity to make an election as to the allocation of the allowance during open enrollment for the upcoming plan year. Benefits available under the Cafeteria Plan are as follows:

- Health, dental or vision insurance
- Reimbursement of eligible medical expenses
- Reimbursement of eligible dependent care expenses
- Taxable cash payment

Upon the conclusion of the open enrollment period, the employee’s election shall not be subject to change during the plan year. Any amounts remaining in the reimbursement accounts after the expiration of the reimbursement periods shall be forfeited. Please see the Cafeteria Plan for further details.

If an employee fails to make an election during open enrollment, the allowance shall automatically be allocated to the employee’s health care spending account. This default allocation shall not be subject to change.

Tier 1 Battalion Chiefs and Tier 1 Deputy Fire Chief hired by the City prior to January 1, 1999 shall continue to receive this allowance if they retire from the City. Tier 1 Battalion Chiefs and Tier 1 Deputy Fire Chief hired by the City after January 1, 1999 will not receive this benefit if they retire from the City.”

3.4 **Section 4.4 – Flexible Benefit Allowance.** Section 4.4 (Insurance) of the MOU is hereby amended to add Subsection 4.4.11 to read as follows:

“4.4.11 Medicare Contribution:

The City agrees to pay the employee’s portion of the mandatory Medicare Contribution of 1.45% for the Battalion Chiefs.”

3.5 **Article VI – Holidays.** Article VI (Holidays) of the MOU is hereby deleted in its entirety and replaced with the following:

“ARTICLE VI – HOLIDAYS:

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

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. July 4th – Independence Day
6. The first Monday in September – Labor Day
7. November 11th – Veteran’s Day
8. The fourth Thursday in November – Thanksgiving Day
9. The Friday immediately after Thanksgiving Day
10. December 24th – Christmas Eve
11. December 25th – Christmas Day
12. December 31st – New Year’s Eve
13. 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.

Each suppression member of the Association [and Battalion Chiefs](#) will be compensated twelve (12), hours per Holiday at the member’s regular hourly rate. The City shall disburse this compensation on the pay check for that period in which the Holiday falls.

All suppression CFA members have agreed to a reduction of the number of Holiday hours compensated from twelve (12) hours to six (6) hours per Holiday, effective July 1, 2011, through June 30, 2013. The number of hours compensated per Holiday shall return to twelve (12) hours per Holiday beginning July 1, 2013, and as part of any continuation of this contract beyond June 30, 2015.

The City shall return the amount of Holiday hours provided to suppression CFA members to twelve (12) hours per Holiday in any year in which any other City of Corona employee association receives a net increase in base salary or benefits (excluding items previously deferred), during these same years.

Forty-hour members shall be compensated by having the Holiday off with regular compensation according to their work schedule.

Forty-hour Association members who work a Holiday that falls on a regularly scheduled non-work day shall be compensated at time and one-half for hours actually worked on the holidays designated in this section. Association members who work a Holiday that falls on a regularly scheduled non-work day shall be compensated at time and one-half for hours actually worked on the holidays designated in this section and shall accrue ten (10) hours of Annual Leave. Hours worked at time and one-half will be considered in addition to the Association member's regular hours.

Deputy Fire Chief shall observe the Holiday or shall accrue eight (8) hours of Annual Leave if the Holiday falls on a regularly scheduled non-work day. Deputy Fire Chief shall be compensated for the Holiday and accrue eight (8) hours of Annual Leave if the Deputy Fire Chief works on a Holiday.

The City will account for Holiday usage in accordance with the following:

A Holiday for pay purposes is the actual hours regularly scheduled to be worked on that Holiday. If a Holiday falls on a regularly scheduled day off, the amount of time will be considered accumulated Annual Leave to be used in accordance with Article VII Section 7.2.6 of this MOU.”

