

MEMORANDUM OF AGREEMENT

Between the
County of Ventura



and the
**Ventura County Deputy
Sheriffs' Association**

May 15, 2018 – April 30, 2021

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ARTICLE 1
PREAMBLE

It is the purpose of this Memorandum of Agreement (hereinafter referred to as Agreement) entered into by Ventura County (hereinafter referred to as County) and the Ventura County Deputy Sheriffs' Association (hereinafter referred to as VCDSA) to promote and insure true collective negotiations, to provide a procedure for the fair and peaceful resolution of differences, and to establish rates of pay, hours of work, and other terms and conditions of employment within the scope of representation.

ARTICLE 2
TERM

Sec. 201 TERM: This Agreement is effective from May 15, 2018, up to and including 12:00 midnight on April 30, 2021.

Except as provided herein, the terms and conditions of the previous Agreement between the parties which expired on February 28, 2018, shall be considered to have been extended and to have remained in full force and effect for the period between March 1, 2018 through and including May 14, 2018.

Sec. 202 SUCCESSOR AGREEMENT:

- A. In the event either party desires to negotiate a successor Agreement, such party shall, no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration date specified in Section 201, serve upon the other its written request to negotiate as well as its initial written proposals for such successor Agreement. Not less than ninety (90) days prior to the expiration date specified in Section 201, negotiations shall begin.
- B. Those Sections of the Agreement not addressed by either party in their proposals shall remain in full force and effect when incorporated into a successor Agreement.

ARTICLE 3
IMPLEMENTATION

It is agreed that this Agreement shall not be binding upon the parties unless and until ratified by the membership of VCDSA and approved by the Board of Supervisors.

Following approval by the Board of Supervisors, it shall enact necessary amendments to all County ordinances required to implement the full provisions of this Agreement.

ARTICLE 4 RECOGNITION

The County recognizes VCDSA as the recognized employee organization for those employees in the representation units covering the following job classifications. This Agreement shall apply only to persons employed in the classifications listed below within the following bargaining units:

Sheriff's Non-Supervisory Unit:

Deputy Sheriff (00550)
Deputy Sheriff Trainee (00995)
Sr. Deputy Sheriff (01057)
Sheriff's Sergeant (01780)
Sheriff's Pilot (01778)
Chief Sheriff's Pilot (01961)

District Attorney Investigators Non-Supervisory Unit:

District Attorney Investigator I (00645)
District Attorney Investigator II (00650)
District Attorney Investigator III (00447)

District Attorney Investigators Supervisory Unit:

Sr. District Attorney Investigator (01600)

The term "employee" or "employees" as used in this Agreement shall refer only to persons employed by the County in said bargaining units. References to "any" or "all" employees in this Agreement includes regular part-time employees unless otherwise specified.

The Senior Deputy Sheriff may assume supervisory duties and responsibilities while a superior officer is absent temporarily.

Masculine forms in this Agreement (he, his, etc.) refer to both male and female employees.

ARTICLE 5
SALARY PLAN

Sec. 501 HOURLY RATE OF PAY ADJUSTMENTS:

- A. Effective May 6, 2018, the base hourly rate range of each classification covered by this Agreement and the base hourly rate of pay of each represented employee therein shall be increased by one and one-half percent (1.50%).
- B. Effective May 5, 2019, the base hourly rate range of each classification covered by this Agreement and the base hourly rate of pay of each represented employee therein shall be increased by one and one-half percent (1.50%).
- C. Effective May 3, 2020, the base hourly rate range of each classification covered by this Agreement and the base hourly rate of pay of each represented employee therein, shall be increased by one and one-half percent (1.50%).

Sec. 502 EFFECTIVE HOURLY RATE OF PAY ADJUSTMENT ON PROMOTION: Notwithstanding the provisions of Section 501, employees who promote to a classification covered by this Agreement and who otherwise would have been eligible to receive the adjustment described in Section 501 had they not been promoted shall receive, effective on the date described in Section 501, the amount of the adjustment they did not obtain because of their promotion, or be placed at the top of the pay range for the classification, whichever is less. In such cases, there should be no adjustment to the employee's anniversary date.

Sec. 503 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive the compensation of the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 504 REGULAR PAY DAY: Compensation for employees shall be paid on or about the Friday following the end of the pay period.

Sec. 505 PAY ON TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated as a

probationary or disciplinary dismissal prior to the expiration of the biweekly pay period, the compensation for such person shall become due and shall be paid within five (5) working days of notification.

Upon certification of the Director - Human Resources that the employment of any employee is terminated for reasons other than those listed in the above paragraph prior to the expiration of the biweekly pay period, the compensation of such person shall become due and shall be paid on the pay day which falls within the next pay period.

Sec. 506 **PAY RANGE CHANGES:** Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his or her hourly rate of pay increased by the percentage increase in the classification's pay range, provided that no hourly rate of pay shall be lower than the minimum of the new range established for the classification. The employee's anniversary date shall not change in such an adjustment.

Whenever a lower pay range is assigned to a classification, an employee holding a position in that job code shall receive the same hourly rate of pay the employee was receiving on the day preceding the effective date of the new range, if such hourly rate of pay is within the newly established pay range. In all other instances, whenever a lower pay range is assigned to a classification, an employee holding a position in the job code whose hourly rate of pay immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range. The anniversary date of an employee affected by the establishment of lower pay ranges for his or her classification shall not be affected by such an adjustment.

Sec. 507 **HOURLY RATE OF PAY ON "Y" RATING:** When an employee is "Y" rated, the employee's hourly rate of pay immediately prior to the date of downward reclassification, is frozen and may not be increased until the maximum of the pay range assigned to the employee's new classification exceeds the hourly rate of pay the employee was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing an approximately five percent increase in hourly rate of pay and shall retain his or her anniversary date in effect immediately prior to the establishment of the "Y" rate.

Sec. 508 **HOURLY RATE OF PAY ON INVOLUNTARY TRANSFER:** Whenever an employee is involuntarily transferred or assigned to a position in a different

classification having the same pay range as the employee's former position, the employee shall retain his or her hourly rate of pay rate and anniversary date.

Sec. 509 **ADDITIONAL COMPENSATION TO SUPERVISORS:** If a Sergeant or a Sr. District Attorney Investigator is at a point on a pay range that is less than five percent (5%) above any of his or her subordinates, he or she shall receive compensation at a rate of five percent (5%) more per pay period than any one of his or her subordinates provided that:

- A. Both the appointing authority and the Director-Human Resources find he or she is exercising substantial supervision over the subject subordinate and that he or she is satisfactorily performing the full supervisory duties of the position; and
- B. The organization is a permanent one approved by the County Executive Officer; and
- C. Both the supervisor and the subordinate have been permanently appointed to full-time positions; and
- D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for the subordinate's classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the hourly rate of pay of the supervisor at the rate of 5% above that received by the subordinate. If the 5% pay differential shall cease to exist due to merit pay increase, transfer, reassignment, reclassification, promotion, demotion, termination, or any other contingency, then the hourly rate of pay of the supervisor shall be adjusted to the rate he or she would have attained notwithstanding the provisions of this Section. The effective date of said adjustment shall be the first day of the pay period following the change in status of the subordinate.

Sec. 510 **PRIORITY OF INCREASES:** Whenever a general hourly rate of pay increase, a merit hourly rate of pay increase, a higher pay range or pay

range placement, a promotional hourly rate of pay increase, or any combination thereof are effective on the same date, the hourly rate of pay to which an employee is entitled shall be fixed as follows: to the hourly rate of pay received by the employee on the preceding day shall first be added any general hourly rate of pay increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

Sec. 511 **HOURLY RATE OF PAY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE:**

A. A promotional probationary employee demoted to the job code the employee formerly occupied in good standing shall have the hourly rate of pay, probationary status, and the anniversary dates the employee would have achieved if the employee had remained in the lower job code throughout the period of the employee's service in the higher job code.

B. Upon the request of the employee, a probationary employee may, upon approval of the agency/department head, be demoted to a job code in which the employee did not previously hold status provided that County Human Resources certifies that said employee is qualified for the position to which the employee is demoted. Such employee shall be demoted to the entry-level hourly rate of pay in the lower job code and shall be required to serve a new probationary period.

Sec. 512 **HOURLY RATE OF PAY ON PROBATIONARY DEMOTION:** When an employee takes a probationary demotion to a lower related job code in which a probationary period has not previously been served, such employee shall be demoted to the entry level hourly rate of pay in the lower job code and shall be required to serve a new probationary period.

Sec. 513 **HOURLY RATE OF PAY ON DEMOTION:** Whenever an employee who has completed the probationary period in a higher job code is then demoted to a position in a lower job code for reasons other than unsatisfactory performance, or for physical disability, the employee shall receive the highest hourly rate of pay on the new range that does not exceed the employee's hourly rate of pay immediately prior to demotion and shall retain his or her anniversary date.

Sec. 514 **MERIT INCREASES WITHIN THE PAY RANGE:** Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the

effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the job code unless the employee is less than five percent from the top of the range and in such a case, the increase shall be to the top of the pay range.

Sec. 515 TIME FOR MERIT ADVANCEMENTS: A newly appointed, re-employed, or promoted employee may qualify for:

- A. An initial merit advancement within the pay range upon completion of 13 pay periods of service in that job code.
- B. Succeeding merit increases within the pay range upon completion of each additional 26 pay periods in that job code.
- C. The period of service required to qualify for merit increases by regular, less than full-time employees shall be the same as for a regular, full-time employee. All approved merit increases will be effective on the first Sunday of the pay period after completing the required length of service.

Sec. 516 MERIT REVIEW: Within fifteen (15) days of an employee's merit increase anniversary date, the appointing authority shall notify the Director-Human Resources and the employee in writing of the decision regarding approval, denial, or deferment of a merit increase. In all cases, the recommendation of the appointing authority shall be based on the determination of performance ratings as previously discussed with the employee.

Sec. 517 DENIAL OF MERIT INCREASE: If, in the appointing authority's judgment, the employee's performance does not warrant a merit hourly rate of pay increase on the employee's anniversary date, the department/agency head may deny the increase and must complete the County performance evaluation rating form. Any time prior to the employee qualifying for the employee's next merit increase consideration, the employee may request a review of the employee's merit increase by the appointing authority or the appointing authority, by the appointing authority's own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his or her own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is deferred and granted within the year, that employee's next merit increase shall not be due until 26 pay periods have elapsed from the first day of the pay period on which the increase was finally granted.

- Sec. 518 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay the employee should have received dating from the first Sunday of the pay period after which the employee would have satisfied the merit increase hours requirement of Section 515 by adding said additional hourly rate of pay to the employee's next scheduled paycheck. In such cases the employee's current anniversary date will be adjusted as needed.
- Sec. 519 HOURLY RATE OF PAY ON PROMOTION: A regular employee who is promoted to a position in a job code having a higher hourly rate of pay shall receive the entry level hourly rate of pay for the higher job code or such higher amount as would constitute a hourly increase of approximately five percent on the range over the hourly rate of pay received prior to promotion, whichever is greater.
- Sec. 520 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of the promotion shall always be the first Sunday of the following pay period.
- Sec. 521 HOURLY RATE OF PAY ON TEMPORARY PROMOTION: An employee assigned to a higher classification to fill a vacancy caused by sick leave or other approved leave of absence, or any other reasons stipulated by these articles, and who serves in said higher classification for 15 consecutive workdays, shall thereafter be paid according to the hourly rate of pay range of the job code to which the employee has been temporarily promoted. Upon temporary promotion, an employee will receive either the minimum of the new pay range or a five percent increase over the employee's present hourly rate of pay, whichever is greater. In no case shall such hourly rate of pay adjustment place the employee beyond the pay range of the position to which the employee has been temporarily promoted. An employee so temporarily promoted shall receive this hourly rate of pay as long as the employee continues to serve in said higher classification and shall be entitled to receive increases within the range for the position as provided in these articles as though the employee had been appointed on the day the employee began to receive the hourly rate of pay designated for the position. The 15-day waiting period shall apply each time an employee is assigned to a higher classification in this manner.

Sec. 522 HUMAN RESOURCES/PAYROLL SYSTEM: VCDSA agrees to allow the County of Ventura to make the necessary mathematical conversions from days, pay periods, bi-week, anniversary dates, months and years to the exact equivalent for the required hours in the Ventura County Human Resources Payroll (VCHRP) system without changing the intent or effect of the existing language of the Agreement. Only hours of work for which there is no entitlement to premium overtime compensation shall be considered required hours.

For example, with respect to an employee working seven (7) 12-hour work shifts in a biweekly pay period (84 hours), as defined in Sections 1002 C & D, the four (4) hours above 80 hours shall not be counted because they are compensated at the premium rate. Therefore, a six (6) month period for those and all other represented employees consists of 1,040 hours comprised of thirteen (13) 80-hour biweekly pay periods.

ARTICLE 6 PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY: Positions that require the use of bilingual skills shall be allocated for bilingual premium pay. An employee shall have the option to qualify or recertify/requalify for bilingual premium pay through either (a) the County-provided test or (b) a test conducted by the instructor with whom the Sheriff's Department contracts to teach a bilingual course. The level of an employee's bilingual proficiency shall also be determined through either (a) or (b) above. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their proficiency.

FOR ALL EMPLOYEES CURRENTLY RECEIVING BILINGUAL PREMIUM PAY AT LEVEL I or II AS OF MARCH 18, 2014: Effective September 28, 2014, such employees shall be subject to a requalification examination through either the (a) or (b) option described above for the level of each employee's bilingual proficiency. Only those employees currently receiving the Level I premium are eligible to take the requalification exam for Level I. Employees receiving Level II premium must take and pass the Level II exam. Thereafter, all employees receiving bilingual premium pay at Level I or II shall be subject to a requalification examination through either the (a) or (b) option described above for their premium level every three (3) years. Any employees who fail to qualify at their current level of bilingual proficiency shall no longer be eligible for bilingual premium pay until they pass a subsequent qualification

examination. Employees who have passed the County Level III exam are exempted from the requalification requirements.

FOR ALL EMPLOYEES NOT CURRENTLY RECEIVING BILINGUAL PREMIUM PAY AS OF MARCH 18, 2014, AND FOR ALL EMPLOYEES WHO FAIL TO PASS A REQUALIFICATION EXAM TO MAINTAIN ELIGIBILITY FOR THEIR CURRENT LEVEL OF BILINGUAL PAY: Such employees may take a qualification examination through either the (a) or (b) option described above for the level of their proficiency for Bilingual Levels II or III only. The Level I premium will not be available to new participants or to those who fail a requalification exam for Level I. Thereafter, all employees receiving bilingual premium pay, except those who pass the County Level III examination, shall be subject to requalification examination for their premium level every three (3) years. Any employees who fail to qualify at their current level of bilingual proficiency shall no longer be eligible for bilingual premium pay until they pass a subsequent qualification examination.

IN CONJUNCTION WITH THE INSTITUTION OF REQUALIFICATION EXAMINATIONS FOR BILINGUAL PREMIUM PAY: The Sheriff's Office will initiate training classes to assist employees both in obtaining and maintaining bilingual proficiency. Employees may attend training classes provided space is available and such attendance occurs on their own time or does not otherwise result in overtime expense.

The biweekly premium pay rates for the respective levels will be as follows:

| <u>Bilingual Level</u> | <u>Premium Pay</u> |
|------------------------|--------------------|
| I | \$0.69/hr |
| II | \$1.38/hr |
| III | \$2.81/hr |

Employees eligible to receive this premium pay shall receive the appropriate rate per hour compensated per biweekly pay period, not to exceed eighty (80) compensated hours per pay period.

