This Amendment to the Memorandum of Agreement (MOA) between the County of Ventura (the County) and the Ventura County Professional Firefighters’ Association (VCPFA) covering the period between July 1, 2009 and June 30, 2011 is entered into with reference to the following facts:

A. There presently is in full force and effect an MOA between the County and VCPFA which sets forth the terms and conditions of employment of all County employees represented by VCPFA for the period between July 1, 2009 and June 30, 2011.

B. Because of the current economic climate, the County is experiencing serious budgetary problems that are making it extremely difficult for the County to honor its current financial obligations.

C. VCPFA desires to assist the County through this economic downturn to increase the likelihood that the level of fire protection and services provided to the citizens of the County through the efforts of employees represented by VCPFA will not be impaired.

WHEREFORE, based upon the foregoing recitals, the parties agree to amend the MOA as follows:

1. The term of the MOA shall be extended until February 28, 2013. In addition, VCPFA shall have the option to extend the term of the MOA for an additional twelve (12) months through and including February 28, 2014 without any other change in the terms of the MOA or the terms and conditions of employment of employees represented by VCPFA.

2. Section 501 D of the MOA shall be amended to read as follows:

   a. Effective July 11, 2010, each safety employee not covered by Section 501 F then employed by the County shall pay to the Ventura County Employees’ Retirement Association (VCERA) as a member contribution an amount equal to 1.01% of his or her Retirement Earnings Final, (Pensionable Earnings). The County shall pay to VCERA an amount equal to 11.09% of Retirement Earnings Final that is the remaining portion of the required member contribution of each such employee. Of that 11.09% of Retirement Earnings Final only
10.05% of Retirement Earnings Final shall be reported to VCERA as compensation earnable.

Effective October 3, 2010, the portion of the required member contribution paid by each such employee shall increase to 1.62% of Retirement Earnings Final. The County shall pay to VCERA an amount equal to 11.09% of Retirement Earnings Final that is the remaining portion of the required member contribution of each such employee. Of that 11.09% of Retirement Earnings Final only 10.66% of Retirement Earnings Final shall be reported to VCERA as compensation earnable.

Effective July 10, 2011, the portion of the required member contribution paid by each such employee shall increase to 2.51% of Retirement Earnings Final. The County shall pay to VCERA an amount equal to 10.20% of Retirement Earnings Final that is part of the required member contribution of each such employee, with the entire value of that employer payment of member contributions being reported to VCERA as compensation earnable.

b. Currently, there is a cap on the amount of required member contributions that the County will pay to VCERA equal to 12.09% of Retirement Earnings Final. Effective July 10, 2011, there will be a cap on the amount of employer payment of required member contributions equal to the following formula: the amount of the employer payment as of May 1, 2010 (i.e., 12.09%) minus 1.89%. The parties agree that as a result of using the formula, effective July 10, 2011, the employer payment of member contributions will be capped at 10.20% of Retirement Earnings Final.

If subsequent to July 10, 2011, the actuarially determined member contribution rate is more than the 10.20% of Retirement Earnings Final paid by the County plus the 2.51% of Retirement Earnings Final paid by the affected employees (i.e., more than 12.71% of Retirement Earnings Final), the excess amount shall be paid by the affected employees. If the rate is less than that total, the portion of the required member contribution paid by the affected employees shall be reduced to 2.5% of Retirement Earnings Final.

c. The County, in making such “pick up”, makes no representation or guarantees with respect to the taxability or non-taxability of such “pick up”.

3. Section 501 E of the MOA shall be amended to read as follows:
a. Effective July 11, 2010, each non-safety Tier II employee not covered by Section 501 F then employed by the County shall pay to the Ventura County Employees’ Retirement Association (VCERA) as a member contribution an amount equal to 1% of his or her Retirement Earnings Final. The County shall pay to VCERA an amount equal to the remaining portion of the required member contribution of each such employee, which shall be reported to VCERA as compensation earnable.

Effective July 10, 2011, the required member contribution paid by each such employee shall increase to 2.5% of Retirement Earnings Final. The County shall pay to VCERA an amount equal the remainder the required member contribution of each such employee, with the entire value of that employer payment of member contributions being reported to VCERA as compensation earnable.

b. If, subsequent to July 10, 2011 the actuarially determined employee contribution is more than the 2.5% of Retirement Earnings Final paid by the affected employees plus the approximate blended rate of 4.24% of Retirement Earnings Final (all of which shall be reported to VCERA as compensation earnable) the County is obligated to pay, the excess amount shall be paid by the affected employees.

c. The County, in making such “pick up”, makes no representation or guarantees with respect to the taxability or non-taxability of such “pick up”.

