

Agreement No. 2011-018  
City Council Approved: 03-21-2011

**CITY OF VENTURA**  
**AND**  
**VENTURA POLICE OFFICERS' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING**

**July 1, 2010 – June 30, 2013**  
**(with VPOA option to extend to December 31, 2013)**

**INDEX OF ARTICLES**

		<u>Page</u>
ARTICLE 1	RATIFICATION.....	1
ARTICLE 2	RIGHTS.....	1
ARTICLE 3	NO STRIKE/LOCKOUT.....	2
ARTICLE 4	WAGES.....	2
ARTICLE 5	CALLBACK PAY.....	2
ARTICLE 6	STANDBY.....	3
ARTICLE 7	OVERTIME.....	3
ARTICLE 8	EDUCATIONAL INCENTIVE & POST CERTIFICATE.....	4
ARTICLE 9	SPECIAL DUTY PAYS.....	5
ARTICLE 10	WORKING OUT OF CLASS.....	5
ARTICLE 11	CLOTHING ALLOWANCE.....	6
ARTICLE 12	MEDICAL, LIFE, VISION AND DENTAL INSURANCE.....	6
ARTICLE 13	OPTIONAL BENEFIT PROGRAM.....	6
ARTICLE 14	HOLIDAY ACCRUAL AND PAYOUT.....	7
ARTICLE 15	PERSONAL LEAVE .....	7
ARTICLE 16	VACATION LEAVE.....	8
ARTICLE 17	SICK LEAVE ACCRUAL.....	9
ARTICLE 18	SICK LEAVE PAYOUT/CONVERSION.....	9
ARTICLE 19	RETIREMENT.....	9
ARTICLE 20	TUITION REIMBURSEMENT.....	10
ARTICLE 21	POLICE VEHICLES.....	11
ARTICLE 22	GRIEVANCE PROCEDURE.....	11
ARTICLE 23	WORK SCHEDULE.....	14
ARTICLE 24	WELLNESS PROGRAM.....	15
ARTICLE 25	PROBATIONARY PERIODS.....	15
ARTICLE 26	DRUG AND ALCOHOL POLICY.....	15
ARTICLE 27	APPEALS FROM DISCIPLINARY ACTION.....	16
ARTICLE 28	REDUCTIONS IN PAY.....	16
ARTICLE 29	TERM AND EFFECT.....	16

## **MEMORANDUM OF UNDERSTANDING**

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

**July 1, 2010 – June 30, 2013 (with VPOA option to extend to December 31, 2013)**

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. The salaries of unit employees shall remain unchanged during the term of this agreement.
- B. 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 ½ 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. Twenty dollars (\$20.00) per standby shift occurring during off-duty hours of a regularly scheduled duty day, as reflected on the "Departmental Duty Schedule." Effective July 14, 2007, the amount shall be increased to forty dollars (\$40.00) per standby shift.
- B. Fifty dollars (\$50.00) 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. Effective July 14, 2007, the amount shall be increased to one hundred dollars (\$100) per standby shift.
- 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 pagers to all unit members. 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. In addition, each such employee shall be compensated at one and one-half times his or her regular rate of pay for any other time worked (or deemed to have been worked because of a paid leave of absence) that is in excess of the following number of prescribed hours in the following designated work periods:

- (1) With respect to employees working the "3/12 schedule", all hours worked or deemed to have been worked in excess of 160 hours in a 28 day designated work period;

- (2) For any employees working a “9/80 work schedule”, a “4/10” or “5/8” work schedule, all hours worked or deemed to have been worked in excess of 80 hours in a 14 day designated work period.

An employee shall also be entitled to overtime compensation if the employee works in excess of 80 hours within a designated work period. "Designated work period" is defined as 86 hours in a 14 consecutive day period under the FLSA 7(k) exemption. 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 forty (40) hours and any overtime earned above such accrued forty (40) hour compensatory time credit shall be in the form of cash payment. Effective the first full pay period in January 2011, or as soon thereafter as is practicable, the maximum compensatory time accrual will be increased to sixty (60) hours. Work performed by canine handlers at home in the care, grooming, and feeding of their assigned canines shall not be overtime as herein defined.

Paid leave time (other than Military Leave) shall count as hours worked for purposes of overtime computation.