Such premium pay shall be in addition to their base pay. To be eligible to receive this premium pay, upon the recommendation of the agency/department head and the Director-Human Resources, the County Executive Officer must designate that such payment will be made.

Sec. 602 STANDBY PREMIUM PAY: Should an employee be placed on standby duty, such an employee shall be compensated for actual time on call at one-quarter of the employee's hourly rate of pay, and, subject to application of the Fair Labor Standards Act, for time worked as a result of a callback to duty at the employee's hourly rate of pay. In no instance shall a callback to duty be considered as less than two (2) hours for pay purposes. No employee shall be paid for callback time and standby simultaneously.

Sec. 603 ASSIGNMENT PAY: All VCDSA represented employees assigned to the Sheriff's Major Crimes Unit and Traffic Investigators, as identified on the document attached hereto as Appendix B developed and agreed to by both VCDSA and Sheriff's Management, shall receive an assignment pay equal to seven and one half percent (7.5%) of base salary. All VCDSA represented employees, whose primary function is investigations, with the exception of Traffic Investigators as noted above, and as identified on the document attached hereto as Appendix C developed and agreed to by both VCDSA and Sheriff's Management, shall receive an assignment pay equal to five percent (5%) of base salary.

Eligible employees shall receive the appropriate assignment pay per biweekly pay period, not to exceed eighty (80) compensated hours per pay period.

The Sheriff retains the right to designate which assignments receive this assignment pay. The Sheriff also may reassign any employee receiving such assignment pay to any other assignment, including an assignment resulting in a loss of some or all of the assignment pay. Such reassignment shall not be considered a violation of this Agreement or an infringement of any property right of the reassigned employee. VCDSA and Sheriff's Management agree to jointly reexamine the assignments eligible for assignment pay upon the request of either party.

ARTICLE 7 FLEXIBLE BENEFITS PROGRAM

Sec. 701 PLAN OPTIONS: Employees covered by this Agreement may elect to participate in the "County of Ventura Flexible Benefits Program" (hereinafter referred to as the Flexible Benefits Program) as set forth in the plan document for that program including all applicable supplements.

The County's Flexible Benefits Program health insurance options include any health insurance plan or plans designated by VCDSA. All individuals covered by this Agreement and their eligible dependents shall be required to participate in the plan or plans designated by VCDSA, except that employees may continue to elect to "opt out" as provided by the Flexible Benefits Program.

Any charges applicable to employees who participate in the Flexible Benefits Program, including but not limited to administrative fees and costs resulting because of a significant reduction in the number of employees who elect to "opt out", shall be shared by all employees covered by this Agreement on an equal, pro rata basis with the other employees participating in the Flexible Benefits Program. In the event that benefits are "carved out" of the County sponsored health plans, VCDSA represented employees shall not be charged for such benefits unless the parties agree that those benefits will be available to VCDSA represented employees.

Sec. 702 COUNTY CONTRIBUTIONS:

A. FULL-TIME EMPLOYEES: The County shall contribute \$272.00 per biweekly payroll period on behalf of each regular full-time employee enrolled in the Flexible Benefits Program. Pursuant to Section 4.2 of that Program, employees may reduce their pay to be allocated as flexible credits (including the payment of health insurance premiums) for the plan year.

Effective May 6, 2018, the County's contribution shall increase from \$272.00 to \$322.00 per biweekly payroll period.

Effective May 5, 2019, the County's contribution shall increase to \$372.00 per biweekly payroll period.

Effective May 3, 2020, the County's contribution shall increase to \$432.00 per biweekly payroll period.

B. PART-TIME EMPLOYEES: The County shall contribute \$208.00 per biweekly pay period on behalf of each regular part-time employee enrolled in the Flexible Benefits Program. Pursuant to Section 4.2 of that Program, employees may reduce their pay to be allocated as flexible credits (including the payment of health insurance premiums) for the plan year. Regular part-time employees, for these purposes only, shall be defined as those employees who work no fewer than the

equivalent of 40 hours, but less than 60 hours, per biweekly pay period.

Effective May 6, 2018, the County's contribution shall increase from \$208.00 to \$242.00 per biweekly payroll period.

Effective May 5, 2019, the County's contribution shall increase to \$279.00 per biweekly payroll period.

Effective May 3, 2020, the County's contribution shall increase to \$324.00 per biweekly payroll period.

- Sec. 703 ENROLLMENT: An employee, once enrolled in a Flexible Benefit option, shall be required to remain in said plan option for the remainder of the plan's fiscal year or until an appropriate enrollment period is declared.
- Sec. 704 CONTINUATION OF HEALTH PLAN: Should an employee exhaust his or her sick leave, vacation, or annual leave and go on medical or maternity leave of absence without pay, the County agrees to continue to make its contribution to the health insurance option in which the employee is enrolled, for thirteen (13) biweekly pay periods. The number of hours of compensation upon which payment of this premium is based shall be the number of hours in the employee's regular work schedule in the pay period immediately preceding the placement of the employee on leave of absence without pay. All Flexible Benefit options other than health insurance coverage are discontinued during any leave of absence without pay. An employee receiving compensation in lieu of disability under Section 4850 of the California Labor Code shall not be governed by this provision and shall continue to receive all Flexible Benefit contributions and options while in that status.
- Sec. 705 ASSOCIATION-MANAGEMENT COMMITTEE: The parties agree to the continuation of a joint management/labor health care cost containment committee. Such committee shall meet quarterly for the purpose of discussing cost containment alternatives and expansion of Flexible Benefits Program options, reviewing financial progress of the health plans, and assisting in educational activities.
- Sec. 706 NON-SMOKING POLICY: All employees hired after June 1, 1988, shall be required to sign a "Statement of Acceptance" evidencing an agreement to refrain from smoking tobacco at any time upon attaining the classification of Deputy Sheriff or a higher paid classification. Any such

employee who does not honor that agreement shall be subject to disciplinary action up to and including termination.

Sec. 707 COUNTY'S RIGHT TO MAKE CHANGES: Except as otherwise provided in Section 701, the parties agree that the County retains the exclusive right to make changes in accordance with law and good professional practice necessary to administer the Flexible Benefits Programs, and VCDSA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes.

Notwithstanding the above, the County shall not eliminate or make changes to the VCDSA health care portion of its Flexible Benefits Program as long as that plan's provisions are consistent with applicable State and Federal laws.

Sec. 708 RETIREMENT MEDICAL REIMBURSEMENT TRUST:

A. The County shall make a biweekly contribution to the VCDSA Retiree Medical Reimbursement Trust in an amount equal to the cost of one and one-half percent (1.5%) of salary, including "roll-ups", for all classifications within the VCDSA representation units. These contributions shall be utilized to pay all or a portion of health insurance premiums for eligible future retirees and dependents.

"Salary" will be defined exclusively as regular wages, overtime, holiday pay, annual leave redemption and supplemental pay, excluding items not impacted by "salary" increases (such as P.O.S.T. certification pay, bilingual pay, patrol bonus, motorcycle bonus). "Roll-ups" will be defined exclusively as County paid 1) retirement contributions (not including pension obligation bond debt service), 2) Medicare Premiums, 3) unemployment insurance premiums, 4) worker's compensation premium, 5) 401(k) contributions, and 6) the In-Lieu Contributions specified in this Section.

B. VCDSA may cause the County to terminate its contribution to the Retiree Medical Reimbursement Trust by serving written notice on the County Auditor/Controller no less than two (2) biweekly pay periods prior to the requested termination date. A copy of such request shall also be served upon the County Director-Human Resources. Upon termination of such contribution, the County shall increase the hourly rate of pay for each VCDSA represented classification and employee by one and one-half percent (1.5%).

- C. VCDSA agrees to allow the County to audit the books and records of the VCDSA Retiree Medical Reimbursement Trust at the County's request, and VCDSA shall have the right to audit the County's books and records to verify the accuracy of the County's contributions.
- D. VCDSA agrees to indemnify, defend and hold the County harmless from any and all liability, claims, demands, suits, or any other loss, damage, or injury to persons or property arising from or related to the provisions of this Article.
- E. Any moneys refunded to the County by the Trust established pursuant to this Article shall be distributed on a pro rata basis, less normal deductions, to those employees whose salaries were deferred or reduced to enable the County to make the contributions.

Sec. 709 SOLICITATION OF FUTURE BIDS FOR MEDICAL INSURANCE: VCDSA agrees to include the Ventura County Health Care Plan among those health care plans from which it solicits any future bids through a Request for Proposal for medical insurance for its members.

Sec. 710 AFFORDABLE CARE ACT: During the term of this Agreement, either party shall have the option to compel the other to meet with it to discuss the impact of the Affordable Care Act on the provisions of Article 7; provided, however, that no change to the provisions of Article 7 shall occur without the mutual agreement of the parties.

ARTICLE 8 OTHER COMPENSABLE BENEFITS

Sec. 801 MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicles for County business shall be reimbursed at the rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.

Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the County may be reimbursed with the approval and authorization of the department/agency head. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply wherever the provisions in the law provide for payment of such expenses.

Sec. 803 CLOTHING MAINTENANCE ALLOWANCE: Effective May 6, 2018, all VCDSA represented employees shall receive a total annual clothing maintenance allowance of \$928. Effective May 5, 2019, the annual clothing maintenance allowance shall be increased to \$1,106. The maintenance allowance will be paid the first pay period of each November. Employees who terminate prior to November shall not be eligible to receive any maintenance allowance. Employees who on any November 1 have been on an unpaid leave of absence continuously since the prior November 1 shall not be eligible to receive the uniform allowance for that year. Regular part-time employees shall receive this allowance on a pro-rata basis.

Sec. 804 COMPENSATION FOR COURT APPEARANCES: Subject to the provisions of the Fair Labor Standards Act, each employee who is required, while off duty, to attend court or any other official proceeding in response to a subpoena in connection with a matter arising out of and during the course and scope of that individual's employment as a peace officer shall receive compensation for each appearance in court or other official proceeding at the rate of straight hourly compensation for each hour actually spent in such proceeding, with a minimum compensation of four (4) hours, at straight time. An employee who is required to make an appearance in response to one subpoena in the morning and required to make an appearance in response to a different subpoena in the same afternoon, shall be deemed to have made two (2) appearances on that same day for the purpose of ascertaining when the four (4) hour minimum per appearance requirement shall apply.

Sec. 805 EDUCATIONAL INCENTIVE PAY:

A. The educational incentive pay shall be paid biweekly to those employees who possess Peace Officer Standards and Training (POST) Intermediate or Advanced Certificates; provided, however, that no employee shall be compensated for more than one certificate.

Effective May 6, 2018 the following biweekly pay amounts shall apply:

| | <u>Intermediate Certificate</u> | <u>Advanced Certificate</u> |
|----------------------------|-------------------------------------|---------------------------------|
| Deputy Sheriff (00550) | \$107.16 | \$163.24 |
| Sr. Deputy Sheriff (01057) | \$117.62 | \$178.93 |
| Sheriff's Sergeant (01780) | \$138.82 | \$210.73 |

| | | |
|--|----------|----------|
| Chief Sheriff's Pilot (01961) | \$138.82 | \$210.73 |
| Sheriff's Pilot (01778) | \$138.82 | \$210.73 |
| D.A. Investigator I, II, III and Sr. D. A. Investigator (00645, 00650, 00447, 01600) | \$138.82 | \$210.73 |

Effective May 5, 2019 the following biweekly pay amounts shall apply:

| | <u>Intermediate Certificate</u> | <u>Advanced Certificate</u> |
|--|-------------------------------------|---------------------------------|
| Deputy Sheriff (00550) | \$112.16 | \$173.24 |
| Sr. Deputy Sheriff (01057) | \$122.62 | \$188.93 |
| Sheriff's Sergeant (01780) | \$143.82 | \$220.73 |
| Chief Sheriff's Pilot (01961) | \$143.82 | \$220.73 |
| Sheriff's Pilot (01778) | \$143.82 | \$220.73 |
| D.A. Investigator I, II, III and Sr. D. A. Investigator (00645, 00650, 00447, 01600) | \$143.82 | \$220.73 |

Effective May 3, 2020 the following biweekly pay amounts shall apply:

| | <u>Intermediate Certificate</u> | <u>Advanced Certificate</u> |
|--|-------------------------------------|---------------------------------|
| Deputy Sheriff (00550) | \$117.16 | \$183.24 |
| Sr. Deputy Sheriff (01057) | \$127.62 | \$198.93 |
| Sheriff's Sergeant (01780) | \$148.82 | \$230.73 |
| Chief Sheriff's Pilot (01961) | \$148.82 | \$230.73 |
| Sheriff's Pilot (01778) | \$148.82 | \$230.73 |
| D.A. Investigator I, II, III and Sr. D. A. Investigator (00645, 00650, 00447, 01600) | \$148.82 | \$230.73 |

- B. 1. An employee permanently assigned to the classification of Chief Sheriff's Pilot (01961) or Sheriff's Pilot (01778) may receive either of the appropriate biweekly incentive pay rates listed for that classification in Section 805(A) above, provided that the following criteria is met.

- a. The employee has the equivalent of at least five (5) years of law enforcement, fire suppression, or search/rescue experience as a full-time pilot for either a Federal, state, county, or municipal fire district, department, or agency, or law enforcement agency; and
 - b. The employee has reached and remains within 10% of the top of the pay range (within 15% of the top effective December 1, 1996) for the classification of Sheriff's Pilot (01778).
2. To be eligible for the "Intermediate" level of incentive pay, a Chief Sheriff's Pilot (01961) or Sheriff's Pilot (01778) must possess and maintain Commercial Pilot Certificates in the following:
 - a. The Rotocraft Category with a Helicopter Class rating; and,
 - b. The Airplane Category with either:
 - 1) A Single Engine Land Class rating; or,
 - 2) A Multi-Engine Land Class rating.
3. To be eligible for the "Advanced" level of incentive pay, a Chief Sheriff's Pilot (01961) or Sheriff's Pilot (01778) must possess and maintain an Airline Transport Pilot Certification in at least one (1) of the categories listed in (2) above and, in addition, possess and maintain a Commercial Pilot Certificate in all other listed categories and classes.
4.
 - a. For purposes of this Section 805B only, the licenses/certificates/rating/class/etc. referred to herein are those issued by the United States Department of Transportation - Federal Aviation Administration.
 - b. For purposes of this Section 805B, the County shall not, in any way, be obligated to provide any employee with any number of flight time hours which may be necessary for that employee to obtain or maintain any required license/ certificate/rating/class.

In no case shall an employee receive both types of incentive pay set forth by Sections 805A and 805B; an employee shall be eligible to receive only one or the other incentive. Further, no employee shall be eligible to receive both the "Intermediate" and "Advanced" level of either incentive plan. An employee shall receive only the highest level of either incentive plan for which the employee qualifies.

- C. Eligible regular part-time employees shall receive the appropriate incentive payment on a pro-rata basis.
- D. Qualifying employees not receiving benefits pursuant to subsection A of this Section may participate in the County's Education Incentive Pay Program as described below under the following conditions:
 - 1. Qualifying employees shall receive incentive pay in addition to base hourly rate of pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Human Resources Division as follows:

| | | |
|----|----------------------------------|------|
| a. | Associate in Arts/Science Degree | 2.5% |
| b. | Bachelor's Degree | 3.5% |
| c. | Graduate Degree | 5.0% |
 - 2. Employees eligible for educational incentive pay shall be entitled to receive only one level of pay for the highest degree level attained.
 - 3. Incentives shall be granted pursuant to this Section only after submission of appropriate documentation to, and approval by, the Director - Human Resources.

