

CITY OF CORONA

SIDE LETTER OF AGREEMENT MODIFYING THE 2021-2024 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORONA AND THE CORONA PUBLIC SERVICE EMPLOYEES ASSOCIATION

1. PARTIES AND DATE.

This Side Letter of Agreement (“Side Letter”) is entered into this 1st day of June 2022, 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 Public Service Employees Association, a recognized employee organization (“CPSEA”). City and CPSEA are sometimes individually referred to as “Party” and collectively as “Parties” in this Side Letter.

2. RECITALS.

2.1 City and CPSEA entered in a Memorandum of Understanding effective November 16, 2021 through December 31, 2024 (“MOU”).

2.2 Article 26 of the MOU memorializes the City’s exclusive right to manage its municipal services and the work force performing those services, including without limitation, the right to determine the content and intent of job classifications and changes in classifications, including reclassifications.

2.3 After meeting and conferring in good faith, the City and CPSEA desire to modify certain terms and conditions of the MOU as set forth in this Side Letter.

3. TERMS.

3.1 Section 5.1 – Certification Pay: Section 5.1.2 of Article V (Additional Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 5.1.2 – Utilities Department Employees:

Employees in the classifications listed below shall receive \$500.00 per month for earning a grade four (4) Water Distribution Operator certification. Employees in these classifications shall receive \$1,025.00 per month for a grade five (5) Water Distribution Operator Certification earned from the State of California. These amounts are not cumulative. An employee who earns a grade five (5) certification will no longer receive pay for having previously earned the grade four (4) certification.

- Utility Service Worker I/II FLEX
- Senior Utility Service Worker

- Lead Utility Service Worker
- Utility Maintenance Technician I/II FLEX
- Senior Utility Maintenance Technician
- Lead Utility Maintenance Technician
- SCADA Engineer
- Maintenance Planner

3.2 Section 5.3 – Standby Pay: Section 5.3.1 of Article V (Additional Compensation) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 5.3.1 – Standby Pay Employees Who receive a Weekly Amount:

The employees listed below shall receive standby pay as described for being on standby for a week (seven (7) 24-hour periods). If one of these standby assignments is for less than a full week, the weekly Standby Pay shall be pro-rated accordingly. Employees other than those listed herein shall not be placed in a standby capacity.

If employees are contacted while on standby and required to respond back to work, they shall receive a minimum of two hours of pay, paid portal to portal. As such, the time is measured from the time the employee leaves their residence (or other location closer to the City if they are closer to the City) and returns to their residence (or other location closer to the City if the employee returns to a location closer to the City). In addition, assuming the time worked is overtime per Article 8, the pay will be paid at overtime rates as described in Article 8.

Employees contacted on standby who are not required to return to work will be paid for their actual time worked and will not receive the two-hour minimum. 1.

1. The following employees shall receive four hundred dollars (\$400) per week while on standby:
 - a. Utilities Department Employees: Employees in the classifications of Water Operator I/II/III Flex, Water Reclamation Operator I/II/III Flex, Lead Water Operator, Lead Water Reclamation Operator, Senior Utility Maintenance Technician, Lead Utility Technician, Maintenance Planner, Utility Maintenance Technician I/II Flex , Utility Service Worker I/II Flex, Senior Utility Service Worker, Lead Utility Service Worker, Water Resources Field Representative, and any other classification in the Utilities Department designated by the City Manager
 - b. Information Technology Department Employees: Applications Analyst, Senior Applications Analyst, Public Safety Technical Support Engineer, Senior System Engineer, Junior Network Analyst and Network Analyst
 - c. Community Services Department Employees: Facilities Maintenance Technician I/II Flex, Lead Facilities Maintenance Technician, Park & Landscape Technician I/II Flex, Lead Parks & Landscape Technician
 - d. Public Works Department Employees: Fleet Services Technician I/II, Senior Fleet Services Technician, Lead Fleet Services Technician, Street

Maintenance Worker I/II Flex, Senior Street Maintenance Worker, Street Maintenance Crew Leader, Traffic Maintenance Technician Traffic Signal Coordinator

e. Community Development Department Employees: Employees in the classification of Code Enforcement Officer I/II

2. Employees in the classification of Forensic Specialist working in the Police Department shall receive five hundred (\$500) per week while on standby.

