

**AMENDMENT TO THE MEMORANDUM OF
AGREEMENT BETWEEN THE VENTURA COUNTY FIRE PROTECTION DISTRICT AND
THE VENTURA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters' Association ("VCPFA") that sets forth the terms and conditions of employment of all District employees represented by VCPFA for the period between August 1, 2021 through July 31, 2024.

The District and the VCPFA agree to amend the 2021-2024 MOA as follows:

ARTICLE 7 FLEXIBLE BENEFIT PROGRAM

Sec. 701 **PLAN OPTIONS:** Employees covered by this Agreement may elect to participate in either the "County of Ventura Flexible Benefit Program" (hereinafter referred to as the Flexible Benefit Program) as set forth in the plan document for that program including all applicable supplements or the VCPFA-sponsored Medical Insurance Program. Any employee electing to participate in such program shall be permitted to select, pursuant to the provision of Section 703 below and the plan document, any Flexible Benefit Program option made available to any other represented employee through a County sponsored plan. Once enrolled in a VCPFA sponsored Medical Insurance Plan through the County's cafeteria plan, an employee may only elect to enroll in VCPFA sponsored Medical Insurance Plans thereafter.

Employees currently enrolled in the VCPFA sponsored Medical Insurance Plans and employees hired after July 01, 2009 and covered by this Agreement may only participate in the VCPFA sponsored Medical Insurance Plans.

Sec. 702 **DISTRICT CONTRIBUTIONS:** The District shall continue to contribute \$432.00 per biweekly pay period on behalf of each employee who enrolls in the Flexible Benefit Program. Effective August 8, 2021, the District's contribution shall be increased to \$482.00 per biweekly pay period.

Effective December 11, 2022, the ~~County's~~ **District's** contribution shall increase to \$532.00 per biweekly pay period.

~~If, as a result of the California Supreme Court's ruling in Alameda County Deputy Sheriff's Ass'n v. Alameda County Employees' Retirement Association (2020) 9 Cal. 5th 1032, the Ventura County Employees' Retirement Association (VCERA)~~

~~determines that all or a part of the County's Flexible Benefits Program contributions under this Article will not be included in compensation earnable for the purposes of retirement benefit calculations for non-PEPRA VCERA members, the County and VCPFA shall, at the request of either party, meet and confer over the effects of that determination.~~

The provisions of Sec. 702 and Sec. 703 below will be implemented as soon as administratively possible. When implemented, the below language of Sec. 702 will supersede and replace current Sec. 702 from the 2021-2024 MOA.

Sec. 702 **DISTRICT CONTRIBUTIONS:** For regular, employees enrolled in the Flexible Benefit Program, subject to terms and conditions of the plan document, the District shall continue to contribute a bi-weekly contribution amount as follows (“District Contribution”):

Effective December 11, 2022, the District shall contribute an amount not to exceed \$532 per bi-weekly pay period towards the Flexible Benefits Program for each regular full-time employee.

The District Contribution will be allocated as follows: (1) a portion equal to the bi-weekly premium for the lowest cost employee-only County or VCPFA sponsored group health coverage that offers minimum value (“Health Allowance”) shall be used solely for the purchase of group health plan coverage; and (2) the difference between the District Contribution and Health Allowance may be used for the purchase of any other benefits offered under the Flexible Benefits Program, or taken as taxable compensation.

Sec. 703 **MEDICAL PLAN OPT-OUT OPTION:**

- A. A regular employee may elect the Medical Plan Opt-Out Option declining medical coverage under the Flexible Benefit Program for the employee and the employee’s dependents with adequate proof of enrollment in other qualifying group health insurance coverage.
- B. Employees electing not to participate in a District or VCPFA sponsored health care plan must complete and submit the Opt-Out Certification Form certifying that they are enrolled and covered under another group hospital and medical health plan. The Opt-Out Certification Form shall be received by the Human Resources Department within thirty (30) days from date of hire, mid-year change and annually during Open Enrollment.

- C. Regular full-time employees electing the Medical Plan Opt-Out Option will be allocated a bi-weekly allowance in the amount set forth below which may be used for the purchase of any benefits offered under the Flexible Benefits Program, except medical coverage, or taken as taxable compensation:

Effective upon full implementation of the Medical Opt-out Option, \$179.94

Future adjustments to the amount of the biweekly allowance set forth in this section will be consistent the percent ratio between the Medical Opt-Out Option cash value (numerator) and the Flexible Credit Allowance (denominator) for Plan Year 2023.

- D. For regular part-time employees electing the Medical Plan Opt Out Option, the employee will not be eligible to receive a taxable bi-weekly cash payment.