3.6 Section 7.2.1 – Annual Leave Accrual. Section 7.2.1 (Annual Leave Accrual) of the MOU is hereby deleted in its entirety and replaced with the following:

Section 7.2 – Annual Leave Accrual:

7.2.1 – Accrual of Annual Leave Hours:

Full-time Employees: Each biweekly pay period, prorated Annual Leave hours earned are posted to the account of each eligible employee based on the hours worked during each pay period. Employees shall accrue Annual Leave based on the following formula:

ALL ASSOCIATION PERSONNEL – 56 HOUR ACCRUAL RATES:

Years of Service Accrual	Accrual Rate Per Payroll	Annual
1-5 hours	12.15	316
6-8 hours	13.08	340
9-15 hours	14.46	376
16 + hours	16.77	436

ALL ASSOCIATION PERSONNEL (EXCEPT DEPUTY FIRE CHIEF) – 40 HOUR ACCRUAL RATES:

Years of Service Accrual	Accrual Rate Per Payroll	Annual
1-5 hours	7.54	196
6-8 hours	8.15	212
9-15 hours	9.08	236
16 + hours	10.62	276

DEPUTY FIRE CHIEF – 40 HOUR ACCRUAL RATES:

<u>Years of Service Accrual</u>	<u>Accrual Rate Per Payroll</u>	<u>Annual</u>
<u>PROBATIONARY</u>	<u>4.15</u>	<u>107.90</u>

<u>hours</u>		
<u>1-5</u>	<u>8.31</u>	<u>216.06</u>
<u>hours</u>		
<u>6-8</u>	<u>8.92</u>	<u>231.92</u>
<u>hours</u>		
<u>9-15</u>	<u>9.84</u>	<u>255.84</u>
<u>hours</u>		
<u>16 +</u>	<u>11.38</u>	<u>295.88</u>
<u>hours</u>		

3.7 Section 7.2.8 – Annual Leave – Separation from the City. Section 7.2.8 (Annual Leave – Separation from the City) of the MOU is hereby deleted in its entirety and replaced with the following:

“7.2.8 – Annual Leave – Separation from the City:

A. Employees separating from the City service shall receive payment for 100% of accrued Annual Leave.

B. If retiring, the Deputy Fire Chief and Battalion Chiefs have the option of a cash payment of 100% of accrued by unused Annual Leave calculated at the employee’s current hourly base pay rate, or delay of the date of retirement as the method of receiving accrued but unused Annual Leave.”

3.8 Section 7.2.9 – Pay in Lieu of Annual Leave (Buy-Back). Section 7.2.9 (Pay in Lieu of Annual Leave (Buy Back) of the MOU is hereby deleted in its entirety and replaced with the following:

“7.2.9 – Pay in Lieu of Annual Leave (Buy-Back):

Annual leave buy back concerns active Annual Leave accumulation and is 100% reimbursement of hours earned. It does not include Frozen Sick Leave accounts.

Buy-Back Guidelines: Annually, during the last 15 days of June, a member may request that the City buy back Annual Leave from the employee’s account according to the following schedule:

<u>Annual Leave Used During</u>	<u>Maximum</u>
<u>The Preceding 12 Months</u>	<u>Buy-Back</u>

96 Hours	216 Hours (56-hour workweek)
40 Hours	120 Hours (40-hour workweek)

In addition to the above, the Deputy Fire Chief may also request that the City buy back Annual Leave from the employee’s account according to the following schedule:

<u>Annual Leave Used During The Preceding 12 Months</u>	<u>Maximum Buy-Back</u>
<u>60 Hours</u>	<u>140 Hours (40-hour workweek)</u>
<u>80 Hours</u>	<u>160 Hours (40-hour workweek)</u>

Note: If a member is out on extended Military Leave, the City will buy back up to 216 hours without the usual requirement that the employee had used Annual Leave Hours during the preceding 12 months.

Payment shall be made on the Friday after the first pay day in July. After the buy back, there must be 144 hours of earned Annual Leave credits remaining in a 56-hour member and 80 hours for a 40-hour member.

