

Agreement No. 2016-019

City Council Approved: 05-16-16

**CITY OF VENTURA**

**AND**

**VENTURA POLICE OFFICERS' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**January 1, 2016 – June 30, 2018**

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## **MEMORANDUM OF UNDERSTANDING**

### **CITY OF SAN BUENAVENTURA VENTURA POLICE OFFICERS' ASSOCIATION**

**January 1, 2016 – June 30, 2018**

This Memorandum of Understanding is entered into between the City of San Buenaventura, California, and the duly authorized representatives of the Ventura Police Officers' Association, an employee organization formally recognized by the City of San Buenaventura to represent employees in the unit of representation comprised of Police Officers, Corporals and Sergeants. This agreement describes wages, hours and other terms and conditions of employment of employees in this unit of representation.

#### **ARTICLE 1 - RATIFICATION**

It is agreed that this Memorandum of Understanding is of no force or effect until duly ratified by the membership of the Association and approved by the City Council of the City of San Buenaventura. Each party shall use its best effort to cause such ratification and approval to occur. Following approval by the City Council, the terms of this agreement shall be implemented by appropriate ordinance, resolution or other official action.

#### **ARTICLE 2 - RIGHTS**

- A. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage municipal services and work force performing those services in all respects, subject to this Memorandum.
- B. The City Manager and Police Chief have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments, to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action consistent with legal requirements, to relieve its employees from duty because of lack of work or for other legitimate reasons in accordance with applicable City procedures, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign

work and overtime, and to otherwise act in the interest of efficient service to the community.

- D. Designated representatives of the Association shall be entitled to use up to a combined total of 100 hours of Association leave per contract year for the purpose of conducting Association business. Such time is in addition to time spent in meet and confer sessions with City representatives and is subject to reasonable advance notice to the Police Chief or his designee and subject to departmental organizational needs. Such time shall be used in units of no less than (4) hours per person.

### **ARTICLE 3 - NO STRIKE/LOCKOUT**

The Association agrees that it shall not condone, counsel or participate in a strike, work stoppage, "sickout," or other refusal to perform work, nor picketing in support thereof, nor shall unit employees engage in any such actions for the term of the Memorandum and as long as either party is legally bound to comply with any of its terms; and the City agrees that it will engage in no lockouts.

### **ARTICLE 4 - WAGES**

- A. Effective the first day of the first full pay period following adoption of this MOU, the salary ranges and base pay for employees shall be increased by 2.25%.
- B. Employees on the payroll as of the adoption of this MOU will receive a \$1,500 one-time, off-schedule lump sum payment.
- C. Effective the first day of the first full pay period in January 2017, the salary ranges and base pay for employees will be increased by 2.25%.
- D. Direct Deposit: All unit members will have bi-weekly checks paid via direct deposit to an approved banking institution.

### **ARTICLE 5 - CALLBACK PAY**

Unit employees covered by this Memorandum of Understanding who are required to report for duty (including the obligation to establish firearms qualification status) or are required to report to court during an off-duty period shall be compensated at the overtime rate for a minimum of 3 hours at time-and-one-half (4.5 hours at straight time) unless that callback time or court appearance should fall within one-half hour after the individual's regular work schedule or one (1) hour before the individual's regular work schedule, in which case compensation would be at one-and-one-half times the regular rate of pay for that given period only.

Unit members called back to duty (including scheduled and unscheduled duty for court, meetings, and other assignments) within 2 hours of the conclusion of an earlier call back assignment will be compensated as if there had not been a break in assignments. Any call back that occurs 2 hours or more after the conclusion of the previous call back will be considered a separate call back, and subject to a minimum of 3 hours of pay at the overtime rate.

Unit members will have in place a method whereby the police department can leave a message and/or contact them by phone on a 24-hour basis. It will be the responsibility of the individual officer to return all phone calls to the police department as soon as practicable after receiving the call, page or message. If the calls are of short duration and considered de minimus under the FLSA, time spent by unit members receiving and returning telephone calls from the police department, will not be considered time worked and therefore are not compensable.