Sec. 806 PERSONAL PROPERTY REIMBURSEMENT POLICY:

- A. Criteria: When employees have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own, and when the item is necessarily worn, carried, or required as part of their job, a claim for reimbursement may be submitted to the Safety and Claims Officer.

- B. Amount of Claim: The minimum claim shall be for a cumulative total of ten dollars (\$10) per incident; claims of under ten dollars shall not be processed.
- C. Level of Reimbursement: All items of personal property listed in Table 1 which are damaged, lost, or stolen will be reimbursed at a formula rate, as provided for in Tables I and II. Such a formula will be based on the age, replacement costs, life expectancy, and condition of the article at the time it was lost, damaged, or stolen. The formula is derived by the use of the following table:

TABLE 1
LIFE EXPECTANCY RATE

| MEN'S WEAR | | WOMEN'S WEAR | |
|---|--------------|---|--------------|
| Item | Rate (Years) | Item | Rate (Years) |
| 1. Coats & Jackets - Leather & Suede | 3 4 | 1. Coats & Jackets - Leather & Suede | 3 4 |
| 2. Hats | 1 | 2. Blouses | 1.5 |
| 3. Neckties | 1 | 3. Dresses | 2 |
| 4. Rainwear - Plastic - Fabric | 1 2 | 4. Rainwear - Plastic - Fabric | 1 2 |
| 5. Shoes | 1.5 | 5. Shoes | 9 mo |
| 6. Shirts | 1.5 | 6. Shirts | 2 |
| 7. Slacks | 2 | 7. Slacks | 1.5 |
| 8. Suits | 3 | 8. Suits | 3 |
| 9. Sport Coats | 4 | 9. Sweaters | 2 |
| 10. Socks | 0.5 | 10. Underwear - Slips | 1.5 |
| 11. Sweaters | 2.5 | - Foundation Garments | 0.5 |
| 12. Underwear | 2.5 | - Panties | 0.5 |
| 13. Work Clothes | 1.5 | 11. Uniforms | 1.5 |

TABLE II

| Calculation of Claims Reimbursement Values | | | | | | | | |
|--|-------|------------------------|-------|-------|--|---------|------|------|
| 1 | 2 | Life Expectancy Rating | | | Reimbursement Value % of Replacement Cost | | | |
| | | 3 | 4 | 5 | Excellent | Average | Poor | |
| Age of Article in Months | | | | | | | | |
| 0-4 | 0-4 | 0-4 | 0-4 | 0-4 | 0-4 | 100% | 100% | 100% |
| 4-7 | 4-7 | 4-10 | 4-13 | 4-16 | 4-16 | 75% | 75% | 60% |
| 7-9 | 7-13 | 10-19 | 13-25 | 16-31 | 16-31 | 70% | 60% | 45% |
| 9-11 | 13-19 | 19-28 | 25-37 | 31-46 | 31-46 | 50% | 40% | 30% |
| 11-13 | 19-25 | 28-37 | 37-49 | 46-61 | 46-61 | 30% | 20% | 15% |
| 13-62 | 25-62 | 37-62 | 56-62 | 61-62 | 61-62 | 20% | 15% | 10% |
| 62+ | 62+ | 62+ | 62+ | 62+ | 62+ | 0% | 0% | 0% |

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that, the amount of payment will be determined. All items will be subject to a ten-dollar (\$10) minimum claim limit and a maximum payment of three hundred dollars (\$300).

- D. The amount of reimbursement for glasses, hearing aids, or other personal prosthesis will be replacement costs less any insurance payment, if any, of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten-dollar (\$10) minimum claim limit and a maximum of two hundred fifty dollars (\$250).

Jewelry items will not be reimbursable. Lost, stolen, or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to a maximum of two hundred dollars (\$200). They will also be subject to a ten-dollar (\$10) deductible.

All damages to private automobiles or automobile equipment will not be reimbursable under this policy.

Example:

Men's Slacks: Replacement Cost: \$18.
Life expectancy: Two years
Actual age: 18 months
Condition: Average
Reimbursement Value: 40% or \$7.20

ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

Sec. 901 PURPOSE: To provide a program whereby regular and probationary employees of the County are reimbursed for the costs of textbooks, tuition, registration, and laboratory fees for occupationally-related school courses, workshops, and seminars satisfactorily completed on the employee's own time. The objectives of the textbook and tuition reimbursement program are to encourage employees to continue their education in order to develop new concepts and methods in preparation for changing demands of their jobs and to prepare for promotion within County service. The

County expects to benefit from such education through greater employee effectiveness, and therefore intends to share in the costs of textbooks, registration, and laboratory fees.

Sec. 902 ELIGIBLE EMPLOYEES: Regular, probationary, full-time, and part-time employees (on a pro rata basis) are eligible to participate in this program.

Sec. 903 COURSES ELIGIBLE: The following criteria will be used in determining eligibility for reimbursement:

- A. Courses must have a reasonable potential for resulting in more effective County service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible. Job-related courses preparing an employee for promotion in the employee's job field, or a job field for which there are promotional opportunities within County service.
- D. Graduate coursework which is required to receive a job-related Master's Degree is eligible for reimbursement.
- E. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement.
- F. Job-related courses, including martial arts courses, conferences and seminars approved by the appointing authority which are offered by approved organizations and societies, or County training facility. A list of societies, organizations, and martial arts schools shall be reviewed and approved by the appointing authority and the Director-Human Resources. Course work, seminars and conferences must be recommended and approved by the appointing authority in advance.

Sec. 904 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

- A. Those taken to bring unsatisfactory performance up to an acceptable level.
- B. Those which duplicate in-service training.

C. Those which duplicate training the employee has already received.

Sec. 905 TEXTBOOK AND TUITION REIMBURSEMENT: The County shall, unless otherwise designated in this Agreement, provide for 100% reimbursement of tuition and course related textbooks up to a maximum of two thousand dollars (\$2,000.00) per fiscal year for all lower division, upper division and graduate courses in an accredited degree program. Employees who successfully complete approved courses under circumstances where the amount of the annual available tuition and textbook reimbursement does not cover the entire cost of said courses may submit a request for reimbursement of the remaining covered expenses for an additional two fiscal years in accordance with the limitations described herein. In no event shall expenses be reimbursed that are more than three years old. A maximum of five hundred dollars (\$500.00) may be utilized for all other courses in accordance with the provisions of this Article. Reimbursement for fitness, nutrition and wellness courses will be covered up to two hundred and fifty dollars (\$250.00) per fiscal year. In consultation with VCDSA, the County will establish guidelines for the qualifying fitness, nutrition and wellness courses. Reimbursement received for all courses shall not exceed two thousand dollars (\$2,000.00) per fiscal year. To qualify for reimbursement, the courses must be job related and must have been taken while the employee was off duty.

Sec. 906 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by this program:

A. Courses must be taken on the employee's own time, on compensatory time, vacation time, or administrative leave approved in advance by the department head. Department heads are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost. The intent of this Section is to not provide for time off with pay.

B. Transportation to and from class is recognized as a significant cost. However, neither transportation nor mileage reimbursement are provided for by this program.

C. Parking fees, meals, and other costs not specifically covered in this program will not be paid by the County.

- D. Costs for which reimbursement is received from other sources, except that portion not covered from other sources will be paid by the County up to the maximum as provided by this Article.
- E. Conventions and conferences are not covered by this reimbursement program.

Sec. 907 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The department head is responsible for the administration of this program. Applications for reimbursement should be received by the department head prior to the first class session. An official record of grades and receipts must be received by the department head within 90 days after the last class session. Reimbursement will be made to the employee within two weeks after grade cards and receipts have been received by the department head. New employees, however, will not be reimbursed until they have completed 13 bi-weeks of County employment. The Director-Human Resources may develop such forms and additional procedures which he or she deems necessary to accomplish the intent of this textbook and tuition program.

ARTICLE 10 HOURS OF WORK

Sec. 1001 NORMAL 80-HOUR BIWEEKLY WORK PERIOD: Except as may be otherwise provided, the official biweekly work period of the County shall be 10 working days of eight hours each. It is the duty of each department head to arrange the work of his or her department so that each regular employee therein shall work no more than ten days in each biweekly period, except that a department head may require any employee in his or her department to temporarily perform service in excess of ten days per biweekly period, when public necessity or convenience so requires. The provisions of this Article are intended to define the normal work period and do not guarantee a minimum number of hours of work. The County retains its right to relieve employees from duty because of lack of work or for other legitimate reasons; however, this does not preclude employees from grieving the practical consequences of that action.

Sec. 1002 OTHER ALLOWABLE WORK PERIODS: A department head may, following consultation with employee representatives and the approval of the County Executive Officer, assign an employee(s) of his or her department to:

- A. A work period consisting of eight working days of ten hours each day.
- B. An 80-hour biweekly work schedule consisting of eight working days of nine hours and one working day of eight hours.
- C. For employees assigned to the Sheriff's Custody Division, an 84-hour biweekly work schedule consisting of seven working days of twelve hours each.
- D. Employees in the Sheriffs' Department's Patrol Division may be assigned to an official biweekly work period of seven (7) working days of 12.5 hours each (7x12.5). Subsequent to the implementation of the 7x12.5 schedule, the Sheriff may reassign any employee in the Patrol Division who is on a 12.5 hour work schedule to any other schedule, shift and/or assignment including when that reassignment could result in a different work schedule. Such reassignment shall not be considered in violation of this Agreement or infringing upon any property rights and will not result in the affected employee waiving any rights as specified in Articles 20 and 30 as they may apply.
- E. Any other work schedule agreed-upon between the County and VCDSA, which does not result in any increased cost to the Sheriff's Department/County.

Notwithstanding the above, the Sheriff shall be authorized to terminate the 84-hour biweekly work schedule described in Sec. 1002 C or the 12.5-hour work schedule described in Sec. 1002 D by serving notice upon the affected employees thirty (30) days prior to such termination. Upon request, the County agrees to discuss with VCDSA any termination of the work schedules in Sec. 1002 C and/or Sec.1002 D during this thirty (30) day period.

Sec. 1003 **WORK WEEK FOR FOUR-TWO SHIFT EMPLOYEES:** The workweek for those full-time employees assigned a four-two shift is a six-day week and consists of four working days of eight and one-quarter hours per day plus two days off in each week.

Sec. 1004 **BASIS FOR COMPUTING OVERTIME:** Time worked shall include paid compensatory time off, paid annual leave, paid sick leave, paid assigned holidays, paid industrial leave, paid jury service as provided in Section 2203, paid time for serving as a witness as provided in Section 2202, and

the thirty (30) minutes assigned and worked each calendar day by K-9 officers to provide for the care and maintenance of the dog assigned to them.

Sec. 1005 MEAL PERIODS (Code 7): With respect to employees designated in Section 1104, the meal period of thirty (30) minutes per day for which compensation is provided under Section 1104 shall be in addition to the regular workdays described above in Sections 1001, 1002, and 1003.

ARTICLE 11 OVERTIME

Sec. 1101 DEFINITION: Overtime is defined as follows:

- A. For employees working a schedule of eight (8) hours per day, five (5) days per week, as described in Sec. 1001, or ten (10) hours per day, four (4) days per week, as described in Sec. 1002 A, overtime is time worked in excess of forty (40) hours per week.
- B. For employees assigned to a four-two shift, as described in Sec. 1003, overtime is time worked in excess of the regularly scheduled six-day work week.
- C. For employees assigned to the twelve (12) hour work shift described in Sec. 1002 C, the twelve and one-half (12.5) hour work shift described in Sec. 1002 D, or the nine (9) hour work schedule described in Sec. 1002 B, overtime is time worked in excess of eighty (80) hours per biweekly work period.

Sec. 1102 POLICY LIMITATION ON OVERTIME: It is the County's policy to avoid the necessity for overtime wherever possible. No employee shall work overtime unless authorized by the employee's department head or that person's authorized representative. Procedures governing the authorization of overtime shall be established in accordance with the provisions herein.

- A. For purposes of this Section, the term "bid" shall mean to submit one's name in order to work hours in addition to one's regularly scheduled hours and the term "volunteer" shall mean to affirmatively respond to a non-ordered or non-mandated solicitation to work hours in addition to one's regularly scheduled hours.

- B. Employees shall not “bid” or volunteer to work positions in the Detention Services Division which are allocated at a lower paid classification than that in which they are normally employed.
- C. It shall be the affirmative responsibility of each employee to comply with the following criteria when bidding or volunteering to work shifts in addition to those to which s/he is normally assigned:
 - 1. The employee shall not work more than six (6) shifts in addition to those to which s/he is normally assigned in a biweekly payroll period. For purposes of this Section, “shift” shall mean any period that is between one-half (1/2) to all of the regular daily period the employee is normally assigned to work.
 - 2. The employee shall be off work due to observance of at least two (2) scheduled regular days off (RDOs) within a biweekly payroll period. For purposes of the subsection, “day” shall mean the twenty-four (24) hour period commencing with the normal start time of the employee’s regularly assigned shift.
 - 3.
 - a. For employees normally scheduled to work less than twelve (12) hours shifts, over the course of three (3) consecutive days, the employee shall not work more than two (2) shifts in addition to the employee’s normally scheduled shifts.
 - b. For employees normally scheduled to work shifts of twelve (12) hours or longer, the employee shall not work more than a total of thirty-one (31) hours in any forty-eight (48) hour period.
 - 4. The employee shall not work more than two (2) consecutive shifts or more than eighteen (18) consecutive hours (whichever is less) without a rest period of at least six (6) hours prior to commencing work on yet another shift.
 - 5. It shall be the affirmative responsibility of each employee to ensure that s/he does not bid or volunteer to work during a day for which s/he has previously requested Annual Leave as provided by Article 12, Holiday Leave as provided by Article 13, Sick Leave as provided by Article 14, or Compensatory Time Off as provided by this Article.

Sec. 1103 COMPENSATION FOR HOURS WORKED IN EXCESS OF THE SCHEDULED WORKWEEK: Employees shall be compensated for overtime as follows:

A. Except as provided below, each employee who works overtime may choose to be compensated for such overtime hours by receiving either: (1) a cash payment; or (2) additional compensatory time off as follows:

1. Except for overtime mandated by the Fair Labor Standards Act, as described in Section 1106, the cash payment for overtime earned shall be as follows: The rate of pay for the portion of this overtime that exceeds eighty (80) hours but does not exceed eighty-four (84) hours of time worked as defined in Section 1004 in a fourteen-day work period shall be paid at one and one-half (1-1/2) times the contract rate of pay, as described below, and shall take into account the hourly pay increases equal to 14.65%, set forth in Sections 502-A and 502-B of the previous MOA between the parties covering the period between March 18, 2014 and February 25, 2018 irrespective of whether those four hours are scheduled or are unscheduled. The rate of pay for the portion of this overtime that exceeds eighty-four (84) hours but does not exceed eighty-six (86) hours of time worked as defined in Section 1004 in a fourteen-day work period shall be paid at the contract rate of pay as described below. The rate of pay for the portion of this overtime that exceeds eighty-six (86) hours of time worked as defined in Section 1004 in a fourteen-day work period, but does not result in more than eighty-six (86) hours actually worked during that time frame, shall be based upon the "regular rate of pay" as defined in the Fair Labor Standards Act consistent with current practice but shall not take into account the hourly pay increases equal to 14.65% previously negotiated in return for increased employee retirement contributions described above..