All payments shall be calculated at the employee’s current base rate, except for members of the Association who are on assignment, with a minimum duration of two years, whose assignment pay shall be included in the calculation.”

3.9 Section 7.3 –Frozen Sick Leave. Section 7.3 (Frozen Sick Leave (Former Sick Leave Accounts)) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 7.3 – Frozen Sick Leave (Former Sick Leave Accounts)

The following guidelines apply to Association members who have Frozen Sick Leave account balances.

7.3.1 – Frozen Sick Leave – Definition:

Frozen Sick Leave is former Sick Leave account balances that have been frozen and are held in a separate account. Frozen Sick Leave is not to be added to active Annual Leave, but is held constant until retirement.

7.3.2 – Use of Frozen Sick Leave Hours:

Association Members Except Deputy Fire Chief and Battalion Chiefs:

The City agrees to allow the members of the Association to use hours from their bank of Frozen Sick Leave for an illness or injury which results in the member being off “sick” for more than eighty (80) consecutive hours for those on 40 hour assignments; or five (5) shifts for those on suppression duty. Members shall have written confirmation from their physician for that time beyond the 80th hour or 5th shift, whichever is appropriate. The Frozen Sick Leave hours may then be used only for time which is in excess of 80 hours or five shifts as stated above.

Members may access and use their Frozen Sick Leave accounts as outlined above only when their Annual Leave balance has fallen to the levels listed below:

<u>Work Schedule</u>	<u>Annual Leave Account Balance</u>
56-Hour Assignment	144 Hours
40-Hour Assignment	80 Hours

Battalion Chiefs:

Battalion Chiefs may use Frozen Sick Leave for a verified “on-the-job” injury, without restriction and irrespective of the number of hours remaining in the employee’s Annual Leave account. In the case of any other illness or injury, Battalion Chiefs may use their Frozen Sick Leave under any of the following conditions:

- The Battalion Chief’s Annual Leave balance is reduced to 144 hours; or
- The Battalion Chief has written confirmation from a physician and has been off “sick” for at least five (5) consecutive shifts, in which event the Battalion Chief may use Frozen Sick Leave for those days beyond the fifth (5th) shift that the Battalion Chief misses work irrespective of the number of hours remaining in the Battalion Chief’s Annual Leave account; or

- The Battalion Chief has used at least 144 hours of Annual Leave within the preceding 12-month period and has obtained written confirmation from a physician of an illness, in which event Frozen Sick Leave may be used for the entire time that the Battalion Chief is off “sick”.

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Deputy Fire Chief:

The Deputy Fire Chief may use Frozen Sick Leave for a verified “on-the-job” injury, without restriction and irrespective of the number of hours remaining in the employee’s Annual Leave account. In the case of any other illness or injury, the Deputy Fire Chief may use their Frozen Sick Leave under any of the following conditions:

- The Deputy Fire Chief’s Annual Leave balance is reduced to 80 hours; or
- The Deputy Fire Chief has written confirmation from a physician and has been off “sick” for at least four (4) consecutive workdays or forty (40) hours, in which event the Deputy Fire Chief may use Frozen Sick Leave for those days beyond the 4th consecutive workday or the 40th hour that the Deputy Fire Chief misses work irrespective of the number of hours remaining in the Deputy Fire Chief’s Annual Leave account; or
- The Deputy Fire Chief has used at least 75 hours of Annual Leave within the preceding 12-month period and has obtained written confirmation from a physician of an illness, in which event Frozen Sick Leave may be used for the entire time that the Deputy Fire Chief is off “sick”.

7.3.3 – Frozen Sick Leave – Leave Donation:

Frozen Sick Leave may not be used to donate hours to other City employees.

7.3.4 – Frozen Sick Leave at Retirement:

Members of the Association who retire, retire due to disability, or are deceased prior to retirement, after a minimum of fifteen (15) years of regular employment, will be paid three percent (3%) of the unused Frozen Sick Leave for each year of service. Payment shall be calculated at the employee’s current hourly rate at the time of payment. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee’s account.