#### **ARTICLE 6 - STANDBY**

Unit employees who are required to keep themselves on-call and available for call-out during their scheduled off-duty hours shall be required to arrive as soon as possible--not to exceed one hour--at the designated location. Unit employees who remain on standby as described above and who are not called out shall be compensated as follows:

- A. Forty dollars (\$40.00) per standby shift occurring during off-duty hours of a regularly scheduled duty day, as reflected on the "Departmental Duty Schedule."
- B. One hundred dollars (\$100.00) per standby shift on days specified on the "Departmental Duty Schedule" as off-duty days, or the first day of the duty week when assigned to a shift that begins after 1600 hours, including authorized leaves of absence that had been regularly scheduled as such in advance.
- C. If a unit employee is called off of a mandatory court appearance anytime on the day of the scheduled appearance, the employee shall be entitled to standby pay in accordance with A & B above.

The City agrees to provide a personal communication device to each unit member in accordance with the City's Administrative Policy. Such standby time is sufficiently uncontrolled so that all hours of such standby shall not be considered hours worked under the FLSA. The policies and procedures regarding standby are contained in the City of Ventura Police Department Manual.

#### **ARTICLE 7 – OVERTIME**

Unit members shall be eligible for overtime compensation at the rate of not less than time-and-one-half their hourly rate of pay.

All time worked by any represented employee outside of regularly scheduled work hours shall be compensated at the rate of one and one-half times his or her "regular rate of pay" as defined in the Fair Labor Standards Act (FLSA). The foregoing provision shall not apply when the bargaining unit employee and the employee's supervisor agree that if the employee works in excess of the regular work shift, the employee may take off an amount of time equal to the hours worked in excess of the shift on another day within the designated work period without incurring overtime.

Overtime may be taken as compensatory time or cash payment in accordance with the regulations of the Fair Labor Standards Act. Compensatory time may be accrued up to a maximum of sixty (60) hours and any overtime earned above such accrued 60 hour

compensatory time credit shall be in the form of a cash payment. Work performed by canine handlers at home in the care, grooming, and feeding of their assigned canines shall not be overtime as herein defined.

Compensatory time must have supervisor approval prior to being used.

Unit employees who are scheduled to work and work four hours or more of their shift on the Thanksgiving, Christmas and New Year's holidays shall, in total compensation for such work and holiday benefit, receive compensation at time-and-one-half of their base hourly rate for their entire work shift or shifts. For example, if an individual's 12 hour work shift commenced at 1800 hours (6 p.m.) on Christmas Eve and ended at 0630 hours (6:30 a.m.) on Christmas Day, that individual would receive the time and one-half premium compensation for the entire shift. If that same individual was scheduled to begin his or her next shift at 1800 hours (6 p.m.) on Christmas Day, which shift concluded at 0630 hours (6:30 a.m.) on December 26<sup>th</sup>, that individual would also receive the time and one-half compensation for that entire shift as well. In addition, unit employees who are assigned to full time specialty assignments and who are required to report to work on the July 4<sup>th</sup> Holiday to provide enhanced patrol/special event services, shall be compensated at time and one-half of their hourly base rate of pay for their entire shift.

#### Safety Time

Employees shall be allowed safety time if an involuntary overtime assignment occurs under one of the following circumstances

##### Scenario 1:

Except in the case of an emergency or other unusual circumstance, whenever an involuntary overtime assignment begins within three and one-half (3.5) hours after the employee completed his/her regularly scheduled work shift the employee shall not be required to commence a consecutive work shift until eight (8) hours after the conclusion of the involuntary overtime assignment. The employee shall not be required to extend that regularly scheduled shift as a result of the delay in commencing it and shall be paid for the entire shift as if he/she had started the work at the scheduled starting time. Employees may not sign up for voluntary overtime that would likely require the need for safety time without the prior approval of their supervisor.

##### Scenario 2:

Except in the case of an emergency or other unusual circumstance, whenever an involuntary overtime assignment/call-out lasts for four hours or more, the employee shall not be required to commence a consecutive work shift until seven (7) hours after the conclusion of the involuntary overtime assignment. The employee shall not be required to extend that regularly scheduled shift as a result of the delay in commencing it and shall be paid for the entire shift as if he/she had started the work at the scheduled starting time. Employees may not sign up for voluntary overtime that would likely require the need for safety time without the prior approval of their supervisor. Scenario 2 does not apply to mandatory court appearances.

## **ARTICLE 8 - EDUCATIONAL INCENTIVE & POST CERTIFICATE**

Unit employees will be eligible for the Educational Incentive following 12 months of cumulative service as a sworn Police Officer. Police Officers who have met the cumulative service requirement shall immediately receive an additional 5% above base pay on the pay period after providing the City proof of an A.A. or A.S. degree, or Intermediate P.O.S.T. Certificate. Police Officers who have met the cumulative service requirement shall immediately receive an additional 5% (10.24% compounded) on the pay period after providing the City with proof of a B.A. or B.S. degree, or Advanced P.O.S.T. Certificate.

