



COUNTY of VENTURA

COUNTY EXECUTIVE OFFICE

Sevet Johnson, PsyD
County Executive Officer

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November 7, 2023

Board of Supervisors
County of Ventura
800 South Victoria Avenue
Ventura, California 93009

Subject: Public Hearing Regarding Adoption of Amendments to the 2021-2024 Memorandum of Agreement Between the County of Ventura and the Ventura County Deputy Sheriffs' Association; and Waiver of Second Public Hearing, With No Impact on Funding Status of Retirement System.

Recommendations:

It is recommended that your Board:

1. Commence a public hearing on the adoption of two proposed Amendments to the 2021-2024 Memorandum of Agreement (MOA) between the County of Ventura (County) and the Ventura County Deputy Sheriffs' Association (VCDSA); and
2. Waive the second public hearing required by Article 20, Section 2006(B), of the Personnel Rules and Regulations, and adopt the two proposed Amendments at the conclusion of the hearing.

Fiscal/Mandates Impact:

Mandatory:	No
Source of Funding:	General Fund
Funding Match Required:	No
Impact on Other Departments:	None

Summary of Fiscal Impact:

	<u>FY 2023-24</u>
Total Cost	\$22,000

California Government Code sections 31515.5 and 23026 require that the County give written notice of any salary and benefits changes, including an explanation of the financial impact of the changes on the funding of the County's retirement system. The

proposed amendments do not increase pensionable benefits, therefore; will not have an impact the funding status of the retirement system.

Strategic Priority:

This agenda item supports the County strategic priority to attract, hire, develop, and retain a diverse workforce empowered to meet the needs of our customers.

DISCUSSION:

Assignment Pay (Article 6, Section 603)

The proposed revisions to the Assignment Pay provision will give the Sheriff, or designee, the flexibility to assign Sheriff Deputies to the various special assignments such as Traffic Investigations and Major Crimes. Under the existing MOA language, a Sheriff Deputy is required to be in a specific position control (PCN) number, as listed in Appendix B or C to the MOA, to be eligible for the Assignment Pay. Making assignments to specific PCNs greatly limits the Sheriff's ability to move or reassign employees based on operational need. The PCN requirement presents several administrative hurdles to properly assigning personnel to the special assignments because PCNs are added, deleted, and change budget units, but the contract language does not get amended timely. This is unnecessarily cumbersome and inefficient. The proposed revision eliminates the PCN requirement, strikes Appendix B and Appendix C from the MOA, and permits the Sheriff, or designee, to assign Sheriff Deputies to the various special assignments based on the individual, not position control number.

The proposed modifications to the Assignment Pay are minor and are not expected to increase or decrease the payments under this provision. Therefore, the proposed revision is not expected to increase payroll costs or at most, the cost increases will be de minimis.

Field Training Officer and Jail Training Officer Bonus (Article 22, Section 2210)

The proposed revision expands the payment of the Field Training Officer and Jail Training Officer Bonus to the classification of Sr. Deputy Sheriff when incumbents in that classification are assigned a trainee and perform training related duties. Expanding the bonus to the senior ranks will increase the number of qualified trainers available to the Sheriff's Office to train new deputies.

The Sheriff's Office estimates 10 Sr. Deputy Sheriffs will serve as training officers for up to 42 shifts each year, for a total of 420 training shifts. The training bonus is \$50 per shift, for a total estimated cost of \$22,000, including payroll costs.

Association Release for the VCDSA President (Article 29, Section 2901)

The proposed Amendment would permit the VCDSA to cause the County to release the VCDSA President for up to 2,080 hours annually to conduct association business, while

remaining on the County payroll. The VCDSA President will serve in such capacity and be compensated on the basis of a normal 80-hour biweekly work period at a rate of compensation that includes: base hourly rate and all benefits, except for the following: Article 6 - Premium Pay, Article 8 – Other Compensable Benefits - Sec. 801 (Mileage Reimbursement); Sec. 802 (Necessary and Actual Expenses; and Sec. 806 (Personal Property Reimbursement). The VCDSA President will continue to earn continuous service credit in their civil service classification while on Association Release time. All normal employer contributions and employee deductions shall remain in effect for the duration of the Association Release.