Contract rate of pay shall include base salary plus P.O.S.T. incentive as established in current practice, not taking into account the hourly pay increases equal to 14.65% negotiated and set forth in Sections 502-A and 502-B of the previous MOA between the parties covering the period between March 18, 2014 and February 25, 2018 but taking into account all other hourly pay increases negotiated in

that MOA and all subsequent increases. As an example, assume the employee's hourly contract rate of pay prior to those excluded increases was \$50.00. Overtime covered by this provision would have been paid at the rate of one and one-half times \$50.00, or \$75.00 per hour. Upon receiving an additional pay raise equal to 2%, that \$50.00 per hour contract rate of pay would have been increased to \$51.00 per hour, which rate would still not include the previously negotiated increases in base salary equal to 14.65%.

All other overtime shall be paid at the rate of one and one-half times the employee's "regular rate of pay" as defined in the Fair Labor Standards Act.

2. An individual who elects to receive compensatory time off shall receive two-thirds of the entitled compensation as compensatory time off, subject to the limitations set forth below in subsection B, and the remaining one-third in the form of a cash payment pursuant to subsection A1.
- B. Subject to the provisions of the Fair Labor Standards Act, compensatory time off may be accumulated and utilized subject to the following conditions:
1. Accumulated compensatory time off may be taken off by an employee with prior approval of departmental management.
 2. An employee must have used 80 hours of annual leave in the most recent 26 prior pay periods before being entitled to take compensatory time off (CTO). The exception to this rule will be deputies who have worked for the department less than 2 years.
 3. CTO requests for less than a full workweek of CTO may be submitted no more than 60 days prior to the date(s) off requested, and no less than 14 days prior to the date(s) off requested, unless otherwise approved by bureau management or management designee.
 4. CTO requests for a full work-week or more may be submitted at any time after the annual leave roster sign-ups are completed and will not take priority over the annual leave roster sign-ups.

5. Every reasonable effort will be made by the department to approve or deny the requests for less than a full workweek of CTO no later than 10 days before the requested CTO day(s), within the agreed guidelines of operational requirements.
6. CTO will only be deemed granted when the employee receives written confirmation of approval.
7. If the specific CTO day requested cannot be granted due to operational requirements, the department will make every reasonable effort to offer another alternative day off within 60 days of the date originally requested. The employee will have the opportunity to withdraw the employee's CTO request if the alternate day offered is not acceptable.
8. CTO requests will not be approved for Christmas Eve, New Year's Eve, or the holidays identified and defined in Section 1302, including: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holiday appointed by the Governor of the State and specifically approved by the County Board of Supervisors.
9. The Sheriff's Department retains the ability to rescind grants of CTO in the event of a tactical alert.
10. Accumulated compensatory time off shall be taken off by an employee when directed by departmental management; provided, however, that management will give an employee at least ten (10) working days notice prior to the date the directed compensatory time off is to be taken.
11. Time off, previously approved, as annual leave time off, shall not be subsequently changed to compensatory leave without the consent of the employee.
12. Shift trades must be completed within 60 days. Each employee involved in the trade becomes responsible for the shift for which he/she traded.
13. The maximum accrual cap is 360 hours. CTO credit can be earned only when the balance in the accrued CTO is below 360 hours. If the employee's accrued CTO balance is over 360

hours, no CTO credit can be earned and all overtime compensation shall be paid in cash.

- C. Overtime compensation in the form of a cash payment made pursuant to the provisions of 1103A, above, shall be paid biweekly to authorized employees.
- D. When promoted from a non-exempt to an exempt position, an employee shall receive cash compensation for non-exempt overtime accruals.
- E. Contracted Services:
 - 1. The Sheriff may provide contracted services at special events such as school dances, fairs, concerts, etc.
 - 2. The Sheriff shall have the authority to assign officers to work such events.
 - 3. All such events shall be paid at time and one-half and officers shall be compensated their individual pay rates at time and one-half for hours worked.
 - 4. Monetary compensation for contracted services (paid details) shall be included in the regular pay warrant for the respective pay period or following pay period.

Sec. 1104 MEAL PERIODS (Code 7): Notwithstanding any other provision herein, meal periods of thirty (30) minutes per day for Deputy Sheriffs and Senior Deputy Sheriffs assigned to Patrol Divisions, as well as Chief Sheriff's Pilot (01961) and Sheriff's Pilots (01778) and employees covered by this Agreement assigned to, and actually working as, "Crew Chiefs" in the Public Safety Aviation Unit, shall not be subject to overtime compensation as set forth above. Instead, they shall be compensated by an additional sixty dollars (\$60) per bi-week flat rate cash payment, or appropriate pro-rata share for employees serving as "Crew Chiefs", as full and complete compensation for meal periods during which they are subject to call. Regular eligible part-time employees shall receive this payment on a pro-rata basis.

Sec. 1105 CALLBACK: Whenever an employee is called back to duty at a time when the employee is otherwise off duty and not in a standby status, the employee shall receive minimum compensation of two (2) hours overtime

compensation at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Sec. 1106 IMPLEMENTATION OF FLSA REQUIREMENTS:

- A. 7(K) EXEMPTION: County herein affirmatively elects the 7(k) partial overtime exemption for Sheriff's Department employees involved in law enforcement activities and represented by VCDSA). County agrees to make a notation in the personnel record of each employee noting a 14-day work period and the starting time and day of such work period.
- B. WORK PERIOD: The work period for Sheriff's Department employees involved in law enforcement activities and represented by VCDSA, shall be a 14-day, 86 hour work period.
- C. OVERTIME: The overtime rates set forth in this Agreement shall apply except for the payment of those overtime hours which exceed eighty-six FLSA hours worked in the 14-day work period. Hours worked in excess of 86 FLSA hours shall be paid based upon the FLSA definitions of regular rate of pay and hours worked. Contractual overtime payments shall credit towards FLSA minimum overtime where obligations are appropriate.
- D. PROVISIONS OF LAW: In the event that legislation is enacted to delay the effective date for liability for the payment of overtime under FLSA, then this 7(k) election shall be effective as of the date to which such legislation so delays liability, rather than being effective April 14, 1985. In the event that legislation is enacted to allow for the use of compensatory time in lieu of FLSA overtime cash payments, this Section shall be deemed further amended to be in conformity with such legislation.

Sec. 1107 DAYLIGHT SAVINGS: Employees working a shift during the commencement of daylight savings time will lose one (1) hour of annual leave from their annual leave banks. Employees may, at their option, elect to have the one hour deducted from their compensatory time off banks provided the Sheriff's Business Office is notified prior to the start of the time change pay period. Employees working a shift during the end of daylight savings time who, as a result, work one hour in excess of the regular shift shall receive premium overtime compensation for that hour.

ARTICLE 12
ANNUAL LEAVE

Sec. 1201 ANNUAL LEAVE ACCRUAL: Regular full-time employees shall generally be entitled to accrue the following annual leave, subject to the limitations provided in this proposal:

| <u>YEARS OF COMPLETED SERVICE</u> | <u>ANNUAL LEAVE ACCRUAL</u> |
|---------------------------------------|---------------------------------|
| Less than 5 | 160 hours |
| 5 but less than 11 | 200 hours |
| 11 | 208 hours |
| 12 | 216 hours |
| 13 | 224 hours |
| 14 | 232 hours |
| 15 or more | 240 hours |

Annual leave is earned according to each biweekly pay period of service commencing with the employee's initial anniversary date assigned an employee during the employee's latest period of County employment. Absence without pay and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.

Sec. 1202 MINIMUM ANNUAL USAGE: During the first twenty-six (26) pay periods of employment, employees shall not be required to use annual leave; thereafter, employees shall be required to use no less than eighty (80) hours of annual leave in each succeeding twenty-six (26) pay periods of employment. Employees who do not use eighty (80) hours of annual leave in any such time period (26 pay period duration) described above may be directed by departmental management, upon thirty days advance notice, to use such annual leave at times designated by management.

Sec. 1203 MAXIMUM ACCRUAL: 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.

Sec. 1204 ANNUAL LEAVE REDEMPTION:

A. Sheriff's Non-Supervisory Unit:

Except as provided below, an employee may elect to receive pay in lieu of up to eighty (80) hours of annual leave, or, for those with five (5) years or more of continuous County service, up to one-half of the employee's annual accrual (not to exceed 120 hours). Such pay shall be at the same pay rate the employee would have received if the employee had been on the job. Such an employee must have a minimum of forty (40) hours of accrued annual leave after the payment. In no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80), or up to one-half of the employee's annual accrual where appropriate, in any one calendar year.

B. District Attorney's Investigator Units:

Except as provided below, an employee may elect to receive pay in lieu of up to eighty (80) hours of annual leave, or, for those with five (5) years or more of continuous County service, up to one-half of the employee's annual accrual (not to exceed 120 hours). Such pay shall be at the same pay rate the employee would have received if the employee had been on the job. Such an employee must have a minimum of forty (40) hours of accrued annual leave/compensatory time off after the payment. In no event shall the total number of hours redeemed pursuant to this provision exceed eighty (80) or up to one-half of the employee's annual accrual, where appropriate, in any one calendar year.

- C. Employees hired on or after March 18, 2014: An employee represented by VCDSA who is hired by the County on or after March 18, 2014, may elect to receive pay in lieu of up to eighty (80) hours of annual leave, or for those with five (5) years or more continuous County service, up to one hundred (100) hours of annual leave accrual at the current base rate of pay. The total of annual leave accrual amount redeemed in a calendar year shall not, in total, exceed the aforementioned maximum.
- D. An irrevocable election for any of the payments described in (A), (B) or (C) of this Section shall be subject to the following conditions.
1. Any employee wishing to receive cash in lieu of annual leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem annual leave hours for cash.
 2. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of his or her combined annual maximum described in subsection (A), (B), or (C) of this Section. Only annual leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for annual leave hours accrued in a prior calendar year are not allowed.
 3. An employee must use one hundred twenty (120) hours of accrued annual leave during the twelve (12) months immediately preceding the requested cash-out payment. For District Attorney's Investigator Unit employees, one hundred twenty (120) hours of annual leave and/or compensatory time off must be used in the twelve (12) months immediately preceding the requested cash-out payment. For this purpose, "use" and "used" shall mean actually taking time off work and being paid annual leave pay, or for District Attorney's Investigator Unit employees being paid annual leave pay and/or compensatory time off pay, for such time off. If the employee has not used the required one hundred and twenty

(120) hours in the twelve (12) months immediately preceding the cash-out request, the employee's cash-out request shall be denied. If an employee is unable to cash-out by the final payroll processing period of the year because the employee has not used the required one hundred and twenty (120) hours in the preceding twelve (12) months, the employee shall, for tax purposes, be considered to have had the unlimited right to cash out the amount of accrued annual leave the employee had elected to redeem for cash. If an employee is not eligible for a cash-out due to having been denied written annual leave request(s) thereby preventing the required above usage, then the annual leave election shall be deemed null and void and no cash-out shall be allowed and the employee shall be deemed to have elected not to cash out any hours of annual leave for that year.

4. If a qualifying employee fails to request payment for the total annual leave hours elected for cash-out, the County shall unilaterally cash out the elected annual leave hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
5. Annual leave hours used for paid time off will be deducted first from annual leave hours accrued in prior calendar years, and last from annual leave hours accrued in the current calendar year.
6. Employees who are eligible for annual leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem annual leave for pay in the subsequent calendar year.
7. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem annual leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or

other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control the participant. The amount of such new election (or increase in the prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's Office in its sole discretion.

8. If it is subsequently determined by the Ventura County Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to December 2017 will not trigger constructive receipt of income from accrued leave, or that the rule that only annual leave hours already accrued in the calendar year for which an election is made may be cashed out is unnecessary to avoid the constructive receipt of income, VCDSA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in December 2017 or something substantially similar that will not trigger constructive receipt of income from accrued leave.
9. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.

E. Payments in lieu of leave authorized by this Section shall include only the following items of compensation:

1. The employee's base hourly rate of pay as determined solely by the employee's placement on the pay range assigned to the employee's classification exclusive of any bonuses, incentives, or other items of compensation.
2. Additional Compensation to Supervisors provided pursuant to Section 509.

3. Educational Incentive Pay provided pursuant to the provisions of Section 805.
4. Bilingual Premium Pay provided pursuant to the provisions of Section 601.
5. Assignment Pay provided pursuant to the provisions of Section 603.

Sec. 1205 ADVANCED ANNUAL LEAVE CREDIT: New regular, full-time employees shall receive advanced annual leave credit as follows: 43.07 hours of annual leave accrual as of the date of hire. Said annual leave advancement shall be balanced upon completion of seven biweekly pay periods of service or upon earlier separation.

Sec. 1206 ANNUAL LEAVE USAGE:

- A. Each department head shall be responsible for scheduling the annual leave periods of his or her employees in such a manner as to achieve the most efficient functioning of the department and of the County service. The appointing authority shall determine whether or not a request for annual leave will be granted.
 1. a. Sheriff's Non-Supervisory Unit: Annually, employees in each Bureau of the Sheriff's Department shall, by bargaining unit seniority, "bid" for time off. Such bids shall be designated in writing on an annual leave roster sign-up form made available to each affected employee by the department, and must be received by the bureau management between November 1 through November 10, or if applicable, in accordance with the schedule for each employee's seniority bidding group assignment. It shall be the responsibility of the employee to ensure his or her bid is received by bureau management during the bid period. All bids must indicate the employee's choice for up to a three (3) consecutive designated workweek period as well as up to four (4) alternatives in order of preference. For purposes of this Section only, "bargaining unit seniority" shall mean continuous, uninterrupted service in classifications covered by this Agreement, and "bureau" shall mean any of the established operational units within the Sheriff's four (4) primary Divisions.

- b. District Attorney's Investigator Units: Annually, employees in each Division of the District Attorney's Office shall, by seniority as a District Attorney Investigator in the Ventura County District Attorney's Office, "bid" for time off with annual leave. Such bids shall be written and must be received by management between November 1 and November 10. It shall be the responsibility of the employee to ensure his or her bid is received by management during the bid period. All bids must indicate the employee's choice as well as up to four (4) alternatives in order of preference. For purposes of this Section only, "Division" shall mean an operational sub-division of the Criminal Division.
2. Schedules indicating the assigned/granted time off with annual leave shall be posted by December 1. Management shall assure that appropriate staffing levels are maintained if multiple bids are received for the same vacation period. It is further recognized that management shall make a reasonable effort to assure that vacations are granted at the time and for the duration requested; however, nothing in this Section should be construed as an absolute guarantee that such vacation shall occur in the event operational considerations and/or unforeseen emergencies preclude the granting of such request. If there is a dispute over the appropriateness of any assignment, said dispute must be made known to management by December 10. It is the intent of all parties that each bureau's annual leave schedule for the next year be posted by December 31.
3. In case of late bids, preference will be given to requests in order of submission provided, however, such preference shall be based upon availability and shall not be granted if a request conflicts with timely bids made in accord with subsection A1 above.
4. If, after having been assigned/granted time off for annual leave, an employee transfers or is reassigned to another bureau, that employee shall retain the same time off with annual leave. If, however, use of the previously assigned/granted period(s) would unduly disrupt the orderly operation of the new bureau, the employee shall be granted

his or her choice of available dates for time off with annual leave.

5. In addition to the leave assigned/granted pursuant to the above provisions, employees who have accrued a sufficient number of annual leave hours may be allowed additional time off upon timely request and approval of bureau management, subject to the parameters set forth in the Sheriff's Office's Standard Operating Procedures.
6. The provisions set forth in this Section shall not be deemed to have placed any limitations on any right of Management pursuant to Article 28.