Police Officers who possess an Intermediate P.O.S.T. or Advanced P.O.S.T. Certificate and who also possess an A.A./A.S or B.A./B.S. degree cannot receive payment for both the P.O.S.T. Certificate and educational incentive pay for a degree.

Police Officers who have a combination of a degree and a P.O.S.T. Certificate shall be paid at the higher of either the educational incentive pay (for the degree) or the certification pay (for the P.O.S.T. Certificate), and not the cumulative total for a combination of both.

Police Corporals and Police Sergeants shall receive an additional 2.5% above base pay on the pay period after providing the City with proof of an A.A./A.S. degree and 5.0% on the pay period after providing the City with proof of a B.A./B.S. degree.

## **ARTICLE 9 - SPECIAL DUTY PAY: MOTORS, CANINE HANDLERS, BILINGUAL**

Motors: A police officer regularly assigned to duty riding a motorcycle shall be paid \$50.00 per pay period in addition to their base pay for periods they are so assigned.

Canine: Time spent by a canine handler at home in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at minimum wage. It is understood that canine handlers normally spend 6 hours per work period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 6 hours per work period. Such hours worked shall not be interpreted to be: 1) shift extension; 2) callback to work, or 3) scheduled work performed in excess of the regular work shift for overtime purposes.

Bilingual: The City agrees to pay \$50.00 per pay period to unit members who demonstrate proficiency in a second language in accordance with the City's Administrative Policy or Department directive.

Field Training Officer (FTO): Unit members at the rank of Police Officer who are designated as Field Training Officers will receive 5% additional pay while actively training.

There shall be no special assignment pay except as expressly provided in this Article.

## **ARTICLE 10 - WORKING OUT OF CLASS**

When any employee is required to work in a higher classification to fill a temporary vacancy, said employee shall be compensated at a rate that is at least 5% higher than the salary she/he was receiving before the assignment, providing that the employee serves in a higher classification for more than 14 consecutive calendar days.

If the employee's anniversary date comes due while the employee is serving in the higher classification, s/he shall receive the next step in the salary range established for that classification. When the employee is reinstated to his/her old classification, s/he shall be paid in the next step s/he would have received prior to the temporary appointment.

## **ARTICLE 11 - CLOTHING ALLOWANCE**

The City will continue to furnish all uniforms and equipment for uniformed personnel and all equipment for non-uniformed personnel. In addition the City agrees to compensate unit employees five hundred fifty dollars (\$550.00) per year payable in 26 bi-weekly installments of \$21.15. Such allowance is provided for the cleaning, maintaining, and repairing, and in the case of plainclothes assignments, the wear and tear of the prescribed items of clothing worn on duty.

## **ARTICLE 12 - MEDICAL, LIFE, DENTAL & VISION INSURANCE & OPTIONAL BENEFIT**

When an employee is initially hired, the employee shall designate how he/she wishes to utilize the City's insurance contributions (for medical and/or dental insurance). If the employee's insurance choices exceed the City's maximum contribution (Sections A and B below), the employee will pay the difference through payroll deduction, on a pre-tax basis to the extent permitted by law.

The employee's insurance designation at the time of hire, or annually during open enrollment, will remain in effect during the plan year. All employees will be required to re-elect their medical and dental plan enrollments, and certify eligible dependents via the City's benefit website during the City's annual open enrollment period. Qualifying mid-year life event changes to medical plan enrollment (e.g., birth of child, adoption, marriage, divorce, etc.) can be requested on the City's benefit website outside of the annual open enrollment period with required documentation. Employees may elect to waive the City's medical insurance plans, by providing the City, annually, with proof of alternate group insurance coverage (e.g., spouse's employer group medical insurance plan) as required by the City.

- A. **Medical/Dental.** The City shall contribute semi-monthly per active unit member up to the designated amounts listed in the chart below for the City's group medical and dental insurance coverage. The exact amount of the City contribution per member will depend on the insurance coverage selected by the employee under the medical insurance plan. There is no cash payment for unused medical-dental dollars.