The Sheriff, or designee, may revoke the Association Release for the VCDSA President during a state of local emergency, as declared by the County Board of Supervisors, to provide response to the emergency and ensure the continuity of safety operations.

VCDSA agrees to indemnify, defend (by paying all defense costs), save and hold harmless, the County, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and causes of action, including wrongful death arising out of or any manner connected with the performance of services by the VCDSA President and/or the agents, servants or employer, for VCDSA.

The provisions of Section 2901 (B) shall expire at midnight on July 27, 2024.

Grievance Remedy (Article 30, Sec. 3011)

Remedies for grievances concerning retroactive payments (or “back pay”) of monetary benefits provided for in the MOA are constrained by the time limits for filing a grievance, which in the case of VCDSA is 21 days from the occurrence or knowledge of the action causing the complaint. In other words, the back pay of any remedy is therefore limited to 21 calendar days from the date of filing the grievance. Periodically, grievances are filed for matters concerning back pay that involve time periods extending far beyond 21 days. In those cases, reaching resolution that satisfies both parties can be challenging due to the 21-day time constraint. It is not uncommon for these types of grievances to go unresolved and go before an arbitrator for a determination of the time period for which the grievant is entitled to back pay. The grievance arbitration process can be uncertain for both parties in terms of the arbitrator’s final award.

Preferring a grievance remedy process that allows the parties more opportunity to resolve grievances in a fair, amicable manner and limiting the need for arbitration, the County proposed a new provision that would limit grievance settlements, including back pay and benefits, to 240 days preceding the date on which the informal grievance is filed. The parties believe the proposed grievance remedy provision will result in more certainty in resolving grievances concerning back pay. And, will also reduce the cost of arbitration both in terms of expense and staff time. Similar grievance settlement provisions are included in several other labor agreements.

Academy Complete New Hire Incentive (Article 36, Sec. 3603)

The proposed \$10,000 Academy Complete New Hire Incentive augments the existing Pre-Service and Lateral Hire incentives. If approved, the Academy Complete incentive will target individuals who already possess 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 who are not currently employed as peace officers. These individuals will be appointed directly into Deputy Sheriff classifications and not be required to complete the Sheriff's Academy. The Sheriff, or designee, must request and the CEO must approve the Academy Complete New Hire Incentive prior to the posting of the recruitment.

The incentive will be paid in two (2) installments upon 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. 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 (two years) from the date of hire, otherwise the employee is responsible for re-payment.

Payment of the Academy Complete New Hire Incentive will count toward the existing maximum 80 total new hire incentive payments permitted in each fiscal year. For example, if the Sheriff's Office has awarded 70 Pre-Service and 5 Lateral Hire incentive payments in FY 2023-24, only 5 Academy Complete incentive payments may be made in the same fiscal year for a total of 80 total new hire incentive payments. Therefore, the proposed Academy Complete incentive is not expected to increase payroll costs.

SUMMARY:

The proposed amendments have minor fiscal impacts that are sustainable within the existing Sheriff's Office operational budget. The amendments will both preserve current service levels to the public, assist in the recruitment of new Sheriff Deputies, and will support the County Strategic Priority to attract, hire, develop, and retain a diverse workforce empowered to meet the needs of our customers.

We recommend that your Board commence a public hearing on the adoption of the proposed amendments to the MOA, waive the second public hearing required under Article 20, Section 2006(B), of the Personnel Rules and Regulations, and adopt the amendments to the MOA at the conclusion of this hearing.

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This letter has been reviewed by the County Executive Office, the Auditor-Controller's Office, the Ventura County Civil Service Commission, and County Counsel. If you have any questions regarding this item, please call me at (805) 654-2561

Respectfully submitted,



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c: Jeffery S. Burgh, Auditor-Controller
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Ventura County Deputy Sheriffs' Association

Attachments:

Exhibit 1 – VCDSA MOA 2021-2024 Amendment Re Assignment Pay and Grievance Remedy
Exhibit 2 – VCDSA MOA 2021-2024 Amendment Re.Release Time for Association President
Exhibit 3 – Statement from Civil Service Commission