4. a. All employees represented by VCPFA who are hired on or after July 11, 2010 (new hires) shall, upon commencement of employment, pay to VCERA as member contributions an amount equal to four percent (4%) of Retirement Earnings Final for the first five (5) years of employment, and, upon the completion of five (5) years of service, the amount of their required contributions to VCERA shall be reduced to the amount then being paid by employees represented by VCPFA who were hired prior to July 11, 2010.

Between July 11, 2010 and October 2, 2010, the County shall pay to VCERA on behalf of each such safety employee, as required member contributions, an amount equal to 8.10% of Retirement Earnings Final. Effective October 3, 2010, the County contribution shall increase to an amount equal to 8.71% of Retirement Earnings Final.

Between July 11, 2010 and October 2, 2010, the County shall pay to VCERA on behalf of each such non-safety Tier II employee, as required member contributions, an amount equal to 1.57% of
Retirement Earnings Final. Effective October 3, 2010, the County contribution shall increase to an amount equal to 1.73% of Retirement Earnings Final.

b. If, subsequent to July 10, 2011 the actuarially determined employee contribution rate is more than the 8.71% of Retirement Earnings Final paid by the County plus the 4% of Retirement Earnings Final paid by the affected employees, the excess amount shall be paid by the affected employees. If, subsequent to July 10, 2011 the actuarially determined employee contribution is more than the 4% of Retirement Earnings Final paid by the affected employees plus the approximate blended rate of 2.74% of Retirement Earnings Final the County is obligated to pay, the excess amount shall be paid by the affected employees. The County, in making such “pick up”, makes no representation or guarantees with respect to the taxability or non-taxability of such “pick up”.

5. Section 501 F of the MOA shall be amended to provide that, effective July 11, 2010, the amount of the “payment in lieu of pick up for 30 year employees” shall be reduced by 1% and effective July 10, 2011 it shall be reduced by an additional 1½ %.

6. Effective October 3, 2010, Section 501 G shall be amended to reduce the ongoing biweekly contribution to an amount equal to the entire amount saved by the District by virtue of a 1% salary reduction, including all roll-ups. In return, the base salary of each employee represented by VCPFA except those employees in the Auxiliary Unit shall be increased by one half percent (.5%) effective October 3, 2010.

7. Effective on or before January 1, 2011, the County shall, in accordance with Internal Revenue Code Section 414(h)(2), declare that it has agreed to “pick-up” the value of the employee paid retirement contributions so that the taxable income of the employees shall be reduced by the amount of the retirement contributions they will be paying. If the County has been unable to accomplish this declaration by January 1, 2011, the obligation of employees represented by VCPFA to pay increased member contributions to VCERA set forth above in paragraphs 2 and 3 and the reduction of the payment in lieu of pick-up for 30 year employees set forth above in paragraph 5 shall be rescinded retroactive to the implementation date, where appropriate, and shall not be reinstated unless and until the declaration has been accomplished.

8. In the event any County employees represented by the Ventura County Deputy Sheriffs’ Association (VCDSA) and/or the California Nurses’ Association (CNA) realize a more favorable outcome between the effective
date of this MOA amendment and February 28, 2012, as a result of their current contract negotiations, a contract extension or otherwise, than the outcome for VCPFA represented employees set forth in this Amendment to the MOA, VCPFA shall have the option either to (a) receive the identical, or comparable (if identical is impossible) outcome for its employees or (b) reopen the MOA, as amended herein, under conditions where, at a minimum, employees it represents will receive identical (or comparable) treatment to the employees represented by VCDSA and CNA. This provision shall not apply to any increases or improvements realized by employees represented by VCDSA as a result of VCDSA’s invoking a provision similar to this contained in its 2010 MOA Amendment.

For comparison purposes, it shall be regarded that current employees represented by VCPFA were disadvantaged by the following: (a) having to pay to VCERA effective July 11, 2010 member retirement contributions in an amount equal to one percent (1%) of Retirement Earnings Final, or having their cash payment pursuant to Section 501 F reduced by one percent (1%) of Retirement Earnings Final; and (b) having to pay to VCERA effective July 10, 2011 member retirement contributions in an amount equal to one and one-half percent (1.5%) of Retirement Earnings Final or having their cash payment pursuant to Section 501 F reduced by an additional one and one-half percent (1.5%). It also shall be regarded that new hires will be disadvantaged by being obligated to pay to VCERA member retirement contributions in an amount equal to four percent (4%) of Retirement Earnings Final for the first five (5) years of employment and, thereafter, will be obligated to pay to VCERA member retirement contributions in an amount equal to two and one-half percent (2.5%) of Retirement Earnings Final.

It also shall be regarded that, in return, the term of the MOA was extended for twenty (20) months with VCPFA having an option to extend it for an additional twelve (12) month period.