Maximum Medical/Dental	Employee Only		Employee + One		Family	
	Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Semi-Monthly
Current	\$225.00	\$112.50	\$225.00	\$112.50	\$225.00	\$112.50
First full pay period following MOU adoption or as soon as practicable thereafter	\$225.00	\$112.50	\$353.00	\$176.50	\$578.00	\$289.00
2017 Plan Year	\$225.00	\$112.50	\$530.00	\$265.00	\$867.00	\$433.50
2018 Plan Year	\$225.00	\$112.50	\$635.00	\$317.50	\$1040.00	\$520.00

- B. **Optional Benefit.** The City agrees to provide \$231 semi-monthly (\$462 per month) per employee as part of an optional benefit program. The purpose of the optional benefit program is to provide money toward medical/dental insurance coverage for employees and their eligible dependents to pay for medical/dental premium costs under the City's group insurance program. Any amount accrued and not used to cover insurance premium costs shall be paid as cash (except as indicated in the paragraph below) on a semi-monthly basis (24 pay periods per year). This cash benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

Employees hired after the date of the adoption of this MOU, who elect to waive the City's medical insurance coverage by providing proof of alternate group insurance coverage, shall not be eligible to receive a cash payment of unused optional benefit dollars.

- C. The City agrees to provide and pay for a \$10,000 basic term life insurance policy for each employee and dependent life insurance of \$2,000 for each eligible dependent as defined under the City's life insurance contract.
- D. The City agrees to pay the cost of vision insurance for employees and eligible dependents.
- E. Unit members will be eligible to participate in the City's I.R.S. Section 125 'salary conversion program' effective plan year 2004, which allows individuals to allocate 'pre-tax dollars' to pay for non-reimbursed medical expenses or dependent child care expenses. Unit members who wish to participate agree to abide by the City program rules and pay for the administrative fee charged by a third-party administrator contracted by the City to manage these medical/dependent care reimbursements.
- F. The City may reopen the issue of medical insurance if there is a reasonable basis to conclude that the City may be subjected to penalties under the Affordable Care Act.

## **ARTICLE 13 - OPTIONAL BENEFIT PROGRAM**

(This Article has been incorporated into Article 12.)

## **ARTICLE 14 - HOLIDAY ACCRUAL AND PAYOUT**

- A. Effective pay period one (first pay period with a pay date in January), unit members will receive a bank of 120 holiday hours for the payroll calendar year (equivalent to a bi-weekly accrual of 4.6154 hours per pay period). Employees hired after pay period one will receive a pro-rated amount. These hours are in recognition of the following City-designated holidays:
- New Year's Day
  - Martin Luther King, Jr. Day
  - President's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veteran's Day
  - Thanksgiving Day
  - Day After Thanksgiving
  - Christmas Day
- B. Employees who have not used all of the holiday leave hours in a calendar year may receive up to 120 hours holiday leave in the form of a cash payout no later than December 15 of each year. Holiday hours will be paid out at the employee's base hourly rate of pay and shall include the employee's educational incentive or POST pay if applicable per Article 8, Educational Incentive & POST Certificate.
- C. Separating employee will receive a pro-rata cash-out of holiday leave hours equivalent to 4.6154 hours per pay period up to and including the pay period in which the employee separates from City employment. The dollar value of any holiday hours used in excess of the pro-rata bi-weekly accrual will be deducted from the employee's final payout check, calculated at his/her hourly rate of pay at the time of separation.

## **ARTICLE 15 – PERSONAL LEAVE**

- A. Effective pay period one of each year (first pay period with a pay date in January), the City will credit each active unit member with 35 hours of personal leave, subject to sections B, C and D below. Personal leave will be available in an employee's personal leave bank beginning with Pay Period one, through the last pay period of the year (last pay period with a pay date in December).
- B. All personal leave hours must be utilized by the last pay period with a pay date in December of each year. There shall be no carry over of any personal leave hours beyond this time period. This leave time has no cash value and thus, no payment for unused personal leave hours shall be made.

