

SIDE LETTER OF AGREEMENT
CITY OF SAN BUENAVENTURA AND
VENTURA POLICE OFFICERS' ASSOCIATION

DATE: May 1, 2019

This Side Letter of Agreement to the existing Memorandum of Understanding, dated July 1, 2018 through June 30, 2020, is entered into between the City of San Buenaventura and the duly authorized representative of the Ventura Police Officers' Association.

This Side Letter of Agreement will amend the current Memorandum of Understanding and its terms and conditions will be integrated, as written and agreed to, into the subsequent Memorandum of Understanding.

The following modification will replace Article 13 of the existing Memorandum of Understanding, effective December 14, 2019:

Article 13 – HOLIDAY ACCRUAL AND PAYOUT

A. Because employees work in positions that require scheduled staffing without regard to holidays, employees will receive holiday pay in recognition of the following City-designated holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

B. Employees Hired Prior to January 1, 2013: Effective pay period one (first pay period with a pay date in January), unit members will receive a bank of 120 holiday hours for the payroll calendar year (equivalent to a bi-weekly accrual of 4.6154 hours per pay period). Employees hired after pay period one will receive a pro-rated amount.

Employees who have not used all of the holiday leave hours in a calendar year may receive up to 120 hours of holiday leave in the form of a cash payout no later than December 15th of each year. Holiday hours will be paid out at the employee's base hourly rate of pay and shall include the

employee's educational incentive or POST pay if applicable per Article 8, Educational Incentive & POST Certificate.

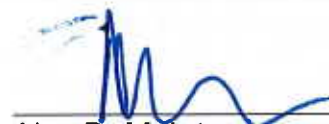
- C. Employees Hired on or After January 1, 2013: Employees will receive 120 hours (equivalent to a bi-weekly accrual of 4.6154 hours per pay period) of holiday pay in the form of a cash payout no later than December 15th of each year. Employees hired after pay period one (first pay period with a pay date in January) will receive a pro-rated amount. Holiday hours will be paid out at the employee's base hourly rate of pay and shall include the employee's educational incentive or POST pay if applicable per Article 8, Educational Incentive & POST Certificate. Holiday Pay hours may not be used as leave.

- D. Holiday Pay Upon Separation: Separating employees will receive a pro-rata cash-out of holiday leave hours equivalent to 4.6154 hours per pay period up to and including the pay period in which the employee separates from City employment. For employees hired prior to January 1, 2013, the dollar value of any holiday hours used in excess of the pro-rata bi-weekly accrual will be deducted from the employee's final payout check, calculated at his/her hourly rate of pay at the time of separation.

FOR THE ASSOCIATION


Mike Hibdon, President 5/2/19
Ventura Police Officers' Association Date

FOR THE CITY


Alex D. McIntyre 5/1/19
City Manager Date