An employee has the option of cash payment or delay of date of retirement as the method of receiving unused Frozen Sick Leave.

7.3.5 – Frozen Sick Leave – Cash-Out:

Deputy Fire Chief and Battalion Chiefs who resign from the City with a minimum of twenty (20) years of service with the City shall be eligible to receive three percent (3%) of the Frozen Sick Leave for each year of service with the City.

Deputy Fire Chief and Battalion Chiefs who leave City service for any reason with a minimum of twenty-five (25) years of service with the City shall be eligible to receive one hundred percent (100%) of their Frozen Sick Leave account.

Payment shall be calculated at the employee's current hourly base pay rate at the date of separation from City service. Under no circumstances shall the amount paid exceed the value of the total unused Frozen Sick Leave balance in the employee's account.”

3.10 Article VII - Leaves. Article VII (Leaves) of the MOU is hereby amended to add Section 7.5 to read as follows:

“Section 7.5 – Executive Leave:

The City will provide executive leave for the Deputy Fire Chief in lieu of other compensation for overtime. The Deputy Fire Chief shall be granted Executive Leave of one hundred eight (108) hours during any fiscal year regardless of the employee's particular work schedule. Employees who become entitled to Executive Leave in the middle of a fiscal 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 the last payroll period of any fiscal year does not carry over to the next fiscal 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.”

3.11 Article XI – Overtime. Article XI (Overtime) of the MOU is hereby deleted in its entirety and replaced with the following:

“ARTICLE XI – OVERTIME:

All represented members of the Association (Battalion Chief, Captain, Engineer, Firefighter, Fire Marshal, Deputy Fire Marshal, ~~Fire Inspector I, Fire Inspector II, Emergency Services Coordinator, EMS Nurse/Educator~~) will be compensated at one and one half (1.5) times the employee's regular salary rate for all hours worked over their regularly scheduled work hours.

When a represented member of the Association is performing specialized duties requiring skills not regularly expected to be possessed by a Firefighter, Engineer, or Captain, the member shall be paid at one and one-half times their 40 hour rate of pay.

Battalion Chiefs on a 40-hour assignment shall be paid at time and one-half their 56-hour rate of pay when working in a suppression capacity outside of the normally scheduled 40-hour work schedule.

The position of Deputy Fire Chief shall be paid at time and one-half when working hours outside of normally scheduled work schedule in a suppression capacity, and when approved by the Fire Chief. This covers both the actual response to such an incident or coverage behind a person responding to such an incident, in order to maintain minimum staffing levels within the Fire Department.

Due to the Fair Labor Standard Act, FLSA, change (to include public employees), the City and the Association declare the "7K exemption" from the 40 hour work week overtime requirement. Premium pay of time and one-half for members of the Association will be paid for all time worked over and above the regularly scheduled shifts, based on the current work week as defined in Article XV of this MOU."

3.12 Section 13.2.1 – Forty-Hour Assignments. Section 13.2.1 (Forty-Hour Assignments) of the MOU is hereby deleted in its entirety and replaced with the following:

"Section 13.2.1 – Forty-Hour Assignments:

Effective July 1, 2013, the City agrees to pay an additional 15% above base pay to employees working in the positions of Firefighter, Engineer, and Captain when those positions receive 40-hour per week assignments on a regular basis, ~~or~~ probationary basis, or as a modified duty accommodation resulting from a work-related injury or illness. Additionally, due to the deferral of such additional payments based upon on audit finding on March 15, 2017, a retroactive payment shall be made to those employees who qualified for such additional payments on or after March 15,

2017.”