- C. Use of personal leave is subject to the needs of the Department, as determined by the Chief of Police, and must have supervisor approval prior to being used. That said, the Department and unit employees shall work collectively to schedule Personal Leave at times that are desirable for the employees and consistent with the needs of the Department.
- D. New employees will be credited with a prorated amount of personal leave hours according to the table below:

Proration of Personal Leave Hours

<u>Date Hired</u>	<u>Hours</u>
Pay period 1 – Feb. 29	35
March 1 – April 30	29
May 1 – June 30	23
July 1 – August 31	17
Sept. 1 – Oct. 31	11
Nov. 1 – Nov. 30	5
Dec. 1 – last pay period paid in Dec.	0

**ARTICLE 16 - VACATION LEAVE**

- A. Vacation shall be accrued semi-monthly in hourly amounts according to the following schedule:

<b>Years of Service</b>	<b>Hours Accrued Semi-monthly</b>	<b>Hours Accrued Per Year</b>	<b>Payout Hours Maximum</b>	<b>Use Hours Maximum</b>
Less than 3	3.33	80	200	320
3 but less than 5	4.00	96	216	336
5 but less than 7	4.33	104	224	344
7 but less than 10	4.67	112	232	352
10 but less than 13	5.00	120	240	360
13 but less than 15	6.00	144	264	384
15 or more	6.67	160	280	400

NOTE: Although employees are encouraged to use vacation time yearly, for purposes of payout upon separation it may be accrued to a maximum as noted above in accordance with years of service, subject to the conditions listed in this Memorandum of Understanding. For purposes of use, it may be accrued to a maximum as noted above.

- B. Scheduling of Vacation Leave shall be subject to the following conditions:
  1. Scheduling shall be subject to the primary needs of overall Department operations as determined by the Chief of Police.
  2. Subject to 1 above, employees may use leave time in increments of no less than one (1) hour after such time has been earned and accrued.

3. Subject to supervisory approval, an employee will be eligible to use accrued vacation leave after serving 6 months of cumulative service as a sworn police officer.

C. Effective December 31, 2017, payout maximums will be equal to use maximums.

#### **ARTICLE 17 - SICK LEAVE ACCRUAL**

Accrual shall be based on four (4) hours semi-monthly (eight (8) hours per month) to a maximum of 1,440 hours.

#### **ARTICLE 18 - SICK LEAVE PAYOUT/CONVERSION**

All employees covered by this Memorandum of Understanding after 10 years of City service shall be eligible to receive a payment for their accrued sick leave upon resignation, retirement or, in the case of death, to the member's beneficiary. Payment amounts shall be made in accordance with the schedule and provisions outlined in subsections A and B below.

No payment shall be made to an employee who is discharged for cause or as a result of violation of a Last Chance Agreement. In the event a member is retired on disability from City service, such member shall receive the payout provided hereunder in full liquidation of the member's accumulated sick leave and in lieu of any other sick leave benefits unless the Government Code preempts the liquidation of such leave.

- A. An employee who separates after the completion of 10 years but less than 20 years of service shall be eligible to receive an amount equivalent to 2.5% of his/her accrued sick leave up to a maximum of 1440 hours for each completed year of service.
- B. An employee who separates after completing 20 years or more of service shall be eligible to receive an amount equivalent to 3% of his/her accrued sick leave up to a maximum of 1440 hours for each completed year of service, not to exceed 75%. (For example: An employee who separates after completing 21 years of service shall receive 63% of his/her accrued sick leave up to 1440 hours)
- C. It is agreed that employees shall receive sick leave payouts in cash.
- D. Unit members who have accrued at least 800 hours of sick leave as of November 1 of the prior year may convert up to one-half of their unused annual sick leave to vacation leave each year, provided that as of the beginning of the pay period following November 1 of each year the employee has room in his/her vacation balance to allow conversion from sick leave to the vacation balance. If the employee's vacation balance is at the maximum allowable as of that pay period, no conversion will take place. (Maximum conversion to be 48 hours/year.)

## **ARTICLE 19 - RETIREMENT**

### **A. Retirement Benefit Levels**

1. Employees hired before July 24, 2011
  - a. Employees will be provided with the 3%@50 service retirement formula;
  - b. The retirement allowance will be computed on the highest one (1) year of final compensation.
2. Employees hired on or after July 24, 2011 and prior to January 1, 2013, and for employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA):
  - a. Employees will be provided with the 3%@55 service retirement formula;
  - b. The retirement allowance will be computed on the highest one (1) year of final compensation.
3. Employees hired on or after January 1, 2013 who are considered "New Members" within the meaning of PEPRA:
  - a. Employees will be provided with the 2.7%@57 service retirement formula;
  - b. The retirement allowance will be computed on the average of the employee's highest three (3) consecutive years of compensation.

B. The City's contract with PERS will include the Fourth Level of 1959 Survivor Benefits for local safety plan members (Section 21574).