B. Employees claiming illness or injury as grounds for unscheduled usage of annual leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any employee absent from work shall notify the employee's department head on the first day of such leave and as often thereafter as directed by the department head. The Director-Human Resources or the department head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

C. An employee absent due to the employee's illness or injury for more than five consecutive workdays shall not be entitled to use annual leave for the absence on any day after the five days unless and until the employee presents to the employee's appointing authority a certificate signed by the employee's physician stating that the employee was ill or injured on each day of such absence. Any employee absent for a period of five consecutive workdays due to illness or accident may, at the discretion of the employee's appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

D. Annual Leave Usage for Training Purposes for 12-Hour Shift Employees:

1. An employee regularly assigned to work twelve (12) hour shifts who is directed to attend training sessions of less than

twelve (12) hours daily duration within the County of Ventura may, at the employee's option, either:

- a. Work those hours of the employee's regularly assigned shift on the training day that occur immediately before and after the training session; or
- b. Direct the Sheriff's Department to reduce the employee's accrued annual leave bank by the number of regularly scheduled hours not spent in training or otherwise worked.

Any employee assigned to twelve-hour shifts who is notified that he or she will be assigned to a training session must immediately advise his or her immediate supervisor, in writing, of which option described above he or she wishes to elect. Any employee who fails to so advise his or her immediate supervisor shall have the regularly scheduled hours before and after the session described above automatically deducted from his or her accrued annual leave bank.

2. Any such employee who is directed to attend training sessions of less than twelve (12) hours daily duration outside of Ventura County shall have his or her accrued annual leave bank reduced by the number of regularly scheduled hours not spent in training or regularly worked.
3. Nothing contained herein shall deprive an employee of any right the employee might have to receive appropriate overtime compensation as a result of time spent in departmentally assigned training that occurs outside of regularly scheduled work hours.

Sec. 1207 ANNUAL LEAVE PAYOFF:

- A. Any employee who separates from employment shall be paid for each hour of unused annual leave. The calculation of annual leave payoff shall include only the following items of compensation in effect as of the employee's last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime:

1. The employee's base hourly rate of pay as determined solely by the employee's placement on the pay range assigned to the employee's classification exclusive of any bonuses, incentives, or other forms of compensation.
2. Additional Compensation to Supervisors provided pursuant to the provisions of Section 509.
3. Educational Incentive Pay provided pursuant to the provisions of Section 805.
4. Bilingual Premium Pay provided pursuant to the provisions of Section 601.
5. Motorcycle Bonus provided pursuant to the provisions of Section 2209.
6. Meal Periods (Code 7) provided pursuant to the provisions of Section 1104.
7. Bomb Squad Bonus provided pursuant to the provisions of Section 2211.
8. Assignment Pay provided pursuant to the provisions of Section 603.

Sec. 1208 **RATE OF PAY WHILE ON ANNUAL LEAVE:** While on annual leave, employees shall be compensated at the same pay rate they would have received if they had been on the job.

Sec. 1209 **USE OF ANNUAL LEAVE WHEN PERMANENTLY INCAPACITATED:** Annual leave shall not be used to continue the pay of any employee after it has been determined by the County's Occupational Health Physician that such employee is permanently incapacitated for a return to County employment and is eligible for retirement. Annual leave credits may be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or appropriate action has been taken by the Ventura County Retirement Board.

Sec. 1210 DISABILITY INCOME PROTECTION PLAN:

- A. Employees shall be enrolled in the VCDSA Disability Income Protection Plan pursuant to the provisions of that plan. The benefits provided under such plan shall be at least equal to those provided by the County of Ventura under its Disability Income Protection Plan in effect on November 25, 1992.
- B. The County shall contribute \$15.23 per biweek to VCDSA on behalf of each VCDSA represented employee towards the payment of premiums under the VCDSA Disability Income Protection Plan. The County and VCDSA have the shared objective to have the current \$15.23 LTD contribution reported as taxable income. The parties agree to work as quickly as possible to achieve this result on a cost neutral basis to the County.
- C. VCDSA agrees to allow the County to audit its books and records relating to its Disability Income Protection Plan.
- D. VCDSA will indemnify, defend and hold the County harmless from any and all liability, claims, demands, suits, or any other action for any loss, damage, or injury to persons or property arising from or related to the provisions of this VCDSA sponsored plan, including, without limitation, all consequential damages.

ARTICLE 13
HOLIDAYS

Sec. 1301 HOLIDAY POLICY: Paid holidays shall be authorized only for regular full-time, regular part-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to compensation for his or her regularly scheduled shift both the day before and after such paid holiday.

Sec. 1302 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1.
2. Martin Luther King Day, the third Monday in January.
3. Presidents' Day, the third Monday in February.
4. Memorial Day, the last Monday in May.
5. Independence Day, July 4.
6. Labor Day, the first Monday in September.

7. Veteran's Day, November 11.
8. Thanksgiving Day, the fourth Thursday in November.
9. Christmas Day, December 25.
10. And every day appointed by the Governor of the State for public fast, Thanksgiving, or holiday when specifically approved by the Board of Supervisors.

If a paid assigned holiday falls on a Saturday, the preceding Friday shall be the holiday in lieu of the day observed. If a paid, assigned holiday falls on a Sunday, the following Monday shall be the holiday in lieu of the day observed. For those employees regularly scheduled to work Saturday and/or Sunday, the paid assigned holiday shall be the day on which the holiday actually occurs.

- A. On January 1st of each year, all regular, full-time employees covered under the terms of this Agreement shall be granted floating holiday leave equal to the number of hours they are scheduled to work each day, provided that employees on a "9/80" work schedule shall be granted nine (9) hours of floating holiday leave. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

An employee's annual floating holiday leave hours shall not be split and must be used on the same day.

- B. Regular part-time employees shall be granted the leave provided under (A) above on a pro-rata basis.

Sec. 1303 HOLIDAY PAY:

- A. For employees working a four-day-on, two-day-off, schedule, when an assigned holiday falls on a regularly schedule workday, such employee shall receive a cash payment at the then prevailing hourly rate of pay equal to the value of fifty percent (50%) of the number of hours normally worked by such employee during a regular day.
- B. For all other employees, when an assigned holiday falls on a regularly scheduled work day, and the employee works the

assigned holiday, such employee shall receive a cash payment at the then-prevailing hourly rate of pay for one and one-half (1-1/2) times the number of hours actually worked by such employee on the assigned holiday, in addition to payment for the number of hours normally worked by such employee on a regularly scheduled work day. The time and one-half payment described above for all hours actually worked on an assigned holiday, when that assigned holiday falls on a regularly scheduled workday, shall fulfill the overtime obligations of Article 11 of this Agreement. When an assigned holiday falls on a regularly scheduled day off, such employee shall receive a cash payment at the then-prevailing hourly rate of pay for the number of hours normally worked by such employee on a regularly scheduled work day.

- C. For purposes of determining entitlement to holiday pay, when a regularly scheduled work day encompasses two (2) calendar days, the holiday is that day so designated on the Sheriff's Department's published work schedule.

ARTICLE 14 SICK LEAVE

Sec. 1401 PRIOR SICK LEAVE ACCRUALS: Sick leave balances are frozen, but sick leave time may be used until the sick leave balance is exhausted.

Sec. 1402 APPROPRIATE USE OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the agency or department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of 5 days of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of the employee's immediate family. For the purposes of this Section, "immediate family" shall

mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of an employee.

- E. Sick leave shall not be used in lieu of annual leave, nor shall it be used in addition to annual leave without certification of a physician that such usage is medically required.

Sec. 1403 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: Each department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any employee absent from work on sick leave shall notify the employee's department head on the first day of such leave and as often thereafter as directed by the department head. The Director-Human Resources or the department head may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 1404 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to the employee's illness or injury for more than 5 consecutive work days may not be entitled to sick leave credits for the employee's absence on any day after the 5 days unless and until the employee presents to the employee's appointing authority a certificate signed by the employee's physician stating that the employee was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the employee's appointing authority or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at County expense.

Sec. 1405 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by the employee at the time of such termination irrespective of whether or not such a person is subsequently employed by the County.

Sec. 1406 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT: The County shall make a cash payment of 25% of all unused sick leave upon occurrence of the following:

- A. An employee with ten years or more of continuous County service shall, upon retirement or termination, except discharge for cause, receive a cash payment of 25% of the employee's unused sick leave balance, except that the employee may instead, in lieu of cash payment, elect to be credited for 50% of sick leave accumulated as of date of retirement, and that such sick leave credit be in addition to service credit, pursuant to Government Code Section 31641.03.

- B. Sick leave payments authorized by this Section shall include only the following items of compensation:
 - 1. The employee's base hourly pay as determined solely by the employee's placement on the pay range assigned to the employee's classification exclusive of any bonuses, incentives, or other items of compensation.
 - 2. Additional Compensation to Supervisors provided pursuant to the provisions of Section 509.
 - 3. Educational Incentive Pay provided pursuant to the provisions of Section 805.
 - 4. Bilingual Premium Pay provided pursuant to the provisions of Section 601.
 - 5. Motorcycle Bonus provided pursuant to the provisions of Section 2209.
 - 6. Meal Periods (Code 7) provided pursuant to the provisions of Section 1104.
 - 7. Bomb Squad Bonus provided pursuant to the provisions of Section 2211.
 - 8. Assignment Pay provided pursuant to the provisions of Section 603.

Sec. 1407 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate earnable by the employee on each day that the employee is on sick leave.

Sec. 1408 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave or annual leave (for those employees who have no sick leave balances) shall not be used to continue the pay of any employee after it has been determined by the County's Occupational Health Physician that such employee is permanently incapacitated for a return to County employment as a result of a non-industrial injury or illness and is eligible for retirement, provided, however, that the employee shall retain the right to receive compensation for sick leave pursuant to Section 1406 and the right to receive compensation for unused annual leave pursuant to Section 1208. Sick leave or annual leave (for those employees who have no sick leave balances) may be utilized by such employee to continue pay where the illness or injury is industrial after such determination has been made in conformance with Section 4850 of the California Labor Code and/or appropriate action has been taken by the Ventura County Retirement Board.

Sec. 1409 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay. This provision shall not deprive any employee of any rights guaranteed under Federal and State Law.

ARTICLE 15 INDUSTRIAL LEAVE

Payment of salary for absence caused by a work related injury shall be governed by the applicable sections of the Labor Code of the State of California.

ARTICLE 16 LEAVES OF ABSENCE

Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training, or assisting other public jurisdictions, may be granted by the appointing authority not to exceed one year, when such leave is in the best interests of the County. Additional leave for the same purposes may be granted by the Director-Human Resources with the concurrence of the appointing

authority. This Section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

- Sec. 1602 **NO LOSS OF RIGHTS OR BREAK IN SERVICE:** Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in County service.
- Sec. 1603 **EARLY RETURN FROM LEAVES OF ABSENCE:** An employee absent on authorized leave may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the appointing authority.
- Sec. 1604 **BEREAVEMENT LEAVE:** Any employee may be allowed to be absent from duty for up to three (3) working days without loss of pay because of the death of a member of the employee's immediate family. When travel to distant locations or other circumstances requires absence in excess of three consecutive working days, the appointing authority may allow the use of accrued annual leave, or up to two days of accrued sick leave to supplement the three working days provided in this Section. For the purpose of this Section, "immediate family" shall mean the husband, wife, domestic partner, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law of employee.
- Sec. 1605 **MATERNITY LEAVE:** An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the appointing authority requests, the determination may be made by the County's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:
- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy; or,
 - B. The County physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the County; or,
 - C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A maternity leave of absence without pay may be granted by the appointing authority to a maximum of one year. This provision shall not deprive any employee of any rights guaranteed under Federal and State Law.

ARTICLE 17 PART-TIME EMPLOYEES

Benefits provided in this Agreement for employees designated as part-time who regularly work less than eighty hours per biweekly pay period and who work less than 1,664 hours per calendar year shall, in no case, accrue based upon hours worked in excess of eighty (80) in a bi-weekly pay period.

ARTICLE 18 PROBATIONARY PERIOD

Sec. 1801 LENGTH OF PROBATIONARY PERIOD: The probationary period for all employees is twenty-six (26) consecutive pay periods. If federal, state, or local law requires a longer probationary period, such law shall prevail.

Sec. 1802 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

- A. Newly hired employees.
- B. Employees who are promoted.
- C. Persons appointed from re-employment or classification reinstatement eligible lists (not including employees reinstated following a successful appeal of disciplinary action). However, persons re employed following layoff or reinstated to a formerly held classification following a reduction in force who are so re employed or reinstated within the department in which they were employed immediately prior to demotion or layoff shall not serve a new probationary period.
- D. Persons appointed from County service reinstatement eligible lists.
- E. Persons appointed from Manpower training/work program eligible lists.

Sec. 1803 EXTENSION OF PROBATIONARY PERIOD: Employees serving a probationary period may request and the department head may authorize, or the department head of his or her own initiative may authorize, an extension of the probationary period of an additional one to thirteen pay periods where insufficient training, marginal performance, and other related facts warrant such extension. The department head shall give two (2) weeks notice in writing to the Director-Human Resources, the employee, and VCDSA of any extension and the reasons therefore. Upon request by the employee, management shall consult on such extension with the employee and a representative of VCDSA.

Sec. 1804 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the appointing authority has the responsibility of reviewing the conduct, performance, responsibility, and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the Director-Human Resources three months from the date of appointment and at least ten days before the end of the probationary period. The Director-Human Resources shall notify the appointing authority immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the County.

Sec. 1805 RETURN TO PREVIOUS POSITION:

A. An employee promoted within the Sheriff's Department to Sr. Deputy Sheriff (01057), Sheriff's Sergeant (01785), or Sheriff's Captain (01698) or an employee promoted within the District Attorney's Office to the position of D. A. Investigator III (00447) or Sr. D.A. Investigator (01600) who is dismissed from the classification into which the employee was promoted during the employee's probationary period, except if the cause warrants action to dismiss the employee from the County Service, shall return to a position in the employee's former classification. The employee so dismissed may write a letter for inclusion in the employee's permanent personnel file. Upon a return to the employee's former position, the employee shall not serve a new probationary period.

B. Any promoted employee who is not covered under the provisions of Section 1805 (A) and is dismissed from the classification into which the employee was promoted during the employee's probationary period, except if the cause warrants action to dismiss the employee from the County Service, shall return to the position in the

employee's former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in the employee's permanent personnel file. Upon a return to the employee's former position in the same department or agency, the employee shall not serve a new probationary period. In the absence of such vacancy in the department or agency in which the employee held permanent status, the dismissed probationary employee may either:

1. Accept a position in the same job code in another department or agency if a vacancy exists, and serve another probationary period; or
2. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which the employee held permanent status, with the right to be restored to the employee's original classification when the first vacancy occurs. The employee need not serve a new probationary period if the employee accepts a voluntary demotion.
3. When an employee takes a probationary demotion to a lower related job code in which a probationary period has not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 19 PERFORMANCE REVIEWS

Sec. 1901 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the Director-Human Resources no later than fifteen (15) days prior to the employee's anniversary date. One copy of each fully completed and signed report shall be given to the employee.

Sec. 1902 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluation period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the employee to sign, signifying that the

employee has read the supervisor's comments. Space will also be provided so that employees may give related comments of their own relative to the performance evaluation. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division or department head, or the Director-Human Resources. If no space is available on the performance evaluation form, an attachment may be added by the employee.

Sec. 1903 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, appointing authority, Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that the employee's representative may inspect such evaluations.