In the event that the FLSA is no longer applicable to employees covered by this Memorandum of Understanding, the overtime provisions previously contained in the Memorandum of Understanding covering the period from November 1984 to November 1987 shall apply.

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 (6 p.m.) on Christmas Eve and ended at 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 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.

As additional premium compensation, whenever an involuntary overtime assignment begins within three (3) 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.

## **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. (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: It is agreed that 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 a rate of \$8.34 per hour. 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 policies developed by the Police Chief.

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 s/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**

- A. The City agrees to contribute up to \$112.50 semi-monthly (\$225 per month) for active employees for dental and health 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.
- B. 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.
- C. The City agrees to provide vision insurance. The plan shall be equivalent to "Plan A" (\$25.00 deductible) offered by "Vision Service Plan."

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

- A. The City agrees to provide \$ 172.50 semi-monthly (\$345 per month) per employee as part of an optional benefit program. Effective the first full pay period in January 2011, or as soon thereafter as is practicable, the City's contribution will increase to \$210 semi-monthly (\$420 per month) per employee.

Effective the first pay period of the 2012 benefits plan year, (pay period ending November 25, 2011, pay date December 2, 2011) the City will provide \$231 semi-monthly (\$462 per month) per employee.

- B. Each unit member will have the option of electing to use this money in one of two ways:
  - 1. To pay for dependent medical premium costs under the City's group insurance program, or
  - 2. To receive a cash payout on a semi-monthly basis (24 pay periods/year).

Where an employee elects option B1, any amount accrued and not usable to cover dependent insurance premium costs shall be paid as cash pursuant to option B.2.

- C. This cash payout benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.
- D. Each unit employee shall, during open enrollment of each program year, on a Selection Worksheet provided by the City, designate how each employee wishes his/her accruals

under this program allocated as between cash or dependent medical costs. Submission of a selection worksheet to Human Resources shall only be necessary if an employee wishes to make a change in his/her accruals under this program.

- 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.

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

- A. Effective the first full pay period of January of each year, the City will credit each active unit member with 120 hours of holiday hours, subject to B, C and D below.
- B. Employees in the unit shall receive 120 hours of holiday hours per year in recognition of twelve (12) holidays per year at ten (10) hours per work day or a bi-weekly accrual of 4.61 hours per pay period. 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.
- C. New employees will be credited with a prorated amount of holiday leave hours for that calendar year at the rate of 4.61 hours per pay period.
- D. Any separating employee will receive a pro-rata cash-out of holiday leave hours equivalent to 4.61 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.

#### **ARTICLE 15 – PERSONAL LEAVE**

- A. Effective the first full pay period of January 2011 (or as soon thereafter as is practicable) and pay period 1 each year thereafter, 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 1 (first pay period with a pay date in January), 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:

YEARS OF SERVICE	HRS	HRS	PAYOUT	USE MAX
	ACCRUED	ACCRUED	MAX HRS	HOURS
	SEMI-MO	PER YR		
Less than 3	3.33	80	<b>200</b>	<i>320</i>
3 but less than 5	4.00	96	<b>216</b>	<i>336</i>
5 but less than 7	4.33	104	<b>224</b>	<i>344</i>
7 but less than 10	4.67	112	<b>232</b>	<i>352</i>
10 but less than 13	5.00	120	<b>240</b>	<i>360</i>
13 but less than 15	6.00	144	<b>264</b>	<i>384</i>
15 or more	6.67	160	<b>280</b>	<i>400</i>

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.  
 NOTE: 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.

### **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 Annual 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. The City's contract with State Public Employees' Retirement System (PERS) shall provide the "Single Highest Year" formula.

- B. The City's contract with PERS will include the Fourth Level of 1959 Survivor Benefits for local safety plan members (Section 21574).
- C. The City's contract with PERS will include the 3% @ 50 service retirement formula for current public agency safety members. Effective January 2011, or as soon thereafter as is practicable, a 2<sup>nd</sup> tier retirement formula of 3% @ 55 will be implemented for all new hires employed after the effective date of the 2<sup>nd</sup> tier implementation.
- D. The City will pay 9% 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).

Upon ratification of this Agreement, the City shall begin the process necessary to implement a CalPERS contract amendment to allow employee contributions toward retirement through Government Code Section 20516(a). That process shall be commenced as soon as possible and completed by the City without undue delay.