### **C. Retirement Contributions**

1. Employees hired before January 1, 2013, and employees hired on or after January 1, 2013 who are considered "Classic Members" of CalPERS within the meaning of PEPRA:
  - a. The City will pay 4.5% of the employee's compensation earnable as Employer Paid Member Contributions and report the same percent (value) of compensation earnable pursuant to Government Code Section 20636 (c)(4). Employees will pay the other 4.5% of the members' contribution.
  - b. Employees will pay 4.5% of the employer's share of retirement pursuant to Government Code section 20516.

2. Employees hired on or after January 1, 2013 who are considered “New Members” within the meaning of PEPRA:
  - a. In accordance with Government Code section 7522.30 employees will pay at least 50 percent (50%) of the normal cost rate for the retirement formula. The City will not pay any portion of the employee’s contribution.

**ARTICLE 20 - TUITION REIMBURSEMENT**

After a unit member has served 12 months of cumulative service as a Sworn Police Officer the employee will be eligible to participate in this program. The City will pay the full cost of tuition and books for eligible employees covered by this MOU up to the maximum amount specified in the City Administrative Policy. Administration of the tuition reimbursement program will be in accordance with City Administrative Policy.

The City reserves the right to amend or delete such policy at any time. Prior to any amendments and/or deletions the City will notify the unit and provide an opportunity to meet and discuss such amendments and/or deletions before implementation.

**ARTICLE 21 - POLICE VEHICLES**

K-9 officers who do not take home a police vehicle are entitled to one car wash per week.

The Police Chief may, at his sole discretion, authorize bargaining unit members to take home unmarked vehicles under special circumstances, such as when on-call.

**ARTICLE 22 - GRIEVANCE PROCEDURE**

A. Purpose of Rule

1. To settle the disagreement at the employee supervisor level informally, if possible.
2. To provide an orderly procedure to handle the grievance through each level of supervision, if necessary, with final decision being vested in the City Manager.
3. To resolve the grievance as quickly as possible.
4. To correct, if possible, the cause of the grievance to prevent future similar grievances.
5. To provide for the development of a two-way system of communication by making it possible for all levels of supervision to hear such problems, complaints and questions raised by employees.
6. To reduce the number of grievances by allowing them to be expressed, and thereby adjusted and eliminated.

7. To promote harmonious relations generally among employees, supervisors and the administrative staff.

8. To ensure fair and equitable treatment of all employees.

B. Matters Subject to Grievance Procedure

Any employee of the City within the Competitive Service shall have the right to grieve under this provision any misinterpretation or misapplication of a specific provision of the written Personnel Rules and Regulations or Memorandum of Understanding. The Association on its own behalf may file a grievance for alleged MOU violations. Minor disciplinary actions that are not subject to the appeal process as covered in Rule XIV - Appeals may be grieved by an employee through the formal steps of the grievance procedure and must be submitted to the level in the chain of command above the supervisor who issued the discipline.

C. Informal Grievance Procedure

An employee who has a grievance should discuss the matter with his immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or twenty (20) days after the grievant knew or reasonably should have known about the act or omission, whichever is later. If the employee is not in agreement with the decision reached through discussion through the informal procedure, he shall then have the right to file a formal grievance in writing within seven (7) calendar days after the informal discussion with his immediate supervisor.

The written formal grievance shall contain:

1. Employee name, classification and department.
2. Name of representative, if any.
3. Statement of grievance giving:
  - a. Date and time of action being aggrieved.
  - b. Circumstances of grievance.
4. Specific provision of the Employer-Employee Relations Resolution, Personnel Rules, or MOU being violated.
5. Desired resolution of grievance.
6. Signature of aggrieved employee and date.
7. Signature of representative, if any.

D. Formal Grievance Procedure. Levels of review through chain of command.

1. First Level of Review:

The grievance shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return them to the employee within seven (7) calendar days after receiving the grievance. If the employee does not agree with his supervisor's decision, or if no answer has been received within seven (7) calendar days, the employee may present the grievance in writing to his department head after notifying his supervisor. Failure of the employee to take further action within seven (7) calendar days after receipt of the written decision will constitute a dropping of the grievance.

2. Second Level of Review (Department):

The Department Head or his designee receiving the grievance should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The Department Head shall render his decision and comments in writing, and return them to the employee within seven (7) calendar days after receiving the grievance. If the employee does not agree with the decision reached, or if no answer has been received within seven (7) calendar days, he may present the grievance in writing to the City Manager. Failure of the employee to take further action within seven (7) calendar days after receipt of the Department Head's decision, will constitute a dropping of the grievance.