The following are examples of situations where the MOA (as amended herein) is subject to modification because employees represented by VCDSA and/or CNA received a more advantageous outcome:

a. Should any employees represented by VCDSA and/or CNA receive compensation adjustments of a time value that is more favorable than a one percent (1%) reduction commencing in 2010 and a one and one-half percent (1.5%) additional reduction commencing in 2011 (or no compensation adjustment), the increases in member contributions described above shall be reduced to reflect those lower reductions, or increases, experienced by employees represented by VCDSA and/or CNA retroactive to the date of implementation.
b. Should new hires represented by VCDSA and/or CNA be required to pay lower member contributions than those specified for new hires represented by VCPFA and/or receive offsetting advantages not provided to new hires represented by VCPFA, the required member contributions for new hires represented by VCPFA shall be reduced accordingly.

c. Should the current MOA between the County and VCDSA be extended for more than twenty (20) months and/or VCDSA be granted an option to extend the contract for more than one (1) year so that the total extension, including options, exceeds the thirty-two (32) month period granted to VCPFA, and/or should CNA negotiate an MOA that is of longer duration than thirty-two (32) months, VCPFA shall then have the option to extend its contract for that additional time.

d. If only a portion (e.g. twenty-five percent (25%)) of the employees represented by VCDSA or CNA realize a more favorable outcome (e.g. a four percent (4%) equity adjustment) the value of that outcome shall be spread amongst the entire affected bargaining unit (e.g. a one percent (1%) increase).

9. Section 803 of the MOA shall be amended to add the following language:

Effectively July 11, 2010, the District shall provide, as soon as reasonably possible, two (2) pairs of BDU style pants to all represented safety members with the exception of those in the Auxiliary unit. At a minimum, the BDU pants will be allowed as PPE, in which case the District will ensure the employee always has two serviceable pairs and will replace on a direct one for one exchange. In the event the District determines that the BDU style pant shall serve as an alternate station uniform, the District agrees to provide the employee with two (2) additional pairs on or before every July 1st thereafter. The District shall retain the right to determine the most appropriate garment for wear and that the term BDU is used interchangeably for a uniform pant that is suitable for both station wear and wildland firefighting PPE.

10. Section 810 of the MOA shall be amended to read as follows:

Employees required to obtain and maintain any California Driver License other than a Class C (or equivalent) and any required endorsements may request reimbursement for the difference in costs between the required license and the Class C license (or its equivalent). Reimbursement is not to be made for costs incurred when obtaining or renewing a Class C license or its equivalent. The failure to obtain and/or maintain any such required California Driver License (or equivalent) or any required endorsement shall empower the District to impose disciplinary action.
11. Section 1103 of the MOA shall be amended to add the following language:

For all classifications covered under this MOA, personnel assigned to emergency incidents, both in-county and out of county shall be compensated portal to portal for the duration of the incident assignment.

12. Section 2207 C-2 of the MOA shall be amended to read as follows:

Members assigned to staff functions shall remain at an assignment for a minimum period of one (1) year before being eligible for a transfer. Any exception must be approved by the Fire Chief. Persons not filling an assignment of their choice will not be held to these limits. The provision requiring a one-year commitment was modified in July, 2010 from a previous requirement for a two (2) year commitment. At the conclusion of this agreement the Staff time commitment will be reevaluated and automatically revert to the previous two (2) year requirement unless there is mutual agreement by both parties to continue at one year.

Members transferring into a staff assignment may, at their discretion, retain the right to return to their previous field assignment at the completion of their one (1) year commitment, provided that they held “bid rights” to that assignment at the time they transferred into Staff.

With the mutual agreement of the VCPFA and Fire Management, the time period associated with this provision may be extended up to 18 months for the purpose of completing specialized project work where a reassignment would significantly disrupt completion of the project.

13. Section 2207 C-3 of the MOA shall be amended to read as follows:

Members of equal rank may request a mutual transfer. Such requests shall be submitted to the Operations Bureau, which will route the request to the appropriate member(s) of departmental management, who will act upon said request according to the policies set forth herein and must meet time eligibility requirements. Mutual transfers may be denied and/or reversed by joint action of the District and VCPFA to avoid the unfair manipulation of the remaining provisions of this section.

A request for mutual transfer will be denied if any member holding higher seniority than either of the requesting parties has a current bid selection for one or more of the affected assignments subject to the following provision. In the case that two (2) or fewer senior members have a current bid selection for the
affected assignment(s), a member of the HR staff will make a confidential courtesy contact with the senior member(s) to advise them of the mutual request and to determine if they wish to keep the bid for the assignment(s) active. If the senior member(s) choose to withdraw their bid(s) the transfer request will be processed. In the case that 3 or more senior members have active bid selections no contacts will be made and the mutual transfer request will be denied. Mutual transfer requests will not be processed during the month of January.