ARTICLE 20 PERFORMANCE PROBLEMS

Sec. 2001 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, informal counseling shall be provided by the employee's first-level supervisor. Any documentation of informal counseling shall only be inserted in the employee's Division File and such documentation of informal counseling shall not be referenced in any subsequent performance evaluation. A copy of such documentation shall remain in the employee's Division File for up to one year at which point it will be destroyed. A copy of such documentation shall be given to the employee.

Sec. 2002 WRITTEN REPRIMANDS:

A. Basis for Reprimand: For disciplinary reasons or if following the counseling referenced in Section 2001, an employee's performance does not improve and disciplinary action could result, a written report shall be prepared, including specific suggestions for corrective action, if appropriate. A copy shall be given to the employee and a copy filed in the employee's personnel file(s), provided that such letters of written reprimand shall not be referenced in any performance evaluation. If no additional discipline has been imposed during the intervening period, each report shall be removed from the employee's file at the end of two years upon written request by the employee.

B. Administrative Appeal Procedure: An employee who desires to appeal a written reprimand administratively shall utilize the following procedure, provided that the availability of this administrative appeal procedure shall not deprive the employee of any rights under Section 3309.5 of the California Government Code.

1. Within twenty-one (21) calendar days of receipt of the written reprimand, the employee may discuss the appeal in a meeting with the employee's Commander or the Deputy Chief Investigator as applicable.
2. Within fourteen (14) calendar days from the day of the discussion with the employee, the Commander or Deputy Chief Investigator shall orally reply to the employee's appeal.
3. Within fourteen (14) calendar days of receipt of the oral answer to the appeal, an employee may file a formal written appeal with the department head.
4. Within fourteen (14) calendar days of receipt of the written appeal, the department head, or his or her designated representative, who has not been involved in the appeal in prior steps, shall meet with the employee, make a thorough review of the appeal, and give a written decision to the employee. The written decision of the department head shall be final as to the disposition of the appeal.

Sec. 2003 Notwithstanding the provisions of Sections 2001 and 2002 above, nothing precludes management from citing, in the employee's annual performance evaluation, the events or behavior which resulted in the documentation of informal counseling or written reprimand. If, in management's opinion, the employee's performance or behavior which led to the documentation of informal counseling or written reprimand has improved, such improvement should be noted in the employee's subsequent annual performance evaluation.

Sec. 2004 **IMMEDIATE DISCIPLINE**: This Article shall not operate as a bar to immediate suspension, demotion, reduction in pay or dismissal where an employee's conduct or performance warrants such action and where such action is permissible under law.

Sec. 2005 COMPLAINTS OF HARASSMENT OR DISCRIMINATION: All allegations of harassment or discrimination made against Sheriff's Department employees shall be investigated by Sheriff's Department personnel investigators as a formal inquiry with all the due process protections afforded by the Public Safety Officer's Procedural Bill of Rights Act (Cal. Govt. Code Sec. 3300 et seq.). The Sheriff's Department Employee Relations Committee shall not investigate complaints regarding violations of departmental orders concerning harassment or discrimination.

Sec. 2006 APPLICABILITY OF THE PUBLIC SAFETY OFFICERS' PROCEDURAL BILL OF RIGHTS: The provisions of the Public Safety Officers' Procedural Bill of Rights Act shall be operative with respect to employees covered by this Agreement irrespective of whether the State of California reimburses the County for costs incurred in implementing its provisions.

ARTICLE 21 PERSONNEL FILE

Sec. 2101 EMPLOYEE ACKNOWLEDGMENT OF MATERIAL PLACED IN PERSONNEL FILE: As provided in California Government Code Section 3305, no public safety officer shall have any comment adverse to the officer's interest entered in the officer's personnel file, or any other file used for any personnel purposes by the officer's employer, without the officer having first read and signed the instrument containing the adverse comment indicating the officer is aware of such comment, except that such entry may be made if after reading such instrument the officer refuses to sign it. Should a public safety officer refuse to sign, that fact shall be noted on that document, and signed or initialed by such officer. VCDSA agrees that, in the event a VCDSA representative is asked to advise any such officer, the representative will encourage an officer who refuses to sign that the officer must evidence that fact as provided above.

Sec. 2102 FULL RIGHT OF INSPECTION AND COPYING OF EMPLOYEE PERSONNEL FILE: With the exception of confidential items such as reference letters and oral examination rating sheets, an employee shall have the right to inspect the contents of the employee's personnel file, or may designate in writing the employee's representative to inspect the file. The employee shall also be entitled to copy, at the employee's own expense, at the standard rates charged by the County to the general public, those items in the employee's personnel file which the employee has the right to inspect. The employee shall contact the Captain assigned

to the Personnel Bureau to schedule a time at which the file may be copied.

ARTICLE 22
ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: As provided below, employees covered under the provisions of this Agreement may participate in the County's Deferred Compensation Program.

- A. Employees may participate in the County's 457 Deferred Compensation Plan. Participation in said plan shall be subject to the rules and regulations applicable to the plan.
- B. Employees may participate in the County's 401(k) Shared Savings Plan. Employees may elect to contribute a percentage of their compensation into the plan within the limits set forth in Section 301 of the plan. For each biweekly work period during which an employee makes a contribution to the plan, the County will make a contribution on the employee's behalf computed as a percentage of the employee's base biweekly pay as defined below. The County's contribution will be made according to the following schedule:

| <u>Employee Contribution</u> | <u>County Match</u> |
|------------------------------|---------------------|
| 1% | 1% |
| 2% | 2% |
| 3% | 2.5% |

All employees who participate in the plan shall be subject to the provisions of the plan and all legal requirements and/or limitations applicable to the plan, including limitations on the amount of combined annual contributions to the plan.

- C. In determining the amount of the County's contribution to the plan on behalf of an employee, the employee's base hourly rate of pay shall be determined solely by reference to the employee's placement on the pay range assigned to the employee's classification. The employee's base hourly rate of pay shall be the amount of base hourly rate of pay earned by the employee for the biweekly pay period in which the employee elects to make a

contribution to the plan. It is expressly understood that the employee's base hourly rate of pay does not include overtime compensation or any form or type of remuneration or benefit other than base pay.

- D. The parties expressly agree that any County contribution (in the form of a "matching contribution" or otherwise) shall not be considered part of "compensation earnable" under the County Employee's Retirement Law of 1937, including Government Code Section 31461, even though the base hourly rate of pay out of which the employee contribution is made is part of "compensation earnable" and that no County contribution shall be included in "compensation earnable" for purposes of the employee's retirement benefits. The fact that this Section addresses the issue of "compensation earnable" but other Sections of this Agreement do not, shall not be construed to mean that the parties agree or disagree that other benefits provided for in other Sections of the Agreement are properly included in or excluded from "compensation earnable".
- E. The parties further agree that for the purposes of pay comparisons with other law enforcement agencies, the two percent (2%) County contribution available under this Section shall be added to the top of applicable County pay ranges and any like contributions by other agencies shall be added to the top of their pay ranges.

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the pay of an employee for an absence from work when subpoenaed to appear in court as a witness, except when the individual is a litigant either (a) in a matter not arising out of the individual's course and scope of employment; (b) in a matter arising out of the course or scope of employment that is initiated by the employee; or (c) in a matter arising out of the course and scope of employment not initiated by the employee where the employee has been found to be liable for punitive damages or has been found guilty of criminal conduct. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee. Any fee or compensation for the service itself must be returned to the County for any days of absence for which the employee receives salary as for a day worked, except that if such service occurred during the employee's annual leave or other authorized leave of absence, then the employee may retain the fee or compensation paid for such service.

- Sec. 2203 JURY SERVICE: No deductions shall be made from the pay of an employee absent from work when required to appear in court as a juror for petit jury panels for Ventura County Court. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. Mileage and other actual expense reimbursement received as a result of service as a juror may be retained by the employee. The absence of an employee for the purpose as described above shall be reported to the appointing authority on the biweekly time report submitted to the County Auditor.
- Sec. 2204 PARKING SPACE: The County shall attempt to provide adequate free parking facilities for employees within a reasonable distance of their work locations.
- Sec. 2205 PHYSICAL EXAMINATIONS:
- A. A physical examination shall be provided for all VCDSA personnel by Employee Health Services at no charge. The examination will include all phases of the routine maintenance physical examination and, in addition, may include other medical tests (including EKGs) deemed appropriate by the Director, Employee Health Services.
- The frequency of the examination shall be as follows:
1. Age 20-44 - every three years from date of hire.
 2. Age 45 to retirement - annually from the date of hire.
- B. The County agrees to pay the cost of diagnostic testing to determine the existence of heart related problems when, as a result of the examination provided under 2205 A above, the County's Occupational Health Physician advises that such testing should be conducted and such benefits are not payable under worker's compensation laws.
- Sec. 2206 PURCHASE OF RETIREMENT CREDIT FOR MILITARY SERVICE: Pursuant to the provisions of California Government Code Section 31641.95, and California Government Code Sections 31470.7, 31478, 31479, 31480, 31641.1, 31641.2, 31641.3, 31641.8, and 31641.9, authorizing the purchase of retirement credit for previous military service, are applicable to employees represented by VCDSA.
- Sec. 2207 MEALS: Persons authorized to eat at any Sheriff detention facility shall be charged for each meal at a rate established by resolution of the Board of Supervisors, except that persons who are not allowed time to eat meals

because of the supervision of inmate personnel shall be allowed to take one meal per shift at County expense. This provision does not apply to employees working in the same departments who are provided time for meals, or who do not supervise inmate personnel. The employee in charge of the facility shall collect and forward all moneys for said meals monthly to the Auditor for deposit in the general fund.

Sec. 2208 LIFE INSURANCE: The designated beneficiary of any employee covered by this Agreement who is killed as a result of an on-duty accident while in an aircraft operated by the County's Public Safety Aviation Unit shall be entitled to receive \$500,000 life insurance proceeds. The designated beneficiary of any employee covered by this Agreement who is killed while engaged in activities on behalf of the SWAT Team or the Bomb Squad shall be entitled to receive \$100,000 life insurance proceeds. The designated beneficiary of an employee covered by this Agreement who is permanently assigned to the K-9, Motorcycle, or Narcotics Unit and is killed while engaged in the activities of that Unit shall be entitled to receive \$100,000 life insurance proceeds. The premiums for such coverage shall be paid by the County.

Sec. 2209 MOTORCYCLE BONUS: An employee permanently assigned to the duties of motorcycle officer shall receive twenty dollars (\$20.00) per pay period in addition to any other compensation to which the employee is otherwise entitled.

Sec. 2210 FIELD TRAINING OFFICER BONUS: Employees in the classification of Deputy Sheriff (Job code 00550) who are designated as Field Training Officers (FTOs) shall receive eighteen dollars (\$18.00) per shift for each shift in which a Deputy Sheriff Trainee or Deputy Sheriff is assigned to them and they actually perform training related duties.

ARTICLE 23 TRANSFERS

Sec. 2301 DEFINITION: A transfer is a change from one department or agency to another in the same or similar classification, or a change from one job code to a similar job code within a County department or agency.

Sec. 2302 MINIMUM QUALIFICATIONS: A person must meet the minimum qualifications of the classification to which the person is to be transferred.

- Sec. 2303 HOURLY RATE OF PAY RATE AND ANNIVERSARY DATE ON TRANSFER: If the transfer occurs within the County Service, there shall be no change in hourly rate of pay. Any regular employee may be transferred from one position to another in either the same classification or to one, which has the same pay range. An employee so transferred shall retain his or her anniversary date.
- Sec. 2304 PROBATIONARY PERIOD ON TRANSFER: If transfer occurs within the County Service, the employee shall not be required to serve another probationary period except that a person so transferred who has not completed his or her probationary period must serve a new probationary period.
- Sec. 2305 APPROVAL OF TRANSFER: All transfers must have the written approval of the appointing authorities concerned and the Director-Human Resources.
- Sec. 2306 HOURLY RATE OF PAY RATE AND ANNIVERSARY DATE ON INVOLUNTARY TRANSFER: Whenever an employee is involuntarily transferred to a position in a different classification having the same pay range as the employee's former position, the employee shall retain the employee's hourly rate of pay and anniversary date.
- Sec. 2307 WRITTEN REQUEST FOR TRANSFER: Any person wanting to transfer shall submit a request in writing to the Director-Human Resources indicating the employee's desire to transfer, the employee's present classification, and any other special consideration or limitation regarding a possible transfer.
- Sec. 2308 CONSIDERATION FOR APPOINTMENT OF PERSONS REQUESTING TRANSFER: Whenever the Director-Human Resources receives a request for certification of eligibles to an appointing authority, all persons who, within one year from the date of the certification request, have requested a transfer, shall have their names submitted to the appointing authority for consideration for appointment and shall be so notified. Such consideration shall be made in accordance with the provision of Section 808 of the Ventura County Personnel Rules and Regulations.
- Sec. 2309 TRANSFER WITHIN DEPARTMENT/AGENCY: An employee desiring transfer to another position within the same department may request consideration for transfer by memo to the designated department personnel officer.

Sec. 2310 DURATION OF TRANSFER REQUEST: A transfer request shall not be honored for more than one year. In addition, a transfer request may not be honored and may be invalidated for any of the following reasons:

- A. The person has accepted a transfer which resulted from the specific transfer request.
- B. The person no longer has status in the County service as a regular employee.
- C. The person requests that his or her name be removed from consideration.
- D. The person refuses an offer of appointment.
- E. The person is refused appointment by three (3) appointing authorities.
- F. The person fails to appear for a selection interview once he or she has been notified of his or her eligibility for consideration.

ARTICLE 24
REDUCTIONS IN FORCE

Sec. 2401 LAYOFF PROCEDURES: Whenever there is a reduction in force, one or more of the following, at the discretion of the appointing authority, may occur until the situation which necessitated the reduction in force has been eliminated.

- A. Except for emergency situations, as declared by the appointing authority, no overtime shall be authorized.
- B. All merit increases may be delayed up to twenty-six (26) pay periods.
- C. Employees shall be laid off in the following order:
 - 1. Extra help employees
 - 2. Provisional employees
 - 3. Temporarily promoted employees
 - 4. Permanent less than full-time employees
 - 5. Permanent employees

- Sec. 2402 DETERMINING LENGTH OF SENIORITY: In determining length of classification seniority, all time spent in said classification and any higher classification shall be counted as classification seniority, including all time spent as a probationary, manpower work/training program, or limited term employee, provided that such employee has attained permanent status in the affected classification. (Note: While classifications in the District Attorney's Office and Sheriff's Departments may be equivalent, they are not the same classification.) In computing the various types of seniority, if the employee separated from the County service, then any and all service prior to the separation shall not be counted in determining seniority. A separation of three or fewer days shall not be considered a break in service. All authorized leaves of absence shall not constitute a break in service, but all spent on a leave of absence shall not count toward seniority and all seniority dates shall be adjusted by an amount of time equal to the time spent on leave of absence.
- Sec. 2403 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off shall be made within each department on a classification by classification basis. The appointing authority shall designate the classification(s) to be affected. The order of layoff shall be determined by length of classification seniority. The order of layoff shall be in reverse order of the employee's classification seniority. If two (2) or more employees have identical classification seniority status, then the following criteria, in the prescribed order, shall determine the order of layoff.
1. The employee with the least amount of seniority in a sworn classification shall be laid off first.
 2. The employee with the least amount of seniority in a job code represented by VCDSA shall be laid off first.
 3. The appointing authority shall determine which employee is to be laid off first.
- Sec. 2404 TRANSFER IN LIEU OF LAYOFF: A regular employee who is to be laid off may transfer and/or voluntarily demote and transfer to any vacant position in a classification represented by VCDSA. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers.
- Sec. 2405 DEMOTION IN LIEU OF LAYOFF: If a regular employee who is to be laid off does not transfer and/or demote and transfer, then such regular

employee shall have the right to demote to any job code within the department/agency in which that employee previously held permanent status. There does not need to be a vacant position within the classification for an employee to exercise this right. Such bumping as provided for in this Section shall not be restricted to job codes within a bargaining unit. Should an employee bump into a job code in another bargaining unit, then the layoff procedures applicable to that bargaining unit shall be controlling. If, as a result of the exercise of this right, layoffs must occur in the classification to which that employee demoted, then such layoff shall be made in accordance with the provisions of the agreement which is controlling for the classification.

