

SIDE LETTER OF AGREEMENT
City of San Buenaventura and
Ventura Fire Management 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 Fire Management Association [VFMA], 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 8 - Salary (add to existing language)

F. Cost Saving Measure – Holiday/Vacation Pay Relinquishment

1. Due to revenue short-falls and increased expenses due to the worldwide COVID-19 situation, VFMA 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 VFMA member who retires on or before August 6, 2020, is not subject to the provisions of section (F) of Article 8. If a VFMA member does not retire on or before August 6, 2020, he or she will be subject to the provisions of section (F) of Article 8.

G. Merit pay increases for VFMA members are suspended through December 31, 2020.

Article 9 – Overtime and Relief Coverage (replace existing language)

A. Operational Capacity.

Fire Battalion Chiefs:

1. Fire Battalion Chiefs shall be eligible for overtime compensation at a rate of time-and-one-half their hourly rate of pay when:
 - a. Working shifts beyond those regularly scheduled as part of their 56-hour work week cycle, or
 - b. Working emergency and/or special incident operations, City-sponsored special events, or any situation where department protocols related to emergency response require the performance of duties other than those performed during their regularly scheduled hours of work.

Assistant Fire Chiefs:

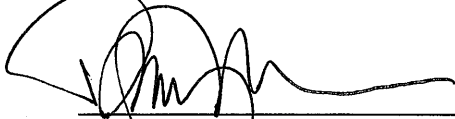
2. Subject to the evaluation and approval of the Fire Chief, Assistant Fire Chiefs shall be eligible to earn overtime compensation at a rate of time-and-one-half their hourly rate of pay when working emergency and/or special incident operations, City-sponsored special events, or any situation where department protocols related to emergency response or safety require their performance of duties beyond regular scheduled hours of work.
3. When a shift for a normally assigned 24 hour shift Battalion Chief has a vacancy that cannot be filled by an officer of the same rank, the Assistant Fire Chiefs shall be eligible to earn overtime compensation at a rate of time-and-one-half the hourly rate of pay equal to the Assistant Chief's actual hourly rate

of pay or the maximum of the Fire Battalion Chief pay range, whichever is less, to cover a Fire Battalion Chief shift beyond their regular scheduled hours of work.

The above amendments 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 provisions indicated in sections (F) and (G) of Article 8.

The amendments to Articles 8 and 9 referenced above shall expire on December 31, 2020.

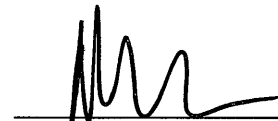
FOR VENTURA FIRE MANAGEMENT
ASSOCIATION



Doug Miser
President
Ventura Fire Management Association

7/2/20
Date

FOR CITY OF SAN BUENAVENTURA



Alex D. McIntyre
City Manager

6/30/20
Date

APPROVED AS TO FORM
Gregory G. Diaz, City Attorney

Gregory G. Diaz / for 6/24/2020
By: Andy Viets,
Sr. Assistant City Attorney