3.3 Section 22.1 – How Holidays Are Paid: Section 22.1 of Article XXII (Holidays) of the MOU is hereby deleted in its entirety and replaced with the following:

“Section 22.1 – Employees Who Work Without Regard to Holidays:

(Employees in the following classifications): Public Safety Dispatchers, Senior Public Safety Dispatcher, Forensic Specialist, Jailer, Police Records Technicians, Water Operators, Water Reclamation Operators, Lead Water Reclamation Operator, Lead Water Operator, Senior Reclamation Operator, Senior Utility Service Worker, Lead Utility Service Worker, Senior Water Operator, Utility Service Workers and Community Service Officers.

For employees who work “without regard to holidays”, a holiday will be observed on the actual dates above. Since those employees typically work on a holiday, the employee shall be paid time and one-half for all hours worked on the holiday, plus receive pay for 10 hours in lieu of holiday leave.

If the holiday falls on the employee’s regular day off, the employee shall accrue 10 hours of Annual Leave.

If the holiday falls on the employee’s regular work day but employee does not work on that day, then the employee will be paid for their regular shift, up to 10 hours. If the employee’s regular shift is longer than 10 hours the employee may supplement Annual Leave or CTO to receive a full paycheck for that day.

Rules Applicable to All Employees Whether They Work With or Without Regard to Holidays:

Employees that work on the day of an observed holiday shall be paid at time and one-half for all time worked on the holiday, plus holiday pay equal to the number of hours of their regular shift on that day, with a maximum of ten (10) hours.

An employee is deemed to “work” on the day their shift starts. For example, if the holiday falls on Thursday, an employee working a shift that begins Wednesday night and ends on Thursday morning is not considered to work on the holiday; however, an employee

whose shift begins Thursday night and ends Friday morning is considered to work on the holiday.

In compliance with the California Public Employees' Retirement System regulations and definition of Special Compensation the additional compensation paid to employees who are normally required to work on holidays because they work positions that require scheduled staffing without regard to holidays shall be reported to CalPERS as compensation earnable or pensionable compensation per Title 2 CCR, Section 571(a)(5) and 571.1(b)(4) as a "Holiday Pay". However, it is ultimately CalPERS who determines whether any form of pay is reportable special compensation.

3.4 Schedule A-1: Base Pay Increases Schedule A-1 (List of Newly Added Classifications Represented by CPSEA)

3.5 Schedule B-1: Uniform Value Schedule B-1 (List of Newly Added Classifications with Uniform Value Represented by CPSEA)

3.5 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.

3.6 Expiration of Side Letter This Side Letter shall expire and become null and void 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.

3.7 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Side Letter to be executed on the date first hereinabove written.

Dated: _____

Jacob Ellis
City Manager

Dated: _____

Angela Rivera
Chief Talent Officer

Dated: _____

Kyle Delaney
President
Corona Public Service Employees Association

Attachment A-1 – Base Pay

Classification	Year 2 - Jan. 2023				Year 3 - Jan. 2024			
	Range	Bottom Monthly Salary	Top Monthly Salary	Year 2 % Change	Range	Bottom Monthly Salary	Top Monthly Salary	Year 3 % Change
DIGITAL MEDIA SPECIALIST	127	\$ 4,438	\$ 5,394	2.0%	132	\$ 4,550	\$ 5,531	2.5%
LEAD UTILITY SERVICE WORKER	190	\$ 6,076	\$ 7,386	4.0%	195	\$ 6,230	\$ 7,572	2.5%
RADIO TECHNICIAN	94	\$ 1,737	\$ 2,112	0.0%	99	\$ 3,859	\$ 4,691	2.5%
SENIOR BUILDING INSPECTOR	191	\$ 6,107	\$ 7,423	9.4%	196	\$ 6,261	\$ 7,610	2.5%
SENIOR PUBLIC WORKS INSPECTOR	191	\$ 6,107	\$ 7,423	9.4%	196	\$ 6,261	\$ 7,610	2.5%
SENIOR PUBLIC WORKS PERMIT TECHNICIAN	150	\$ 4,977	\$ 6,050	5.1%	155	\$ 5,103	\$ 6,203	2.5%
SOCIAL MEDIA SPECIALIST	127	\$ 4,438	\$ 5,394	2.0%	132	\$ 4,550	\$ 5,531	2.5%