Prior to the effective date of the amendment for Section 20516(a) (Employee Sharing Cost of Additional Benefits) employee cost-sharing will be accomplished through post-tax payroll deductions in the manner contemplated by Government Code Section 20516(f). This will be implemented as indicated in subsections 1 through 3 below. Such payments made prior to the implementation of the CalPERS contract amendment will not be credited under the retirement system.

- 1. Effective January 2011 or as soon thereafter as is practicable, employees will contribute two percent (2%) toward the Employer's share of retirement.
- 2. Effective the first full pay period in July 2011, employees will contribute an additional one and one half percent (1.5%) for a total of three and one-half percent (3.5%) toward the Employer's share of retirement.
- 3. Effective the first full pay period in July 2012, employees will contribute an additional one percent (1.0%) for a total of four and one-half percent (4.5%) toward the Employer's share of retirement.<sup>1</sup>

**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 full cost (up to \$1500.00 per fiscal year) of tuition and books for eligible employees covered by this MOU. Administration of the tuition advance/reimbursement program will be in accordance with City Administrative Policy.

---

<sup>1</sup> According to CalPERS, the maximum allowable cost sharing for Police is 7.629%. Of this amount, 5.330% is for unfunded liability and CalPERS has indicated that that portion will expire on 6/30/20. Thereafter, the maximum employee cost sharing contribution cannot exceed 2.299%. If employees are still paying more than 2.299% of the employer's share as of 6/30/20, it is the parties' intent that the additional amount would be paid by employees in some other form as determined by the parties.

Unit members are eligible to participate in the City's tuition reimbursement program in accordance with the 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 3/12 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 such specialized assignments as motors, school resource, SET or storefront assignments. Due to the configuration of the 3/12 system, members will work twelve (12) scheduled 12 ½ hour shifts and one (1) scheduled ten (10) hour shift in a four (4) week, 28 day period. Uniformed patrol's meal break is included within their duty shift, provided they are assigned regular patrol duties including handling routine calls for service. Other bargaining unit members may be assigned to work schedules including but not limited to the 5/80, 9/80, or 4/10 work schedules. Meal breaks for these unit members 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 their regular duty period will be finished at the end of the 8, 9, 10 hour day minus the lunch period, with the approval of their supervisor.
- B. Compensation for those members working a 3/12 work schedule will be distributed equally over the 28-day, 160 hour work period. Members 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 75 hours in one two-week period and 85 hours in the other two-week period, for a total of 160 hours. The intent of this modification is to provide for consistent wage disbursement for the 26 pay periods per year. It is also to illustrate that members will receive pay for five (5) hours not worked in one pay period but will not receive pay for the five hours worked in excess of the 80 hours worked the other pay period.
- C. Overtime under the 3/12 plan is defined as compensation for hours worked beyond the regularly scheduled shift, whether it be the 12.5 hour days or the one 10-hour day during the work period.
- D. The 3/12 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 City decides to unilaterally implement a result, the only options available to the City would be to continue the 3/12 work schedule or to return to the 4/10 work schedule which

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, 4/10 and should be assured a “duty free” meal break that will be added to the 8, 9, or 10 hour day. 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 can not 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 use accrued vacation leave, receive 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 Policy, a copy of which is attached as Exhibit B.

## **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 July 1, 2010 through June 30, 2013, with an option for VPOA to extend the term through December 31, 2013. If VPOA wished to extend the MOU, it must notify the City in writing no later than April 1, 2013.
- 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.

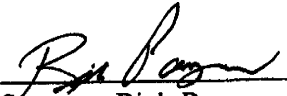
- D. This Memorandum applies to and covers employees who are unit employees on or after the date it is legally adopted.

FOR THE ASSOCIATION


  
Corporal John Snowling  
Ventura Police Officers' Association

  
Corporal Sarah Starr  
Ventura Police Officers' Association

  
Officer Derek Donswyk  
Ventura Police Officers' Association

  
Sergeant Rick Payne  
Ventura Police Officers' Association

FOR THE CITY

  
Rick Cole, City Manager

APPROVED AS TO FORM  
Ariel Calonne

By   
Bruce Barsook, Liebert, Cassidy, Whitmore