

SIDE LETTER OF AGREEMENT
City of San Buenaventura and
Service Employees' International Union, Local 721

This Side Letter of Agreement to the existing Memorandums of Understanding (July 1, 2018 – June 30, 2020) [MOUs] and associated Side Letters extending the MOUs (July 1, 2020 – December 31, 2020) [Extension Side Letters] is entered into between the City of San Buenaventura, by and through its City Manager, and the Service Employees' International Union, Local 721 [SEIU], on behalf of the "G", "Q" and "S" units, by and through its duly authorized representative.

This Side Letter of Agreement [Furlough Side Letter] hereby amends the terms and conditions of the MOU and Extension Side Letter.

"G" UNIT

Article 5 – Wages. *(add to existing language)*

D. Furlough

Due to revenue short-falls and increased expenses due to the worldwide COVID-19 situation, SEIU members will be on unpaid furlough forty (40) regular hours between the signing of this agreement and June 30, 2021. Employees will not report to work when unpaid furlough hours are taken. Unpaid furlough hours must be taken in increments of at least two (2) hours and shall be scheduled in advance with supervisory approval to ensure proper staffing coverage levels are maintained without the use of overtime to backfill the absence.

1. Any SEIU member who retires or separates from City employment by August 6, 2020, is not subject to this provision. If an employee does not retire or separate by August 6, 2020, they will become subject to this provision.
2. Any new SEIU member who is hired on or after the signing of this agreement is not subject to this provision.
3. In lieu of being subjected to the furlough referenced above, employees in the Public Safety Dispatcher, Senior Public Safety Dispatcher, and Dispatch Training Coordinator classifications may elect to relinquish forty (40) unused accrued holiday hours, which are available for cashout in December 2020 (Article 14.4, Section E.2.). Eligible employees who intend to relinquish holiday pay hours in lieu of taking unpaid furlough hours must notify the Assistant Human Resources Director no later than August 6, 2020.
4. The amendments to Article 5 shall expire on June 30, 2021. The parties expressly agree that the furloughs referenced above will remain in effect beyond the December 31, 2020 expiration of the current MOU through June 30, 2021. Negotiations for a successor MOU will not negate the parties' obligations under this separate side letter agreement.

E. Merit Pay -- Merit pay increases for SEIU members, as described in Article 4, are suspended through December 31, 2020.

“Q” AND “S” UNITS

Article 5 – Wages. *(add to existing language)*

6. Furlough

Due to revenue short-falls and increased expenses due to the worldwide COVID-19 situation, SEIU members will be on unpaid furlough forty (40) regular hours between the signing of this agreement and June 30, 2021. Employees will not report to work when unpaid furlough hours are taken. Unpaid furlough hours must be taken in increments of at least two (2) hours and shall be scheduled in advance with supervisory approval to ensure proper staffing coverage levels are maintained without the use of overtime to backfill the absence.

- a. Any SEIU member who retires or separates from City employment by August 6, 2020, is not subject to this provision. If an employee does not retire or separate by August 6, 2020, they will become subject to this provision.
- b. Any new SEIU member who is hired on or after the signing of this agreement is not subject to this provision.
- c. The amendments to Article 5 shall expire on June 30, 2021. The parties expressly agree that the furloughs referenced above will remain in effect beyond the December 31, 2020 expiration of the current MOU through June 30, 2021. Negotiations for a successor MOU will not negate the parties' obligations under this separate side letter agreement.

7. Merit Pay – Merit pay increases for SEIU members, as described in Article 4, are suspended through December 31, 2020.

All other terms and conditions of the current MOUs will remain in effect for the term of the MOUs.

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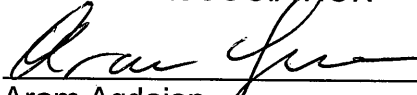
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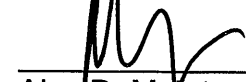
The above amendments are contingent upon the financial status of the City. The City will provide quarterly updates to SEIU Local 721. Upon receiving these quarterly updates, SEIU Local 721 reserves the right to meet and confer to discuss elimination of these changes from previously negotiated articles.

FOR THE ASSOCIATION


Aram Agdaian
SEIU, Local 721

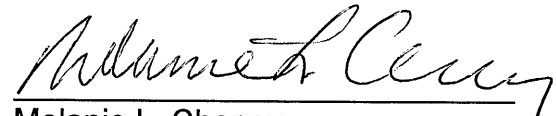
7/9/2020
Date

FOR THE CITY


Alex D. McIntyre
City Manager

6/30/20
Date

APPROVED AS TO FORM


Melanie L. Chaney
LIEBERT CASSIDY WHITMORE