3.13 Section 13.4 – Longevity Pay. Section 13.4 (Longevity Pay) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 13.4 – Longevity Pay:

Association Members Except Deputy Fire Chief or Tier I Battalion Chiefs:

Effective the first full pay period of July, 2013, in recognition of length of service to the City, the base salary of eligible employees who have been employed by the City for the length of time indicated below will be increased by the corresponding percentage indicated:

- After five years of regular service* 2%
- After ten years of regular service* 3%
- After fifteen years of regular service* 4%
- After twenty years of regular service* 5%

*As of the pay period of the employee’s anniversary date as a full-time benefited employee. To be eligible for such salary increase, all members must have received a minimum of a “satisfactory” on their most recent performance evaluation.

It is agreed that Longevity Pay for five years of service shall be included in the formula for calculating total compensation for salary surveys.

Deputy Fire Chief:

The City shall establish a longevity pay program for the Deputy Fire Chief, with an annual payment based upon years of service as of the 1st day of September as follows:

Years of Service

<u>Five (5) but fewer than ten (10):</u>	<u>\$1,400.00</u>
<u>Ten (10) but fewer than fifteen (15):</u>	<u>\$1,600.00</u>
<u>Fifteen (15) but fewer than twenty (20):</u>	<u>\$1,800.00</u>
<u>Twenty (20) or more:</u>	<u>\$2,000.00</u>

Longevity Pay shall be included with the formula utilized for the purposes of calculating total compensation under PERS. Payment shall be made on a non-regular payroll day, when feasible, during the first half of the month of September and in all cases prior to the end of September.

Tier I Battalion Chiefs:

In recognition of length of service to the City, the base salary of a Tier I Battalion Chief who has been employed by the City for twenty (20) years or more will be increased by three and one-half percent (3.5%) in lieu of the 20-year longevity pay described above.”

3.14 Article XIII – Special Compensation. Article XIII (Special Compensation) of the MOU is hereby amended to add Sections 13.7, 13.8, 13.9 and 13.10 to read as follows:

“13.7 – Uniform Allowance:

The City shall provide a quarterly Uniform Allowance of five hundred and fifty dollars (\$550.00) for Tier 1 Deputy Fire Chief.

13.8 – Battalion Chief Salary Differential:

The City will provide an additional seven and one-half percent (7.5%) salary differential over the base rate for the position of Battalion Chief, when the position receives 40-hour per week assignments on a regular basis or probationary basis.

13.9 – Working Out of Class:

When Battalion Chiefs and the Deputy Fire Chief are assigned to perform the tasks of a higher level position for more than forty (40) hours, not necessarily consecutively, they shall be paid at the "first" step of the higher position's salary range or seven and one-half percent (7.5%) more than their current base salary, whichever is greater, for the entire time served in the higher position, except that in no case shall the salary paid to the employee working out of class be higher than "top" step of the position being worked. Notwithstanding the foregoing, if the job description duties state that the Battalion Chief or the Deputy Fire Chief is “acting” in the absence of their supervisor, they do not qualify to receive out of class pay, unless that position is vacant and/or it is a long-term assignment in the discretion of the employee’s supervisor and the City Manager. In such a case, the employee should be placed in the position in an “acting” capacity by memo and not be paid out of class.

13.10 – City Assigned Vehicle:

If the City Manager chooses to provide a City vehicle for the

exclusive use of a Battalion Chief or Deputy Fire Chief, the City will maintain and provide fuel for the vehicle at the City's facilities. The vehicle shall not be operated by persons other than the assigned employee, except that other employees of the City may use the vehicle for official City business with the consent of the assigned employee. The City understands that since the employee will remain on-call at all times, the vehicle may be used for personal as well as official business; provided, however, the vehicle shall never be used for personal use outside of the seven Southern California counties consisting of San Bernardino, Riverside, Orange, Los Angeles, San Diego, Ventura and Santa Barbara."

3.15 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.

3.16 Expiration of Side Letter. This Side Letter shall expire and become null and void on June 30, 2017, 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.

3.17 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: _____

James Steiner
President
Corona Firefighters Association