

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

BOARD OF RETIREMENT

BUSINESS MEETING

NOVEMBER 28, 2022

AGENDA

PLACE: In Accordance with Government Code §54953(e)(1)(A), and in response to the declared State and Local emergencies due to the Novel Coronavirus and Local Health Officer recommendation regarding social distancing, the Board of Retirement and its legislative bodies are holding meetings electronically and can be accessed below. Pursuant to Government Code §§ 54953(e)(2) and 54954.3, members of the public, to the extent required by law, will have the opportunity to directly address the Board concerning the below mentioned business.

TIME: 9:00 a.m.

The public may listen to the Public Session and offer comments by calling: +1 213-338-8477, using Meeting ID: 828-3757-4302. Persons may also submit written comments to publiccomment@vcera.org prior to and during the Board meeting. Please include your name, agenda item, the last 4 numbers of the telephone number that will be used to call in, and your comment. Public comment emails will be read into the record or summarized if lengthy.

ITEM:

I. CALL TO ORDER

A. Roll Call.

II. APPROVAL OF AGENDA

III. CONSENT AGENDA

Notice: Any item appearing on the Consent Agenda may be moved to the Regular Agenda at the request of any Trustee who would like to propose changes to or have discussion on the item. Note that approval of meeting minutes are now part of the Consent Agenda.

A. Approve Regular and Deferred Retirements and Survivors Continuances for the Month of October 2022.

B. Receive and File Report of Checks Disbursed in October 2022.

C. Approve Meeting Minutes for Disability Meeting of October 3, 2022.

D. Approve Meeting Minutes for Business meeting of October 24, 2022.

IV. INVESTMENT MANAGER PRESENTATIONS

A. Annual Investment Presentation from BlackRock: Victoria Choi, Gordon Readey, Christian De Leon and Alli Leiva.

V. INVESTMENT INFORMATION

VCERA – Dan Gallagher, Chief Investment Officer.
NEPC – Allan Martin.

- A. Annual Presentation by Abbott Capital Management and NEPC of CA Govt. Code Section 7514.7 Annual Report.

RECOMMENDED ACTION: Receive and File

- B. Quarterly Investment Performance Report for the Period of Ending on September 30, 2022.

RECOMMENDED ACTION: Receive and File

- C. Preliminary Performance Report Month Ending October 31, 2022.

RECOMMENDED ACTION: Receive and File.

VI. OLD BUSINESS

- A. Reconsideration of Circumstances to Enable Board to Hold Meetings via Teleconference Under the Provisions of Government Code Section 54953, Subdivision (e)(1)(A), of the Ralph M. Brown Act, Due to State of Emergency and Authorize Continued Remote Teleconference Meetings.

1. Staff Letter from Retirement Administrator.
2. Letter from Dr. Robert Levin, Ventura County Health Officer.

VII. NEW BUSINESS

- A. VCERA Resolution re Appeals Process for Benefit Determinations Arising Out of *Alameda*, and; Alameda Administrative Appeal by the Ventura County Professional Firefighters' Association (VCPFA) of VCERA Exclusion of Standby Pay from Compensation Earnable:

RECOMMENDED ACTION: (1) Consider and take possible action to amend Alameda Appeals Resolution to permit Board to refer fully-briefed appeals to a referee for proposed findings of fact and a recommended decision under Government Code sections 31533 and 31534; and (2) Refer VCPFA appeal to referee under amended Resolution, and send to referee the parties' submissions.

1. Staff Letter from Retirement Administrator.
2. Proposed Amended Resolution Entitled "Approval of Appeals Process for Benefit Determinations Arising out of the Alameda Supreme Court Decision ("Alameda Appeals") – REDLINE.
3. Proposed Amended Resolution Entitled "Approval of Appeals Process for Benefit Determinations Arising out of the Alameda Supreme Court Decision ("Alameda Appeals") – CLEAN.
4. Parties' Submissions to be Provided to Referee for VCPFA Appeal, if Applicable.

