

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

This is an Amendment to the current Memorandum of Agreement (MOA) between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association (VCPFA).

Provisions for Education Incentive Pay are set forth in Article 8, section 806 of the MOA. Employees in the Firefighter Unit are eligible for Education Incentive Pay under "Plan B," which is set forth in subsection B of section 806. To be eligible for Education Incentive Pay pursuant to Plan B, an employee in the Firefighter Unit, among other things, must have been regularly employed by the District in a classification within the Firefighter Unit for at least five (5) years.

Employees in the Auxiliary Unit are eligible for Education Incentive Pay upon hire pursuant to "Plan C," which is set forth in subsection C of section 806. The parties have disagreed in the past concerning the eligibility of employees employed in the Firefighter Unit for Education Incentive Pay pursuant to Plan C.

This Amendment is the result of "meet and confer" discussions between the parties which began on or around September 1, 2009 to explore amending the MOU to achieve benefit reductions needed to mitigate County budgetary shortfalls and to resolve the disagreement concerning the applicability of Plan C to the Firefighter Unit. On or about September 6, 2009, the parties reached an agreement in concept on a change of language to clarify the applicability of Plan C to the Firefighter Unit employees, although details of the agreement remained to be determined and the parties continued discussions in an attempt to reach agreement on those details. Agreement upon benefit reductions was reached in July 2010.

In consideration of the foregoing, the parties agree as follows:

1. Firefighter Unit employees hired on or before November 21, 2012 shall be eligible for Education Incentive Pay pursuant to Plan C. Subject to the provisions of Paragraph 4 below, Firefighter Unit employees hired after November 21, 2012 shall be eligible to receive Education Incentive Pay only pursuant to Plan B.
2. Firefighter Unit Employees hired on or before November 21, 2012 shall be eligible to receive the Plan C incentive pay retroactive to September 6, 2009. A Firefighter Unit employee may receive such retroactive pay only for such time as the Firefighter Unit employee was eligible for Education Incentive Pay under the terms of Plan C and did not receive any form of Education Incentive Pay.
3. Firefighter Unit employees hired on or before November 21, 2012, who are, or become, eligible for Education Incentive Pay pursuant to both Plan B and Plan C may receive Education Incentive Pay under Plan B or Plan C, whichever is more beneficial. In no event shall a Firefighter Unit employee receive Education Incentive Pay under more

than one plan at the same time and shall receive only the highest level of either incentive plan for which the employee qualifies.

4. Prior to November 21, 2013, the parties shall meet and confer in good faith for the sole purpose of attempting to agree upon what Education Incentive Pay shall be provided to Firefighter Unit employees hired subsequent to November 21, 2012.

The parties by and through their authorized agents and representatives agree to the terms of this Amendment subject to the approval and adoption of this Agreement by the VCPFA and the District, respectively.

This Amendment is incorporated into and made part of the existing MOA in effect between the District and VCPFA.

This Amendment is executed on December ____, 2012.

For the Ventura County Fire Protection District

For the Ventura County Professional Firefighters Association
