

AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE VENTURA COUNTY DEPUTY SHERIFFS' ASSOCIATION AND
THE COUNTY OF VENTURA

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura County Deputy Sheriffs' Association ("VCDSA") which sets forth the terms and conditions of employment of all employees of the County represented by VCDSA for the period between July 27, 2021, through July 27, 2024.

The County and the VCDSA have agreed to amend the 2021-2024 MOA as follows:

Sec. 1203 MAXIMUM ACCRUAL:

- A. Employees in the Sheriff's Non-Supervisory Unit shall not accumulate more than 600 hours of annual leave. Except as provided below, employees in the District Attorney's Investigator Units shall not accumulate more than eight hundred (800) hours of annual leave. It is the mutual responsibility of the employee and the department or agency head to assure that no employee shall exceed said maximum accrual.

With respect to employees in the District Attorney's Investigator Units, whenever an employee's written request to use annual leave was denied within six (6) months prior to the time the employee reached the maximum accrual level, that individual shall be entitled to accumulate additional annual leave above the maximum accrual level under the following conditions. Initially, any such additional annual leave that is accrued shall be transferred to the employee's compensatory time off account on an hour for hour basis and shall be subject to accumulation and use as provided in Section 1103 B, except that when the employee has accrued four hundred eighty (480) hours of compensatory time off he/she shall then be entitled to accrue up to an additional one hundred twenty (120) hours of annual leave during the eighteen (18) month period after the employee reached the maximum accrual of eight hundred (800) hours, provided that these additional one hundred twenty (120) hours must be utilized during the eighteen (18) month period or they will be removed from the employee's account.

- B. Annual Leave Credit Accumulation During a Natural Disaster:

During a natural disaster, as defined in Section 1804 of the Ventura County Personnel Rules and Regulations and as declared by the Ventura County Board of Supervisors, employees in the Sheriff's Non-Supervisory Unit shall, notwithstanding the accrual limits set forth in Sec. ~~1202~~ **1203**(A) above, be permitted to continue to accrue annual leave hours in excess of the maximum annual leave credit accrual limit up to an amount not to exceed 60 hours. Such accruals in excess of the maximum annual leave credit accrual limit may occur only during the period of the declared natural disaster and in no case shall the total number of accrued hours of an employee in the Sheriff's Non-Supervisory Unit exceed 660.

Within six months from the date of the end of the natural disaster, any employee who was permitted under this subsection to accrue annual leave hours in excess of the maximum accrual limit set forth in Sec. ~~1202~~ 1203(A), above, shall draw down (by use for paid time off or cash redemption pursuant to Sec. 1204, below) their accrued annual leave hours that are in excess of the maximum accrual limit set forth in Sec. ~~1202~~ 1203(A), above, or lose the value of all hours in excess of that maximum accrual limit.


- C. Notwithstanding the provisions of subsection 1203(B), employees may continue to accrue annual leave hours of up to 60 hours in excess of the maximum accrual limit set forth in Sec. 1203(A), above, from the declared end of the Local Emergency Order for COVID-19, effective February 28, 2023, until December 31, 2023. Employees must draw down (by use for paid time off or cash redemption pursuant to Sec. 1204 below) their accrued annual leave hours that are in excess of the maximum accrual limit set forth in Sec. 1203(A) by December 31, 2023, or lose the value of all hours in excess of that maximum accrual limit as of that date.

Agreed to this 7th day of March 2023

For the County:


Robert Abeloe
CEO Labor Relations

For VCDSA:


VCDSA Representative