

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

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the County of Ventura ("County") and the Ventura County Deputy Sheriffs' Association ("VCDSA") which sets forth the terms and conditions of employment of all employees of the County represented by VCDSA for the period between April 30, 2021 through July 26, 2024.

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

- 1. Revise Article 6, "Assignment Pay", Section 603, as follows effective November 12, 2023; and Strike Appendix B and C (Assignment Bonus Allocations) from the MOA:**

Sec. 603 ASSIGNMENT PAY: All VCDSA represented employees assigned by the Sheriff, or his/her designee, to the Sheriff's Major Crimes Unit or and as 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 and employees assigned to the Major Crimes Unit 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.

2. Revise Article 30, "Grievance Procedure," as follows effective November 07, 2023:

Sec. 3011 GRIEVANCE REMEDIES (NEW): Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in section 3006, above, or from the ensuing arbitration, as set forth in section 3007, above, including any back pay or benefits, shall be limited to 240 days from the date the formal written grievance is filed at Step 1, as set forth in section 3006(B)(1), above.

3. Revise Article 36, "Employee Incentive Programs," as follows effective November 07, 2023:

Article 36
EMPLOYEE INCENTIVE PROGRAMS

Sec. 3603 ACADEMY COMPLETE NEW HIRE INCENTIVE: Upon the Sheriff's recommendation and with the approval of the CEO or his/her designee, an employee who is newly hired into the job classification of Deputy Sheriff may receive a one-time Academy Complete New Hire Incentive of up to \$10,000. The Sheriff must request and the CEO must approve the Academy Complete New Hire Incentive prior to the posting of the recruitment. For purposes of this provision, "Academy Complete New Hire" means the employee is appointed from an open competitive recruitment, possesses a current and valid Certificate of Achievement demonstrating successful completion of a Basic Law Enforcement Academy that satisfies all the State of California Peace Officer Standards and Training requirements, but is not currently employed as a peace officer in accordance with government code section 1031 and 1031.5 by a California law enforcement agency, .

The incentive will be paid within two (2) pay periods of the employee passing the following thresholds:

- Up to \$5,000 at time of appointment; and
- Up to \$5,000 at the end of the probationary period as specified in Article 18 of this Agreement.

The Academy Complete New Hire Incentive payment is subject to state and federal taxes, as well as any applicable payroll deductions.

Payment of the Academy Complete New Hire Incentive shall count toward the 80 total new hire incentive payments permitted in each

fiscal year. For example, if a combined total of 75 Pre-Service and Lateral Hire incentive payments are made in FY 2021-22, only 5 Academy Complete Incentive payments may be made in the same fiscal year for a total of 80 total new hire incentive payments.

Subsequent to the aforementioned recommendation and approval, to be eligible to receive the Academy Complete New Hire Incentive, the employee must sign a written agreement, acknowledging and agreeing to the repayment stipulations including paycheck deductions for repayment of the Academy Complete New Hire Incentive.

An employee who receives the Academy Complete New Hire Incentive must maintain employment within the County of Ventura Sheriff's Office for a minimum of 4,160 compensable hours from the date of hire. If the employee is unable to satisfy the 4,160-hour requirement due to voluntary or involuntary separation, the employee is responsible for re-payment as follows:

<u>Compensable Hours Completed</u>	<u>Repayment Amount</u>
<u>Within the probationary period</u>	<u>\$5,000</u>
<u>After probation period but before 4,160 compensable hours.</u>	<u>\$5,000</u>

If the employee fails to remain employed by the Sheriff's Office to satisfy the 4,160-hour compensable service requirement due to death or an injury or illness that, as determined by the County, permanently incapacitates the employee from performing the essential duties of the position, the County may in its sole discretion waive all or part of the liability owed by the employee. Any such waiver must be approved in writing by the Sheriff and the CEO or designee.

4. Revise Article 22, "Additional Employee Benefits," as follows effective November 12, 2023:

Sec. 2210 FIELD TRAINING OFFICER & JAIL TRAINING OFFICER BONUS: Employees in the classification of Deputy Sheriff (Job code 00550) and Senior Deputy Sheriff (Job code 01057) who are designated as Field Training Officers (FTOs) or Jail Training Officers (JTOs) shall receive fifty dollars (\$50) 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.

Agreed to this 20th day of October, 2023, by:

FOR THE COUNTY:

Handwritten signature of Shawn Atin in blue ink.

Shawn Atin
Assistant County Executive Officer/
Director of Human Resources

FOR VCDSA:

Handwritten signature of Nick Odenath in blue ink.

Nick Odenath
President