

SIDE LETTER OF AGREEMENT

City of San Buenaventura and
Ventura City Firefighters' Association

This Side Letter of Agreement to the existing Memorandum of Understanding (January 1, 2019 – December 31, 2020) [MOU] is entered into between the City of San Buenaventura, by and through its City Manager, and the Ventura City Firefighters' Association [VCFA], by and through its duly authorized representative. This Side Letter of Agreement [Side Letter] hereby amends the terms and conditions of the MOU as follows:

Article 12 – Salary and Wages *(add to existing language)*


- E. Cost Saving Measure – Holiday/Vacation Pay Relinquishment
1. Due to revenue short-falls and increased expenses due to the worldwide COVID-19 situation, VCFA members will relinquish forty (40) hours of holiday time from their holiday bank or vacation time from their vacation bank between the date this Side Letter is signed and December 25, 2020.
 2. Any VCFA member who retires on or before August 6, 2020, is not subject to the provisions of section (E) of Article 12. If a VCFA member does not retire on or before August 6, 2020, he or she will be subject to the provisions of section (E) of Article 12.
 3. Any new VCFA member who is hired on or after the signing of this agreement is not subject to this provision.
- F. Merit pay increases for VCFA members are suspended through December 31, 2020.


Article 17 – Retirement Health Savings Account *(replace existing language)*

- A. The City shall offer part-time and fulltime probationary and regular status employees the opportunity to participate in a Retirement Health Savings Plan. Employee participation is governed by the terms and conditions set forth in this Article. A Retirement Health Savings Plan is designed to permit employees to irrevocably designate on a pre-tax basis, salary and/or leave payouts (which occur upon termination of employment) to be used to help pay for health insurance costs when the employee is no longer working for the City. No City contribution is made toward the cost of this plan. Further terms and conditions of the plan are set forth in the agreement between the City and the City's designated plan administrator.
- B. Part-time and full-time probationary and regular status employees covered by this Agreement shall contribute to the Retirement Health Savings Plan an amount equal to the following:
1. 1% for employees up to 34 years old; 2% for employees between 35-44 years old; 3% for employees 45 years and older and,
 2. Seventy-five percent (75%) of an employee's eligible sick and vacation leave payouts which occur upon termination of employment (see Article 36, Vacation and Article 35, Sick Leave Payout). Employees will receive a cash payment for the remaining 25% of the leave payout [i.e., 25% of accrued vacation leave plus 25% of the 25% or 50% sick leave credit (6.25% for those eligible to receive 25% or 12.5% for those eligible to receive 50%)].

The amendments to Article 12 are contingent upon the financial status of the City. Should the City receive emergency state or federal funding, the City agrees to meet and confer over elimination and/or reversal of the provision indicated in section (E) of Article 12. In addition, the City will provide a double merit increase on the next merit due date (two-step increase, if applicable) or retroactive merit increase back to the original merit due date for employees who were affected by section (F) of Article 12.

The amendments to Article 12 and 17 referenced above shall expire on December 31, 2020.

FOR VCFA

Shawn Hughes
President
Ventura City Firefighters' Association
07/14/2020
Date

FOR THE CITY

Alex D. McIntyre
City Manager
6/30/20
Date

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney


By: Andy Viets,
Sr. Assistant City Attorney
6/23/2020