- E. The District will continue use the difference between the District Contribution set forth in Sec. 702 and the biweekly allowance payable under Sec. 703 (less any administrative and employee health services fees charged to all employees) to subsidize the cost of premiums paid by VCPFA members for VCPFA-sponsored health plan costs.

The amount used to subsize VCPFA member premium costs will be calculated prior to the beginning of the calendar year based on the ratio of the then-current number of VCPFA members declining medical coverage over the then current number of VCPFA members participating in medical coverage. This ratio will be applied to the difference between the District Contribution set forth in Sec. 702 and the biweekly allowance payable under Sec. 703 (less any administrative and employee health services fees charged to all employees) to determine the amount by which the premium for each VCPFA member participating in medical coverage will be reduced in the following year.

ARTICLE 40 (NEW)

LEGACY RETIREE HEALTHCARE CONTRIBUTION

On April 17, 2023, the Ventura County Employees Retirement Association ("VCERA") Board of Retirement, acted by resolution ("Resolution") to exclude a portion of the Flexible Credit Allowance from compensation earnable for legacy (non-PEPRA) retirement plan participants. If such exclusion results in a loss to the retirement annuity benefit, the District shall provide a

Legacy Retiree Healthcare Contribution funded into the VCPFA-administered medical trust established by VCPFA to pay health-related expenses for VCPFA trust eligible retirees and dependents as follows:

Eligibility

The parties agree for the District to make a Legacy Retiree Healthcare Contribution ("Contribution") on behalf of Retirees who are determined to be (1) eligible for a VCERA legacy (non-PEPRA) retirement plan; (2) employed by the District no later than April 16, 2023; and (3) retire from County service on or after July 30, 2020 and be a VCERA annuitant. The District shall not make Contributions on behalf of eligible Retirees until the month after the following have occurred: (1) the District Board of Directors has approved this amendment to the MOA, and (2) the pension benefits are reduced pursuant to the Resolution.

Retiree means any employee or surviving beneficiary who has retired from a VCERA legacy plan (non-PEPRA) and who is receiving a retirement annuity benefit.

Surviving Beneficiary means a named VCERA spousal beneficiary who did not predecease the Retiree.

Future Legacy Retiree Healthcare Contributions are not an employee or Retiree vested right.

Amendment or Termination of HRA Subsidy

The District will provide 30 days' notice to VCPFA in the event it intends to amend the provisions of this section of this Agreement. The District agrees to engage in good faith bargaining with respect to any amendments to this section. In the event the Agreement amendment eliminates or reduces the Legacy Retiree Healthcare Contribution; such amendment will not reduce the contribution for current retirees and the amended amount for future retirees will be the greater amount of the amended amount or the amount negotiated at inception.

Legacy Retiree Healthcare Contributions

The District will fund a monthly Legacy Retiree Healthcare Contribution on behalf of eligible Retirees into the VCPFA-administered medical trust described in Section 503, herein, established by VCPFA to pay health-related expenses for VCPFA trust eligible Retirees and dependents. Thereafter, VCPFA will be solely responsible for determining and administering the benefits distributed from the VCPFA medical trust to their eligible Retirees. VCPFA agrees to indemnify, defend and hold the District harmless from any and all liability, claims, demands, suits or any other loss, damage or injury to persons or property arising from or related to the provisions of this provision, including income tax withholding liabilities or tax penalties

related to any contribution to the VCPFA-administered medical trust. The maximum monthly Contribution paid by the District shall be increased annually by up to a maximum of three percent (3%) based on changes to the Consumer Price Index (CPI) for the Los Angeles area for the previous twelve (12) months immediately before the new plan year. For example, should the change in the CPI-Los Angeles area be 1.5%, the monthly Benefit shall be increased by 1.5% for the new Plan Year; and should the change in the CPI-Los Angeles be 3.5%, the monthly benefit shall be increased by the 3% maximum for the new Plan Year.

Effective the first month after adoption by the District Board of Directors for each eligible Retiree, effective the first full month after commencement of a retirement annuity under a VCERA legacy retirement plan, the Retiree monthly Contribution for plan year 2023 shall be as follows:

Safety Legacy Retirement Plan: \$270.00
Miscellaneous Legacy Retirement Plan: \$210.00

Agreed to this 21st day of June, 2023, by:

FOR THE DISTRICT:

FOR VCPFA:

S. Atin
Shawn Atin
Asst. County Executive Officer /
Director of Human Resources

K. Aguayo
Kevin Aguayo
VCPFA, President