VII. NEW BUSINESS (continued)

1. Opening Statement re Exclusion of Standby Pay for Ventura County Firefighters.
 - a. VCPFA Appeal Exhibit A, Letter from President of VCPFA to County of Ventura, Auditor Controller Regarding Payroll Codes.
 - b. VCPFA Appeal Exhibit B, Work Schedule for VCPFA, May 2021 to April 2022.
 - c. VCPFA Appeal Exhibit C, Ventura County Fire Department, Standing Order for Wildland Fire Season.
 - d. Declaration of Kevin Aguayo in Support of Ventura County Professional Firefighters' Association Alameda Appeal.
2. Reply Statement re Exclusion from Compensation Earnable of Standby Pay, Received by Ventura County Firefighters on and after January 1, 2013.
 - a. VCERA Response Exhibit A, VCERA Resolution Regarding Pensionable Compensation Determinations.
 - b. VCERA Response Exhibit B, VCERA Resolution Regarding Alameda Implementation to Compensation Earnable and Pensionable Compensation.
 - c. VCERA Response Exhibit C, VCERA Resolution to Implement the Decision of the CA Supreme Court Regarding "Compensation Earnable and Pensionable Compensation".
 - d. VCERA Response Exhibit D, VCERA Retirement Administrator Letter Regarding the Ratification of Pay Codes Impacted by the October 12, 2020, Board Resolution Regarding Alameda Implementation.
 - e. VCERA Response Exhibit E, VCERA Business Meeting Minutes for May 24, 2021.
 - f. VCERA Response Exhibit F, VCERA Resolution, Appeals Process for Benefit Determinations Arising Out of the Alameda Supreme Court Decision ("Alameda Appeals") to Reply Statement by VCERA.
 - g. VCERA Response Exhibit G, MOA Between VCFPD and the VCPFA, August 1, 2021 – July 31, 2024.
 - h. VCERA Response Exhibit H, MOA Between VCFPD and the VCPFA, July 31, 2018 – July 31, 2021.
 - i. VCERA Response Exhibit I, Example of Standby Pay Earned for 2013 to 2022.
 - j. VCERA Response Exhibit J, Letter from D. Mastagni, Esq., Appeal of Exclusion of Standby Pay for Ventura County Firefighters, Dated February 28, 2022.
 - k. VCERA Response Exhibit K, Letter from VCERA Retirement Administrator to D. Mastagni, Esq., Appeal of Exclusion of Standby Pay for Certain Members of the VCPFA., Dated March 25, 2022.

VII. NEW BUSINESS (continued)

- I. VCERA Response Exhibit L, County of Ventura, Job Code & Salary Listing by Title, for Pay Period 2022-14.
- B. Recommendation to Approve PEPRA Annual Pensionable Compensation Limits for 2023.
RECOMMENDED ACTION: Approve.
 1. Staff Letter from Retirement Administrator.
 2. California Actuarial Advisory Panel PEPRA Pension Compensation Limits for the Calendar Year 2023.
- C. Board Authorization of VCERA's CIO, Dan Gallagher to Accept on Behalf of VCERA the Advisory Board Seat offered for VWH Master Fund III.
RECOMMENDED ACTION: Approve.
 1. Staff Letter from Chief Investment Officer.
- D. Request for Authorization for VCERA CTO to Pursue a Three-Year Presidential Term on the Public Retirement Information Systems Management (PRISM) Board.
RECOMMENDED ACTION: Approve.
 1. Memorandum from CTO to Retirement Administrator.
- E. Proposed Board of Retirement Meeting Calendar for 2023.
RECOMMENDED ACTION: Approve.
 1. Staff Letter from Retirement Administrator.
 2. Proposed Board Meeting Calendar for 2023.
- F. Proposed 2023 Calendars of Investment Presentations and Investment On-Site Due Diligence.
RECOMMENDED ACTION: Approve.
 1. Staff Letter from Chief Investment Officer.
 2. Proposed 2023 Board Calendar for Investment Presentations.
 3. Proposed 2023 Board Calendar for On-Site Due Diligence.

VIII. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: One (1) Case: Administrative Appeal Filed by VCPFA re Exclusion of Standby Pay.
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Chief Investment Officer
(Government Code section 54957(b)(1))

IX. INFORMATIONAL

- A. Notice of Nuveen to Acquire Arcmont Asset Management.