3. City Manager:

The City Manager receiving the grievance should discuss the grievance with the employee, his representative, if any, and with other appropriate persons. The City Manager may designate a fact finding committee, or officer not in the normal line of supervision, to advise him concerning the grievance. The City Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the City Manager shall be final.

E. Conduct of Grievance Procedure.

1. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.
2. The employee at his own expense may request the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review.
3. The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate department head in conferring about and presenting the grievance.

4. Consultation with the Human Resources Director may be made as it relates to clarification and interpretation of these Rules.
5. Employees shall be assured freedom from reprisal for using the grievance procedures.
6. Grievances brought by the Association shall be initiated at the second level of review within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or twenty (20) days after the grievant knew or reasonably should have known about the act or omission, whichever is later.

### **ARTICLE 23 - WORK SCHEDULE**

- A. Uniform Patrol Officers who are assigned to regular patrol shift are to work a 3/13 schedule. Uniform Patrol is defined as officers that work a regular rotating 24 hour, 7 day a week schedule in uniform and have as their primary duty responding to calls for service from the community. This covers Officers, Corporals, and Sergeants assigned to Operations and does not include uniformed specialized assignments such as Motors, School Resource, Special Enforcement Team and Patrol Task Force. Due to the configuration of the 3/13 system, members will work three 13-hour shifts per week and four 8-hour shifts and two 10-hour shifts within the year-long patrol staffing schedule resulting in 2080 regular hours worked annually.<sup>1</sup>

Uniformed Patrol Officers' meal break is included within their duty shift, provided they are assigned regular patrol duties including handling routine calls for service.

- B. Regular compensation for those officers working a 3/13 work schedule will be distributed equally over the 28-day FLSA designated 7(k) work period. Officers will receive compensation for 80 regular hours of work in a two (2) week pay period, even though they may actually work a schedule of 78 hours in one two-week period and 88 hours in the other two-week period (during the two 10-week training cycles), for a total of 166 hours. The intent of this modification is to provide for consistent wage disbursement for the 26 pay periods per year.
- C. Overtime under the 3/13 plan is defined as compensation for hours worked beyond the regularly scheduled shift, whether it be the 13 hour days, the one 8-hour day, or the one 10-hour day during the work period.
- D. The 3/13 plan can be terminated at any time, with or without reason, by the Chief of Police or by the Board of Directors of the Ventura Police Officers' Association provided that the change can only be accomplished after the parties have fully exhausted their obligation to meet and confer in good faith. If, following completion of that process, the

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<sup>1</sup> The configuration of the schedule is as follows; (1) three scheduled 13-hour shifts per workweek; (2) one scheduled 8-hour shift during each of the four 8-week training cycles per year; and (3) one 10-hour shift during the two 10-week training cycles per year. Training cycles consist of two 8-week training periods, followed by two 10-week training periods, followed by two 8-week training periods, for a total of 52 weeks each year.

City decides to unilaterally implement a result, the only options available to the City would be to continue the 3/13 work schedule or to return to the 3/12, or the 4/10 work schedule. (The 3/12 work schedule consists of twelve scheduled 12.5 hour shifts and one scheduled 10-hour shift in a four week, 28 day work period; the 4/10 work schedule consists of four (4) consecutive ten (10) hour workdays followed by three (3) consecutive days off in a seven (7) calendar day period.) The written revocation will take effect no sooner than seven (7) days nor longer than twenty-one (21) days after notification with consideration given to pay periods.

- E. Other bargaining unit members may be assigned to work schedules including, but not limited to, the 5/8, 9/80, or 4/10, and should be assured a “duty free” meal break that will be added to the 8, 9, or 10 hour day. The 5/8 work schedule will be limited to those unit members who are assigned to the SRO program, the Academy, TAC Officer positions, any task force, TTD or TMD. Meal breaks for unit members on the 5/8, 9/80 or 4/10 work schedules may be included at supervisory discretion within their designated shift provided that their assignment on any given day creates a likelihood that they will be required to respond to routine calls for service from the community. In the unusual circumstance that the employee is required to work through their meal break, then the regular duty period will be finished at the end of the 8, 9, or 10 hour day, minus the lunch period, with the approval of the employee’s supervisor.
- F. Except in cases of emergency, an employee’s work schedule cannot be changed without his/her consent unless he/she has been given at least 72 hours advance notice.