Schedule B-1 – Uniform Value

Department	Position	Uniform Group	FY 2022 Uniform Value
POLICE	COMMUNITY SERVICES OFFICERS (I AND II)	POLICE	\$ 290
COM SVCS	FACILITIES MAINTENANCE TECHNICIAN (I AND II)	FACILITIES	\$ 300
PUB WKS	FLEET TECHNICIANS (I AND II)	FLEET	\$ 380
POLICE	JAILER	POLICE	\$ 290
COM SVCS	LEAD FACILITIES MAINTENANCE TECHNICIAN	FACILITIES	\$ 300
PUB WKS	LEAD FLEET SERVICES TECHNICIAN	FLEET	\$ 380
COM SVCS	LEAD PARKS & LANDSCAPE TECHNICIAN	PARKS	\$ 410
UTILITIES	LEAD UTILITY MAINTENANCE TECHNICIAN	UTILITIES	\$ 390
UTILITIES	LEAD UTILITY SERVICE WORKER	UTILITIES	\$ 390
FINANCE	LEAD WAREHOUSE SPECIALIST	WAREHOUSE	\$ 490
UTILITIES	LEAD WATER OPERATOR	UTILITIES	\$ 390
UTILITIES	LEAD WATER RECLAMATION OPERATOR	UTILITIES	\$ 390
UTILITIES	MAINTENANCE PLANNER	UTILITIES	\$ 390
COM SVCS	PARKS & LANDSCAPE TECHNICIAN (I AND II)	PARKS	\$ 410
POLICE	POLICE RECORDS TECHNICIANS (I AND II)	RECORDS	\$ 290
POLICE	PROPERTY & EVIDENCE TECHNICIAN	POLICE	\$ 290
POLICE	PUBLIC SAFETY DISPATCH CALL TAKER	DISPATCH	\$ 240
POLICE	PUBLIC SAFETY DISPATCHERS (I AND II)	DISPATCH	\$ 240
POLICE	RANGE MASTER	POLICE	\$ 290
UTILITIES	SCADA ENGINEER	UTILITIES	\$ 390
PUB WKS	SENIOR FLEET TECHNICIAN	FLEET	\$ 380
COM SVCS	SENIOR PARKS & LANDSCAPE TECHNICIAN	PARKS	\$ 410
POLICE	SENIOR PUBLIC SAFETY DISPATCHER	DISPATCH	\$ 240
PUB WKS	SENIOR STREET MAINTENANCE WORKER	STREETS/TRAFFIC	\$ 420
UTILITIES	SENIOR UTILITY MAINTENANCE TECHNICIAN	UTILITIES	\$ 390
UTILITIES	SENIOR UTILITY SERVICE WORKER	UTILITIES	\$ 390
PUB WKS	STREET MAINTENANCE CREW LEADER	STREETS/TRAFFIC	\$ 420
PUB WKS	STREET MAINTENANCE WORKER (I AND II)	STREETS/TRAFFIC	\$ 420
PUB WKS	TRAFFIC MAINTENANCE TECHNICIAN	STREETS/TRAFFIC	\$ 420
UTILITIES	UTILITY MAINTENANCE TECHNICIANS (I AND II)	UTILITIES	\$ 390
UTILITIES	UTILITY SERVICE WORKERS (I AND II)	UTILITIES	\$ 390
FINANCE	WAREHOUSE SPECIALIST	WAREHOUSE	\$ 490
UTILITIES	WATER OPERATORS (I, II, AND III)	UTILITIES	\$ 390
UTILITIES	WATER RECLAMATION OPERATORS (I, II, AND III)	UTILITIES	\$ 390
UTILITIES	WATER RESOURCES FIELD REPRESENTATIVE	UTILITIES	\$ 390