Third Amendment to Unrepresented Compensation Program
Between
CITY OF ST. HELENA AND FULL-TIME FIREFIGHTERS

As authorized by the City Council through Resolution 2020-76, approved on July 14, 2020, this Third Amendment to the Full-Time Fire Unrepresented Compensation Program dated July 1, 2018 is made amended and effective July 1, 2020 between the City of St. Helena (“City”), a municipal corporation (City) and the Full-time Fire Fighters (“Employee”), collectively “the Parties.”

RECITALS

WHEREAS, the COVID-19 pandemic has catastrophically impacted the City’s current and next fiscal years’ budgets; and

WHEREAS, the City has engaged in a thorough and robust analysis of its options for a variety of cost-savings measures; and

WHEREAS, the City’s goal is to spread the personnel-related cost-savings measures across its workforce in order to attempt to maintain employment for as many employees as possible and to achieve rough fairness among its employees with respect to concessions required; and

WHEREAS, to accomplish this goal, certain amendments to the City’s Full Time Fire Employee Compensation Program (“Program”), second amendment on April 28, 2020, are needed;

NOW, THEREFORE, in consideration of the mutual premises, covenants and conditions herein contained, the Parties agree to amend the Unrepresented Compensation Program as of July 1, 2020 follows:

SECTION 2 – EMPLOYEE SALARY COMPENSATION

The salaries provided for in Section 2 and Exhibit 1 to the Full Time Fire Employee Compensation Program shall be modified by 5% reduction effective July 1, 2020 through June 30, 2021. The reduction is not applicable to wages paid when reporting as part of a Strike Team. Further, all step increases for which full-time firefighter employees would otherwise be eligible shall be suspended and not granted from July 1, 2020 through June 30, 2021. Eligibility for, and implementation of single step increases will resume effective July 1, 2021.

In exchange for a 5% reduction in salary, all unit employees will be provided with a bank of 13 days (104 hours) of leave (“Budget Reduction Bank Hours”) that each employee must utilize by June 30, 2022. The Budget Reduction Bank Hours can not be cashed out and any unused amount will expire on June 20, 2022. Budget Reduction Bank Hours can be taken in increments.
of at least one (1) hour. Employees shall use the request and approval process applicable to vacation time to request use of Budget Reduction Bank Hours.

SECTION 6 – VACATION LEAVE
Subsection 6.2
Effective July 1, 2020 through June 30, 2022, the vacation accrual cap will be extended by 104 hours.

SECTION 11 (NEW) – ROLL-UP PAY
The parties acknowledge that certain compensation elements provided in this agreement are calculated based on, or as a percentage of, an employee's base pay – specifically overtime, bi-lingual pay, and longevity pay. These compensation elements will be negatively impacted by the salary concessions in Section 2. Therefore, at the end of Fiscal Year 2020-21, or at an employee's separation from City employment (whichever occurs first), affected employees will each earn and the City will pay a one-time payment equal to the difference between what the employee would have made in Fiscal Year 2020-21 in overtime pay, bi-lingual pay, and longevity pay (combined) calculated at the employee's June 30, 2020 rate of pay, and what the employee actually earned for these items (combined) in Fiscal Year 2020-21 calculated on the employee's reduced July 1, 2020 rate of pay. Employees do not earn this additional compensation on an hourly basis as hours are worked, but rather as a lump sum earned when calculated at eligibility (i.e. at the earlier of separation or June 30, 2021.) This compensation is a one-time benefit that shall sunset automatically and be of no further force or effect after June 30, 2021.

ARTICLE 12 (NEW) – RESTORATION
Effective July 1, 2021, all concessions agreed upon in this amendment will be restored.

Furthermore, if during FY 2020-21, the City receives COVID-19 related federal relief revenues, COVID-19 related state relief revenues (other than the $75,000 accounted for in the adopted FY 2020-21 budget), increases in transient occupancy tax (TOT) revenues, or increases in sales tax revenues that collectively exceed $1,000,000 (net) beyond the FY 2020-21 budgeted amount of $3,746,907, the parties agree to restore all of the unused concessions agreed to in this Agreement (e.g. if 50 of the 104 Budget Reduction Bank Hours have been used, the employee will receive compensation for the remaining 54 Budget Reduction Bank Hours and any remaining Budget Reduction Bank Hours will be removed).

On a regular basis, at an agreed upon date and time, Full-time Fire Employees and the City of St. Helena will review the FY 2020-21 TOT and sales tax revenue forecasts compared to actual revenue received.

Except as expressly modified in this Amendment, existing provisions of the Agreement and amendments shall remain in full force and effect.

TERM
The term of the Full-time Fire Employee Compensation Program shall be extended to June 30, 2022.
IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Unrepresented Compensation Program upon the terms, conditions, and provision above stated, the day and year first above written.

CITY OF ST. HELENA
A Municipal Corporation

Mark T. Prestwich, City Manager

Cindy Tzalopoulos, City Clerk

Approved as to form:

Kara K. Ueda, City Attorney