#### **ARTICLE 24 – WELLNESS PROGRAM**

At the request of the City, the parties shall meet to develop and implement a physical fitness/wellness program.

#### **ARTICLE 25– PROBATIONARY PERIODS**

Due to unique and lengthy training requirements, the probationary period for employees hired as Police Officer Trainees shall be a period of 18 months of actual service from the date the employee becomes a Sworn Peace Officer and is promoted to Police Officer. During this 18 months of actual service the probationer may be released at any time.

The probationary period for employees hired as Academy Trained Police Officers shall be a period of 18 months of actual service from the date the employee becomes a Sworn Peace Officer. During this 18 months of actual service the probationer may be released at any time.

The probationary period for employees hired as Lateral Police Officers shall be a period of one year of actual service from date of hire, during which time the probationer may be released at any time.

Upon completion of 12 months of cumulative service as a Sworn Police Officer, the probationer shall then be eligible to educational incentives and participate in the Tuition Reimbursement Program consistent with this MOU and City Administrative Policy.

## **ARTICLE 26 - DRUG AND ALCOHOL POLICY**

Unit members are covered by the provisions of the City's Drug and Alcohol Administrative Policy.

## **ARTICLE 27 – APPEALS FROM DISCIPLINARY ACTION**

Any employee who has satisfactorily completed his/her initial probationary period who has been terminated or demoted may request that his or her appeal be heard by a hearing officer in accordance with Section 3 of Rule XIV of the City's Personnel Rules and Regulations, under conditions where the decision of the Hearing Officer is binding on the City and the employee, subject to the right of either to secure judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

## **ARTICLE 28 – REDUCTIONS IN PAY**

Whenever the City seeks to impose discipline against an employee represented by the Association in the form of a reduction in pay, the City must proceed as if it was imposing a suspension without pay under conditions where the employee would not be absent from work during the period of the suspension. In other words, the reduction in pay would be in an amount equal to the amount of gross pay the City would have saved by imposing a suspension without pay but without losing the services of the employee for that period.

Once the dollar value of the reduction in pay that substitutes for the suspension has been ascertained, the employee will have the option either to pay that amount to the City in a lump sum payment or through payroll deduction in equal installments, with the amount of each installment to be at least five percent (5%) of the value of the reduction in pay.

For example, assume that the gross pay (excluding overtime compensation) of the affected employee is \$3,000 per pay period. If the City decides to equate the reduction in pay with a twenty (20) day (i.e., 160 hour) suspension with pay, the amount of the reduction in pay would be \$6,000. Under those conditions, the minimum payment by the employee to the City would be \$300 (five percent 5% of \$6,000).

If an employee separates employment with an unpaid balance, that amount shall be withheld from any money owed to the employee by the City at the time of separation.

## **ARTICLE 29 - TERM AND EFFECT**

- A. This Memorandum shall remain in full force and effect commencing January 1, 2016 through June 30, 2018.
- B. The Association recognizes that the City has fully met its obligations to meet and confer in good faith with it for the term hereof in regard to matters under the control of the City Council, City Manager and Police Chief.

- C. Except as provided in this agreement, all wages, hours, other compensation (including policies concerning the right to leaves of absence), disciplinary procedures, promotional procedures, lay-off procedures, and those other terms and conditions of employment within the legally required scope of representation of the Association which are set forth in prior Memorandum of Understanding and the City Personnel Rules, enjoyed by unit employees at the time of the execution of this agreement shall remain in full force and effect during the term of this agreement.
- D. This Memorandum applies to and covers employees who are unit employees on or after the date it is legally adopted.

FOR THE ASSOCIATION

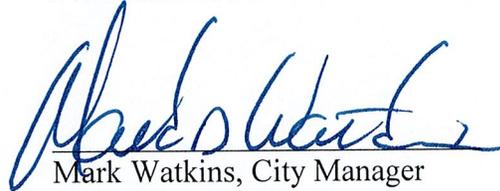


Cameron Goetsche, President  
Ventura Police Officers' Association



Matthew Baumann, Treasurer  
Ventura Police Officers' Association

FOR THE CITY



Mark Watkins, City Manager

APPROVED AS TO FORM  
Gregory G. Diaz, City Attorney

By   
Bruce Barsook, Liebert, Cassidy, Whitmore