

**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") which sets forth the terms and conditions of employment of all employees of the District represented by VCPFA for the period between August 1, 2021 through July 31, 2024.

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

- Revise Section 602, "Standby Premium Pay," as follows:
 - A. Regular Standby:** Any employee of the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to **operational need, including any** forecasted emergency conditions. Such stand-by status may be maintained for so long as the operational need exists, as determined by the Duty Chief. Any such employee shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.
 - B. Scheduled Standby - Fire Equipment Operator:** Any employee of the District covered by this Agreement and classified as a Fire Equipment Operator may be assigned to **Scheduled Standby, in advance, as part of their regular work schedule, for the duration of "Fire Season."** For the purposes of the section, Fire Season shall be **defined by the District.**

For example, a Fire Equipment Operator may be assigned Scheduled Standby on a rotational basis that requires them to work 48 hours of Scheduled Standby in the first pay period, 78 hours of Scheduled Standby in the second pay period, and 70 hours of Scheduled Standby in the third pay period. At the conclusion of the third pay period, the schedule resets and the Fire Equipment Operator will once again start at 48 hours of Scheduled Standby. This cycle will repeat for the duration of fire season.

Assignment of Scheduled Standby to Fire Equipment Operators, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00).

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- C. Scheduled Standby – Aviation Unit: Any employee of the District covered by this Agreement and assigned to the Aviation unit may be assigned to Scheduled Standby, in advance, as part of their regular work schedule.**

For example, an employee assigned to the aviation unit may be assigned Scheduled Standby of eight (8) hours after each of their regularly scheduled shifts during the pay period.

Assignment of Aviation Unit employees to Scheduled Standby, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

- D. Time spent on standby status, whether Regular Standby or Scheduled Standby, shall be considered work hours for purposes of the Substance Abuse Program set forth in Appendix A.**

Agreed to this 23rd day of November, 2022, by:

For the County:



Mike Curnow
Labor Relations Manager

For VCPFA:



Kevin Aguayo
VCPFA President