AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF VENTURA AND THE VENTURA COUNTY PROFESSIONAL PEACE OFFICERS' ASSOCIATION – PATROL UNIT

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura County Professional Peace Officers' Association – Patrol Unit (VCPPOA) which sets forth the terms and conditions of employment of all County employees represented by VCPPOA for the period between November 1, 2023, and October 31, 2026.

The County and the VCPPOA agree to amend the 2023-2026 MOA as follows:

1. Revise Article 29 <u>"VCPPOA RIGHTS"</u>, as follows:

Sec. 2901 ASSOCIATION BUSINESS AND PAID WORK TIME:

The County agrees to authorize a total of sixty-four (64) hours per calendar year to be administered by the President of VCPPOA for use by the President and others s/he may deem appropriate to pursue Association business, including attendance at VCPPOA Board meetings and/or VCPPOA-approved training. The County further agrees that, at the sole discretion of the President of VCPPOA, s/he may delegate any hours available to the VCPPOA Probation Unit of Representation to pursue Association business to the Patrol Unit of Representation provided, however, in no case shall the total hours available per calendar year between the two units exceed four hundred twenty four (424) nine hundred sixty (960). At least five (5) days prior to desired usage, VCPPOA shall notify both the appropriate Department/Agency Head and the Auditor-Controller payroll division as to which employee(s) is(are) to receive what amount of the available hours. If VCPPOA fails to give such notice, the Department/Agency Head may decline to release the designated employee. VCPPOA agrees not to move its monthly Board meetings from an evening schedule.

Officers, board members, and other representatives of the Association will conduct all Association business, except for time spent in negotiations, grievance resolution, at Joint Labor Management Committee meetings, attending the VCPPOA monthly board meetings and testifying before the Civil Service Commission or an arbitration hearing, on their own time by utilizing vacation time, leave without pay or association time above.

The Appointing Authority(ies) shall not unreasonably withhold approval of use of any of the hours set forth in this section and shall not withhold approval for attendance at Board meetings for any reason.

In addition to the foregoing, should the parties become involved in an actual hearing before an arbitrator as provided in either Article 30 or 31 of this Agreement, the VCPPOA President and/or his/her direct designee shall be allowed to attend said hearing on County time provided, however, at least five (5) days prior to desired usage, the VCPPOA President shall notify both the appropriate Department/Agency Head and the Auditor-Controller payroll division as to the need to use such paid time.

Agreed to this <u>1</u> day of July, 2024, by:

FOR THE COUNTY:

Jennifer Duran Labor Relations

FOR VCPPOA:

Kris Acebo VCPPOA President