Sec. 2406 REEMPLOYMENT: All persons who have been laid off as a result of a reduction in workforce shall have their names placed on a Reemployment Eligible List for the classification in which they were employed immediately prior to being laid off and for all classifications in which they previously held regular status prior to being laid off. There shall be two

Reemployment Eligible Lists: one which includes only the names of the laid off employees within a department, and the other which has the names of all other County employees who were laid off. The Department Reemployment List shall have priority over the Countywide Reemployment List. Eligibles on the Reemployment List shall be ranked in reverse order of the order of layoff. Each person's name shall remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reemployed or until their name has been removed from the eligible list in accordance with the provisions of Section 718 of the Personnel Rules and Regulations, whichever occurs first.

Sec. 2407 CLASSIFICATION REINSTATEMENT: All employees who have demoted to a lower classification as a result of a reduction in workforce shall have their names placed on a Classification Reinstatement List for the classification from which they were demoted. There shall be two Classification Reinstatement Lists: one which includes only the name of the demoted employee within a department, and the other which has the names of all County employees who were demoted from the specific classification. The Department Classification Reinstatement List shall have priority over the Countywide Classification Reinstatement List. Eligibles on the Classification Reinstatement List shall be ranked in reverse order of the order of their demotions. Each person's name may remain on such list for a period of two years following the date that their name was placed on such eligible list, or until they have been reinstated to

the classification from which they were demoted, or until their name has been removed from the eligible list in accordance with the provisions of Section 718 of the Personnel Rules and Regulations, whichever occurs first. To remain on a Classification Reinstatement List, a person must maintain status as a County employee.

Sec. 2408 RESTORATION OF BENEFITS:

- A. Sick Leave: For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are reappointed. Whenever a person becomes ineligible for reemployment and such person has not been reemployed, then, if at the point of layoff such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Section 1406 of this Agreement.
- B. Seniority: For laid off employees, upon reemployment such employees shall have their seniority status held immediately prior to layoff reinstated.
- C. Salary: Laid off employees who are reemployed or demoted employees who are reinstated to the classification demoted from shall receive hourly rate of pay equivalent to that which they were receiving immediately prior to layoff or demotion or the maximum of pay range of the classification, whichever is less, upon reemployment or reinstatement.
- D. Educational Incentive: For those employees receiving educational incentive payments at the time of layoff, upon reemployment such employees shall be eligible to receive educational incentive.
- E. Annual Leave Accrual Rates: Laid off employees who are reemployed shall have the annual leave accrual rate they held immediately prior to layoff restored.
- F. Anniversary Dates for Purposes of Merit Increases: Upon reemployment, a laid off employee's anniversary date shall be adjusted in accordance with the provisions of Section 515 of this Agreement.
- G. Retirement Contributions: Upon reemployment, laid off employees shall not be required to redeposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however,

that the employee may elect to redeposit said funds to the retirement system.

- H. Grievability: Persons disputing the application or interpretation of layoff, reemployment, and/or classification reinstatement policies shall use the grievance procedure to resolve their dispute and shall not have any such allegation considered under any other County administrative procedure.

ARTICLE 25 PRODUCTIVITY

For the duration of this Agreement, VCDSA and Management agree to jointly support efforts to increase efficiency, effectiveness, productivity, and economy in all County operations, through improving methods, reducing waste, and in exploring and implementing changes that will contribute to sound, effective, economical County government.

ARTICLE 26 NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns as determined by the appointing authority shall be sanctioned by VCDSA, and no lockouts shall be made by the County. If a work stoppage, strike, or slowdown occurs and it is not sanctioned by VCDSA, then VCDSA's sole responsibility shall be to urge its members to return to work.

ARTICLE 27 NON-DISCRIMINATION

NO DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or functional disability.

The County of Ventura's Equal Employment Opportunity Plan will be fully supported by VCDSA.

ARTICLE 28

COUNTY RIGHTS

It is the exclusive right of the County to direct its employees, take disciplinary action for proper cause, relieve its employees from duty because of lack of work or for other legitimate reason, classify and reclassify positions, and determine the methods, means, and personnel by which the County's operations are to be conducted.

The Sheriff's Department may conduct psychological fitness for duty evaluations in accordance with the procedure set forth in Exhibit "A" to this Agreement.

Nothing contained in this provision shall be deemed to supersede the provisions of existing Federal or State law and the ordinances and rules of the County, which established the Civil Service System.

ARTICLE 29 VCDSA RIGHTS

Sec. 2901 VCDSA BUSINESS AND PAID WORK TIME: VCDSA representatives shall be allowed to participate in the following numbers and activities during working hours on matters affecting employees in the units represented by VCDSA.

| NUMBER | ACTIVITY |
|--------|--|
| 6 | Negotiations with County Negotiating Team |
| 1 | Board of Supervisors meetings. |
| 1 | Civil Service Commission meetings. |
| 1 | Retirement Board meetings. |
| -- | Meeting of joint management employee committees with representation of the number to be stipulated in each case. |
| 1 | Meetings with County Human Resources staff outside of committees. |
| 1 | Meetings with County Executive Officer or County Counsel outside of committees. |
| 2 | Meetings with departmental management personnel. |

A maximum aggregate total of up to one hundred twenty (120) hours per year administrative leave shall be made available to VCDSA Board Members for the purpose of attending VCDSA Board meetings and Employee Relations Conferences offered by colleges, universities, or similarly recognized institutions or associations. Authorization of such

leave shall be conditioned upon prior notification (two shifts prior to the shift affected) of and approval by the employee's supervisor.

Sec. 2902 SHIFT SCHEDULES AND NEGOTIATIONS: To facilitate the negotiation process, Sheriff's Department administration shall, after proper notification (15 calendar days in advance of the month affected), schedule negotiating team members to day shifts whenever possible. Shift preference shall be in effect only during the actual period of formal salary negotiations.

Sec. 2903 VCDSA MEETINGS: Upon request by VCDSA, the County shall provide meeting space within County facilities outside working hours provided there are no legal prohibitions, and such space is available, and VCDSA complies with applicable County and departmental rules involved. VCDSA shall request the use of facilities in advance to the department head and shall indicate the date, time, and the general purpose of the meeting to be scheduled.

Sec. 2904 BULLETIN BOARDS: The County shall furnish bulletin board space for VCDSA, the size and location to be jointly determined by departmental management and VCDSA.

The boards shall be used for the following subjects:

- A. VCDSA recreational, social, and related news bulletins.
- B. Scheduled VCDSA meetings.
- C. Information concerning VCDSA elections or results thereof.
- D. Reports of official business of VCDSA, including reports of committees or the Board of Directors.
- E. Any other written material which first has been approved by departmental management.

Prior to posting, material described above shall be initialed by an authorized representative of VCDSA and the departmental management personnel. Bulletins requiring approval shall be acted upon within one (1) normal working day. In cases where VCDSA, in whole or part, represents more than one representation unit at a work location, the space described above will become the bulletin board space for all employees represented by the Association at that work location.

- Sec. 2905 BROWN MAIL: VCDSA shall be allowed reasonable use of the County or departmental brown mail system. Mass mailing to membership is excluded unless prior approval is obtained.
- Sec. 2906 DISPLAY AND DISTRIBUTION OF MATERIALS: During off-duty hours, VCDSA shall have the right to distribute printed VCDSA literature to work stations (i.e., desks and in-baskets) of the employees within the bargaining units. Such material distributed to work stations must have the prior approval of departmental management as provided in Section 2904.
- Sec. 2907 ON-SITE VISITS: VCDSA representatives and VCDSA insurance representatives shall be permitted to visit any and all operations of the County, to transact business within the scope of representation, and to observe conditions under which employees are employed provided such visits shall not unnecessarily interrupt the work of any employee. Such visits by any VCDSA representative shall be on the representative's own time.
- Sec. 2908 CHECKOFF OF DUES AND INSURANCE PREMIUMS:
- A. The County shall deduct VCDSA dues and VCDSA employee health care costs each pay period from the wages of each employee who authorized in writing such deduction.
 - B. Remittance of the aggregate amount of all dues and other proper VCDSA deductions made from the salaries of employees shall be made to VCDSA within fifteen (15) working days after the deductions are made.
 - C. The County shall provide two (2) lists within ten (10) working days of deductions and notify VCDSA within such ten (10) working days if the deadline cannot be met.
 - D. VCDSA shall pay to the County Auditor-Controller the sum of nine hundred fifty dollars (\$950) for each additional computer code activated for VCDSA at VCDSA's request beyond the one new computer code which VCDSA may cause to be activated during the term of this Agreement without any charge.
 - E. The County and VCDSA agree that both parties shall be saved, indemnified, and held harmless from any liability due to errors and omissions arising out of the other party's use of VCDSA-sponsored deductions codes.

Sec. 2909 NEW EMPLOYEES:

- A. The County shall advise all new employees hired into the classifications enumerated in Article 4 that VCDSA does represent them.
- B. A VCDSA representative shall be allowed on County time to speak to each new academy class within three (3) weeks of the starting date of the class. Speaking time shall not exceed ninety (90) minutes.

Sec. 2910 NON-DISCRIMINATION: VCDSA Board Members shall perform their VCDSA duties without discrimination or harassment, directly or indirectly, by a County supervisor or any other representative of the County.

Sec. 2911 UNIT REPRESENTATIVES: VCDSA shall provide management with an updated list of VCDSA representatives within 30 days following the signing of this Agreement. The list is to be updated on a quarterly basis.

ARTICLE 30
GRIEVANCE PROCEDURE

Sec. 3001 PURPOSE: To provide a means for processing grievances and for obtaining fair and proper answers and decisions.

Sec. 3002 POLICY: The County of Ventura fully recognizes the importance of a grievance procedure. It is realized that in any large organization conditions which may create employee dissatisfaction will arise. This procedure is intended to create an orderly method for processing grievances and for obtaining fair and proper answers and decisions. It shall be the responsibility of each appointing authority to communicate to its employees all details concerning the grievance procedure to assure employees that it is their right to utilize the grievance procedure. Any employee utilizing the grievance procedure shall be guaranteed freedom from reprisal. By mutual agreement, the parties may return a grievance to the first step for final adjustment at any step of the grievance procedure.

Sec. 3003 DEFINITIONS: A grievance is a claim by an employee or a group of employees of a violation, misinterpretation, or inequitable application of existing policy or practice, rules and regulations, or memorandum of agreement applicable to the employee, or a complaint of illegal

discrimination because of the charging party's race, religious creed, color, national origin, ancestry, age, sex, physical disability, or a claim by VCDSA regarding an alleged violation of this Agreement

Exclusion: Complaints, which arise from the following, are not subject to this procedure:

- A. Disciplinary appeals as specified in the Personnel Rules and Regulations, Article 21.
- B. Examination appeals as specified in the Personnel Rules and Regulations, Article 5.
- C. Challenges to written reprimands (which may be appealed administratively pursuant to Section 2002(B)).

Sec. 3004 REPRESENTATION: At any step of the grievance procedure the employee may represent himself or herself, may be represented by a fellow employee, a representative of an employee organization, or any other person the employee may choose.

Sec. 3005 NON-DISCRIMINATION: When an employee is represented by a representative of a recognized employee organization, the provisions of Section 2004 of Article 20 of the Ventura County Personnel Rules and Regulations shall be fully applicable.

Sec. 3006 PROCEDURE:

A. INFORMAL COMPLAINT:

- 1. Within twenty-one (21) calendar days from the occurrence of the matter on which the complaint is based or within twenty-one (21) calendar days from the employee's knowledge of such occurrence, an employee may discuss the employee's complaint in a meeting with the employee's immediate supervisor. The employee shall remain in a fully paid status while participating in this process.
- 2. Within fourteen (14) calendar days from the day of discussion with the employee, the immediate supervisor, or in his or her absence, his or her authorized representative shall orally reply to the employee's complaint.

- B. Formal Complaint - Step 1, (Captain/Chief Investigator as applicable).
1. Within fourteen (14) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form. Such written grievance shall:
 - a. Fully describe the grievance and how the employee was adversely affected;
 - b. Set forth the Section(s) of the Agreement, Personnel Rules and Regulations, and/or written policies violated;
 - c. Indicate the date(s) of the incident(s) grieved;
 - d. Specify the remedy or solution to the grievance sought by the employee.
 2. Within fourteen (14) calendar days the Captain/Chief Investigator or his or her authorized representative shall give his or her decision in writing to the employee on the original copy of the grievance.
- C. Formal Complaint - Step 2, Commander (Applicable only to Sheriff's Department employees)
1. Within fourteen (14) calendar days from the employee's receipt of the decision at Step 1, the employee may appeal to the employee's Commander. The original copy of the grievance form with the reasons in writing for the employee's dissatisfaction with the answer given by the Captain shall be submitted.
 2. Within fourteen (14) calendar days from receipt of the grievance, the Commander or his or her authorized representative shall meet with the employee. The employee may be accompanied by the employee's designated representative at such a meeting.

Within seven (7) calendar days from the date of the meeting, the person with whom the employee met shall give the employee his or her answer in writing.

D. Formal Complaint - Step 3, Department Head

1. Within fourteen (14) calendar days from the employee's receipt of the decision at Step 1 or Step 2 as appropriate, the employee may appeal to the department head. The original copy of the grievance form with the reasons in writing for the employee's dissatisfaction with the answer given by the division head shall be submitted.
2. Within twenty-one (21) calendar days from the receipt of the employee's grievance, the department head or his or her designated representative who has not been involved in the grievance in prior steps shall make a thorough review of the grievance and give a written decision to the employee.

On matters that do not concern or involve the interpretation or application of the specific terms and provisions of the Agreement, the written decision of the department head shall be final as to disposition of matters within his or her authority.

3. With regard to challenges to the contents of Performance Review Evaluations by employees of the Ventura County Sheriff's Department, Step 3 appeals shall be to the Chief of the division to which the employee is assigned (or, in the event of a reorganization, the equivalent level), not the department head. The written decision of the Chief shall be final and not appealable to arbitration.

Sec. 3007 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by the Association by submitting a letter requesting that the grievance be submitted to arbitration to the Director-Human Resources within fourteen (14) calendar days after the department head renders a decision. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement.

- B. The Arbitrator shall be selected by mutual agreement. In the event mutual agreement cannot be reached on an arbitrator within fourteen (14) calendar days of the receipt of notice of appeal to arbitration, the State Conciliation Service shall be asked to list a panel of five (5) individuals from which one name shall be selected by the parties within fourteen (14) calendar days after the receipt of such list by alternate striking of names. The party making the first deletion shall be determined by lot. The remaining name shall be deemed to be the arbitrator for this grievance.
- C. Costs of the Arbitration and court reporter, if used, shall be shared equally by the parties.
- D. The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in respect to the alleged grievance and remedy. The decision and/or award of the Arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties. The decision and/or award of the Arbitrator shall be final and binding upon the County, VCDSA and the employee affected, subject to judicial review.
- E. If either the County or VCDSA shall claim before the Arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he or she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the Arbitrator determines that such grievance fails to meet said test of arbitrability, he or she shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 3008 MEDIATION: Prior to an arbitration hearing, VCDSA and the County, by mutual agreement, may request the assistance of a mediator from the State Conciliation Service in an attempt to resolve the grievance. The mediator shall have no authority to resolve the grievance except by

agreement of VCDSA and the County. In the event the grievance is not resolved, neither evidence nor concessions agreed to or offered during mediation shall be admissible at a subsequent hearing.