Mutual Transfers shall not be allowed between staff and line assigned personnel or staff and staff assigned personnel.

14. Section 2603 of the MOA shall be amended to add the following language:

MEETINGS, CONFERENCES AND OTHER UNION BUSINESS: Employees on duty will continue to receive pay at Board of Directors and membership meetings scheduled at reasonable intervals of time. At the beginning of each fiscal year the annual amount of Association leave hours shall be mutually agreed upon prior to use. Association leave shall be made available to the Association representatives for purposes of conducting general union business, attending Association meetings and Employee Relations Conferences offered by colleges, universities, the International Association of Firefighters, or similar recognized institutions, associations and unions. Allocation of Association leave hours will be at the sole discretion of the VCPFA President.

Authorization of such leave shall be conditional upon prior notification. Notification shall be made to the roster station and the employee’s supervisor as soon as reasonably possible. Union board members will make every effort not to disrupt regular company operations.

15. Section 3301 of the MOA shall be amended to read as follows:

For the purpose of this section only, over-hiring shall be defined as the employment of a greater number of fire suppression employees within a classification than the number of allocated positions necessary to staff all on-duty emergency response units for that classification. Over-hiring may only occur in the classification of Firefighter Trainee with the limitation that, in the classification of Firefighter Trainee, the District may not over-hire more than six employees in excess of the number of allocated positions necessary to staff all on-duty emergency response units. In the case that any of the originally over-hired employees remain in an over-hired status at the time of promotion to
Firefighter, the over-hired employees will be allowed to promote without delay and will carry their over-hired status into the Firefighter rank.

The limitation of six employees may be exceeded by mutual agreement of fire management and the VCPFA. An example of a situation where additional over-hires may be agreed to would be a prediction of a very high number of immediately projected vacancies that carries a high degree of confidence by both parties.

Where the number of allocated positions necessary to staff all on-duty emergency response units has properly been reduced by the District with respect to a classification other than Firefighter Trainee and Firefighter, the District may over-hire with respect to that classification to the limited extent that, in order to prevent layoffs or demotions in lieu of layoffs, it may retain any individual(s) who occupied the classification prior to the reduction in the number of allocated positions necessary to staff all on-duty emergency response units. Any such "over-hired" individual(s) may be used to replace employees in the particular classification who are temporarily absent. As soon as there is a regular vacancy within that classification, that position shall be filled on a permanent basis by an "over-hired" employee. The position thereupon vacated by that "over-hired" employee shall not be filled by promotion or transfer; thus, the number of over-hired positions shall be reduced thereby through attrition.

For example, assume that the number of allocated positions necessary to staff all on-duty emergency response units for the classification of Fire Captain is properly reduced from 150 to 148. In that case, the two least senior employees in that classification may be "over-hired" so as to remain in that classification. These individuals may be utilized on a daily basis to replace other employees in that classification who are temporarily absent, in lieu of filling those vacancies through overtime assignments. If an employee occupying one of the 148 allocated positions in that classification that are necessary to staff all on-duty emergency response units should be permanently removed from that position, through retirement, other separation or promotion, that position shall be filled by the most senior of the two "over-hired" employees for that classification. At that time, the position vacated by the "over-hired" employee who was placed in the allocated position shall not be filled so that there will then be only one "over-hired" position for that classification.

16. Section 11202.7 of Appendix B to the MOA shall be clarified to change the referenced Administrative Policy (AP) section number from 11302 to 11301.

17. VCPFA shall have the option to modify Appendix B of the MOA by adding Section 11202.18.1.1 as follows:
11202.18.1.1 Assignment of Shift Trade Rosters
A list of members requesting to trade against an authorized opening in the vacation roster shall be maintained in Telestaff.

A member requesting to shift trade against an authorized opening must notify the roster station by email at least 21 days in advance of the opening, and before planned callbacks are filled.

At the time planned callbacks are filled, the roster station will attempt to fill all vacancies using the approved callback procedures, and shall include the names of members requesting a shift trade roster along with the names of all other members bidding for overtime on that day.

If the members requesting a shift trade against the roster are selected while following the selection criteria in the callback policy, their names will instead be entered into the roster as a shift trade against the roster day on, and the corresponding shift trade against the roster day off will be entered at that time.

In the case that more than one member requests to trade against the same roster opening, and 2 or more are selected using the callback selection criteria, the member requesting the trade that has the fewest overtime hours will be assigned the shift trade against the roster, and the other requesting member will instead be assigned a callback.

If the members requesting a shift trade against the roster are not selected under the callback selection criteria, their request for shift trade against the roster shall be denied.