Sec. 3009 TIME OFF FOR GRIEVANCE RESOLUTION: An employee who has filed a written grievance shall be given a reasonable amount of time off with pay by the employee's appointing authority to process, prepare, and resolve the employee's grievance. The entitlement shall not include time off with pay to research potential grievance issues. If such time occurs during non-working hours for the employee, then such employee will not be paid for time spent processing, preparing or resolving the employee's grievance.

Sec. 3010 GRIEVANCES AND RULE OR MEMORANDUM CHANGES: Grievances shall be decided on the bases of the Rules, Memorandum, etc. in effect when the incident or incidents upon which the specific grievance is based occurred or first occurred.

ARTICLE 31 RETIREMENT

Sec. 3101 DEPUTY SHERIFF TRAINEE: Persons employed in the classification of Deputy Sheriff Trainee shall be eligible for the benefits in this Agreement except that they shall be enrolled as "General members" rather than the "Safety members" of the Ventura County Employees Retirement Association (VCERA) until such time as they promote to the classification of Deputy Sheriff.

Sec. 3102 COUNTY CONTRIBUTION:

A. All employees represented by VCDSA shall contribute as retirement contributions an amount equal to one-half of the actuarially determined normal cost rate of the applicable retirement formula. Any required amounts in excess of the required member contribution shall be contributed pursuant to the cost-sharing provision set forth in Government Code 31631.5. Future increases or decreases in actuarially determined normal retirement costs will be shared equally between the employee and the County.

B. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is "picking up" the entire required member contribution so as to cause the taxable income of each

represented employee to be reduced by the amount of the "pick up." Therefore, for taxation purposes, this "pick up" shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.

Sec. 3103 RETIREMENT STUDY - IRC SECTION 415

VCDSA agrees that, pursuant to Section 31673.1 of the Government Code, the retirement rights for employees hired after January 1, 1990, shall not be vested, to the extent that those rights are affected by changes in the Internal Revenue Code relating to limitations upon public retirement systems, including, but not limited to, private sector limits contained in Section 415 of the Internal Revenue Code.

Sec. 3104 MEDICARE BENEFITS FOR EMPLOYEES HIRED PRIOR TO APRIL 1, 1986: The County shall provide each employee hired prior to April 1, 1986 an "in lieu of Medicare pickup incentive" in an amount that is 1.462% over and above the product obtained by multiplying (1) the applicable Medicare contribution rate by (2) the individual's accumulated items of pay that are subject to Medicare contributions ("Medicare Taxable earnings accumulator"), excluding the "in lieu of Medicare pickup incentive." For example, the current Medicare contribution rate is an amount equal to 1.45% of the individual's Medicare Taxable earnings accumulator. The amount of the bonus would be 1.4712% of the Medicare Taxable earnings accumulator excluding the "in lieu of Medicare pickup incentive."

Sec. 3105 RETIREMENT "REOPENER": The County agrees to reopen negotiations with VCDSA should the County provide to any member of the Ventura County Employees' Retirement Association a new or improved retirement formula which includes past service or cost of living adjustment benefit for past service under the conditions where the County pays or is liable for any portion of the new or improved benefit.

ARTICLE 32
FULL UNDERSTANDING, MODIFICATION, WAIVER

A. This Agreement sets forth the full and entire understanding of the parties regarding those matters within the scope of negotiations and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

- B. Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of negotiations, during the term of the Agreement; provided, however, that for the limited duration of an emergency, the County may alter the existing terms and conditions of employment of employees covered by this Agreement to enable the County to address the emergency conditions. "Emergency" shall be defined as a public disturbance, an unforeseen natural disaster such as a fire, flood or earthquake, terrorist acts, or a catastrophic event that poses an immediate and real threat to life or property.
- C. Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, ratified, approved and implemented as provided in Article 3.
- D. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 33
PROVISIONS OF LAW

In the event that any article or section of this Agreement shall be held to be invalid by operation of law; or by any tribunal of competent jurisdiction, or if compliance with or any enforcement or article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall, meet and confer for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34
AUTHORIZED AGENTS

For purposes of providing formal notice pursuant to the terms and provisions of this Agreement:

- A. Management's principal authorized agent for purpose of said notice as well as administering the terms and provisions of this Agreement shall be the Assistant County Executive Officer – Human Resources or his or her

duly authorized representative (address: 800 South Victoria, #1970, Ventura, Ca. 93009).

- B. VCDSA's principal authorized agent shall be its President or his or her duly authorized representative (address: 1690 Ventura Boulevard, Camarillo, CA 93010).

THE FOREGOING ARTICLES ARE HEREBY AGREED TO
ON THIS 15TH DAY OF MAY, 2018, BY:

COUNTY OF VENTURA:



Shawn Atin
Ventura County Assistant CEO



Craig Leedham
Ventura County Labor Relations



Mike Curnow
Ventura County Labor Relations



Sandra Ambriz
Ventura County Labor Relations



Jeremy Siders
Ventura County Labor Relations



Yvonne Martinez
Ventura County Labor Relations

VCDSA:



Stephen Silver, Esq.



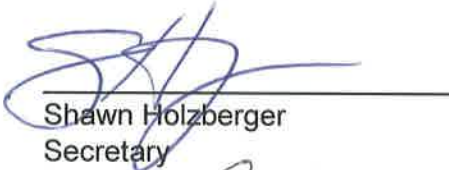
Kasey Sirody
Executive Director



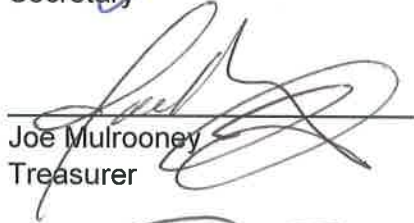
Scott Peterson
President



Tony Sanders
Vice-President



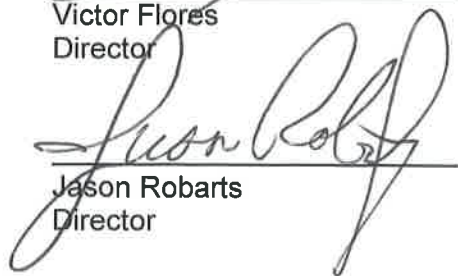
Shawn Holzberger
Secretary



Joe Mulrooney
Treasurer



Victor Flores
Director



Jason Robarts
Director

| | |
|---|--------------------------|
| GENERAL ORDER | CCODE NUMBER |
| | SUPERSEDES: |
| SUBJECT: Psychological Fitness for Duty Evaluation | Page 1 of 3 Pages |

PURPOSE: To provide consistent procedures for ordering and implementing psychological fitness for duty evaluations of sworn personnel. This policy is not intended to interfere with a supervisor's ability to recommend or suggest personal counseling to a subordinate nor is it intended to alter procedures outlined in the Critical incident post procedure. It is intended to provide a mechanism to assess an employees' mental and emotional ability to perform the essential job functions of a peace officer.

PROCEDURE

1. Any supervisor observing circumstances indicating that the emotional or mental fitness of an employee may be in question should meet with the employee if to do so will not aggravate the situation. If the meeting does not relieve the supervisor's concern, or no meetings are conducted, the supervisor shall prepare a written report and contact his or her division Commander. All information shall be forwarded to the Support Services Chief Deputy.
2. In circumstances where an employee's conduct directly threatens safety, the supervisor may immediately relieve the employee from duty. In other cases an employee may be relieved from duty or reassigned as necessary for public safety or the efficient operation of the department pending completion of an evaluation.
3. The Support Services Chief Deputy shall make a determination whether a fitness for duty evaluation is warranted. If an examination is warranted it shall be scheduled for the earliest opportunity.
4. The employee will be provided a written order to include:
 - A. A brief description of the reasons for the evaluation.
 - B. The date, time and place of the examination.
 - C. The name of the evaluator.

- D. A directive to cooperate with all requests of the Psychologists or their staff and to completely and honestly answer any questions posed.
- E. A statement that the evaluation is confidential between the employee and the evaluator to the extent required by law. The Evaluator will release limited information to the department and the employee may authorize the release of additional information.
- F. Advisement that a release of information document will be provided by the psychologist at the first appointment. Signing this document will authorize the evaluator to provide additional information, beyond that authorized by law, to the department. The employee should be prepared to make an informed decision as to whether or not to sign the document at the first appointment. No adverse action will be taken against the employee for electing not to sign the release document.

Evaluators:

1. Psychological Fitness for Duty Evaluators will meet the following criteria:
 - A. Licensed psychologist with at least 5 years experience in the diagnosis and treatment of mental disorders.
 - B. Possess training and background in psychological test interpretation and law enforcement psychological assessment techniques.
 - C. Must be familiar with the literature in police psychology and the essential job functions of a peace officer.
 - D. Have knowledge of case law and other legal requirements related to employment and personnel practices.
 - E. Have devoted a part of his or her practice to police psychology or worked under the supervision of a police psychologist.
 - F. Be prepared by training and experience to qualify as an expert for any proceeding that might arise from the evaluation.
2. The department shall maintain a list of pre-qualified outside providers to perform evaluations on a contract basis.

3. The department will select a provider from the list in rotation based on reasonable availability.
4. In an effort to eliminate any appearance of conflict or bias, any psychologist who has treated, counseled or completed a prior fitness for duty on the subject officer will be skipped in rotation.
5. The department psychologist shall coordinate scheduling, provide appropriate information and receive reports from the designated providers.
6. All statements made to the evaluator shall be considered compelled and shall not be used in a criminal or civil proceeding unless provided by law.

Additional Provisions:

1. Refusal to comply with the order or any of its parts or with reasonable requests by the evaluator shall be deemed insubordination and shall be grounds for disciplinary action up to and including termination.
2. In order to protect the report from unauthorized use or disclosure, reports shall be maintained in a separate file in the custody of the department psychologist. Employees may review the information received by the department from the provider and used to make the fitness determination. Such review shall be by appointment with the department psychologist to ensure accurate interpretation of the report.
3. The report may only be used or disclosed in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.
4. Nothing in this policy shall restrict the ability of the department to order further evaluation, performed by a psychiatrist meeting the above criteria, in cases where the primary evaluation is inconclusive or where deemed necessary for further administrative proceedings.

Appendix B Assignment Bonus - Allocations

| BU | Pos # | Deputy 550 | Sr Deputy 1057 | Sergeant 1780 |
|--------------------------------|-------|---------------|-------------------|------------------|
| 4010 East County | | | | |
| EC Investigations Major Crimes | 1125 | | 7.5% | |
| | 1217 | | 7.5% | |
| | 1463 | | 7.5% | |
| Thousand Oaks Major Crimes | 1151 | | 7.5% | |
| | 1169 | | 7.5% | |
| Major Crimes | 1272 | | | 7.5% |
| | 1680 | | | 7.5% |
| TO Traffic Investigations | 1159 | | 7.5% | |
| 4016 Major Crimes | | | | |
| Major Crimes | 1453 | | 7.5% | |
| | 1456 | | 7.5% | |
| | 1461 | | 7.5% | |
| | 1462 | | 7.5% | |
| | 1465 | | 7.5% | |
| | 1538 | | 7.5% | |
| | 1555 | | 7.5% | |
| | 1561 | | 7.5% | |
| | 9101 | | 7.5% | |
| | 21245 | | 7.5% | |
| | 21708 | | 7.5% | |
| | 22457 | | 7.5% | |
| | 1500 | | | 7.5% |
| | 1503 | | | 7.5% |
| | 1504 | | | 7.5% |
| 1505 | | | 7.5% | |
| 22228 | | | 7.5% | |
| 22458 | | | 7.5% | |
| 22459 | | | 7.5% | |
| Arson/Bomb | 09002 | | | 7.5% |

Appendix C Assignment Bonus - Allocations

| BU | | Pos # | Deputy 550 | Sr Deputy 1057 | Sergeant 1780 |
|-------------|------------------------------------|-------|---------------|-------------------|------------------|
| 4002 | Administration | | | | |
| | CCW Investigators | 23020 | | 5.0% | |
| 4004 | Support Services | | | | |
| | Personnel/Background Investigators | 1077 | | 5.0% | |
| | | 20058 | | 5.0% | |
| | | 21489 | | 5.0% | |
| | Background Investigator Supervisor | 1754 | | | 5.0% |
| | Internal Affairs Investigators | 1075 | | | 5.0% |
| | | 1078 | | | 5.0% |
| | | 20287 | | | 5.0% |
| | | 22927 | | | 5.0% |
| | Narcotics | 01590 | | | 5.0% |
| 4010 | East County | | | | |
| | MP City/Investigations | 1123 | | 5.0% | |
| | | 22382 | | 5.0% | |
| | MP F Area | 8713 | | | 5.0% |
| | TO Investigations | 1224 | 5.0% | | |
| | | 22751 | 5.0% | | |
| | | 1148 | | 5.0% | |
| | | 1163 | | 5.0% | |
| | | 1172 | | 5.0% | |
| | | 1203 | | 5.0% | |
| | | 1204 | | 5.0% | |
| | | 1208 | | 5.0% | |
| | | 1225 | | 5.0% | |
| | | 1464 | | 5.0% | |
| | | 8712 | | 5.0% | |
| | | 8852 | | 5.0% | |
| | | 22379 | | 5.0% | |
| | | 1270 | | | 5.0% |
| | | 1272 | | | 5.0% |
| | EC Investigations | 1141 | | 5.0% | |
| 4012 | Central Patrol | | | | |
| | Camarillo City Investigations | 1291 | 5.0% | | |
| | | 1347 | | 5.0% | |

1353 5.0%
 1366 5.0%

| BU | Pos # | Deputy | Sr Deputy | Sergeant |
|----------------------------------|--------------|---------------|------------------|-----------------|
| | 1376 | | 5.0% | |
| | 8592 | | | 5.0% |
| Camarillo County Investigations | 1365 | 5.0% | | |
| 4014 West County Patrol | | | | |
| A Area - Ojai | 1315 | | 5.0% | |
| | 8573 | | 5.0% | |
| B Area - Fillmore | 1358 | | 5.0% | |
| | 1382 | | 5.0% | |
| D Area | 1316 | | 5.0% | |
| | 1332 | | 5.0% | |
| 4016 Major Crimes | | | | |
| Intelligence | 1467 | | 5.0% | |
| | 9102 | | 5.0% | |
| | 20123 | | 5.0% | |
| | 20124 | | 5.0% | |
| | 22200 | | 5.0% | |
| | 22208 | | 5.0% | |
| | 1497 | | | 5.0% |
| Special Investigations/Narcotics | 1450 | | 5.0% | |
| | 1469 | | 5.0% | |
| | 1470 | | 5.0% | |
| | 1472 | | 5.0% | |
| | 1478 | | 5.0% | |
| | 1522 | | 5.0% | |
| | 1572 | | 5.0% | |
| | 8154 | | 5.0% | |
| | 20121 | | 5.0% | |
| | 20122 | | 5.0% | |
| | 22227 | | 5.0% | |
| | 1495 | | | 5.0% |
| | 1499 | | | 5.0% |
| | 20281 | | | 5.0% |
| | 22460 | | | 5.0% |