IX. INFORMATIONAL (continued)

B. CALAPRS Advanced Course in Retirement Plan Administration.

C. Western Asset Management 134th Rose Parade Invitation.

X. PUBLIC COMMENT

XI. STAFF COMMENT

XII. BOARD MEMBER COMMENT

XIII. ADJOURNMENT

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
REPORT OF REGULAR AND DEFERRED RETIREMENTS AND SURVIVORS CONTINUANCES

October 2022

FIRST NAME	LAST NAME	G/S	DATE OF MEMBERSHIP	BENEFIT SERVICE*	DEPARTMENT	EFFECTIVE DATE
REGULAR RETIREMENTS:						
DENNIS ARTHUR	ANDERSON	G	12/3/1995	26.72	CHILD SUPPORT SERVICES	10/1/2022
JEFFREY LEE	ARCHIBALD	G	1/6/2013	9.55	HEALTH CARE AGENCY	9/20/2022
KENNETH M	BATES	S	9/21/1986	21.90 *	FIRE PROTECTION DISTRICT	9/24/2022
JANET R	BECKMAN	G	1/2/1983	39.12	HEALTH CARE AGENCY	9/4/2022
MIA ANGELA	DITTO	G	7/26/1998	22.09	HEALTH CARE AGENCY	9/8/2022
CHRISTOPHER WILLIAM	DUNN	S	6/19/1994	27.94	SHERIFF'S OFFICE	10/1/2022
EMMANUEL	FOGATA	G	6/21/2015	6.57	GENERAL SERVICES AGENCY	8/31/2022
MARIELA M.	GARCIA	G	6/23/1991	30.43	HUMAN SERVICES AGENCY	8/27/2022
THERESA E	GERMACK	G	6/10/2012	6.57	HEALTH CARE AGENCY (DEFERRED)	10/3/2022
IRENE VILLAPANDO	GUERRERO	G	8/1/2201	17.69	HEALTH CARE AGENCY (DEFERRED)	10/4/2022
SOLEDAD	GUERRERO	G	5/12/1991	27.89	SUPERIOR COURT	9/10/2022
DAVID ALAN	HANSEN	G	8/21/2000	22.09	RESOURCE MANAGEMENT AGENCY	10/1/2022
MARIA ISABEL	HERRERA	G	6/14/2009	6.50	SUPERIOR COURT (DEFERRED)	9/25/2022
CHRISTIANE MARIE	HIPPS	G	9/4/2011	5.92	PUBLIC DEFENDER (DEFERRED)	9/28/2022
THOMAS HARLAN	MARCUS	G	5/3/1998	23.76	INFORMATION TECHNOLOGY SERVICES	9/19/2022
GEORGE J	MENDOZA	G	12/10/2001	20.73 *	AGRICULTURAL COMMISSIONER	9/2/2022
ANNETTE HERCELIA	MENDOZA-MCCOY	G	8/10/2008	2.03 *	HEALTH CARE AGENCY (DEFERRED)	9/1/2022
JULIE LYNN	NOVAK	S	6/5/1994	29.02	SHERIFF'S OFFICE	9/10/2022
KATHEYJO	OBREGON	G	7/30/2006	12.76	HEALTH CARE AGENCY	9/20/2022
THERESA MARINA	OCHOA	G	3/9/1997	25.54	PUBLIC WORKS AGENCY	10/1/2022
ROSA MARIA	PERNICONI	G	8/23/1998	26.40	HEALTH CARE AGENCY	9/14/2022
WILLIAM R	REDMOND	G	2/17/1991	42.70	SUPERIOR COURT	10/1/2022
CYNTHIA CHRISTINE	SUMMERS	G	7/8/2002	26.15	ASSESSOR	9/3/2022
CRISTINA R	WELLS	G	3/22/2009	10.48	HEALTH CARE AGENCY (DEFERRED)	9/21/2022
JAMES M	WOOFF	G	6/17/1984	38.39	INFORMATION TECHNOLOGY SERVICES	9/23/2022
DEFERRED RETIREMENTS:						
ANDREW J	ANDERSON	G	1/2/2020	2.55	AUDITOR CONTROLLER	7/30/2022
JENNA ROSE	ARCINIEGA	G	1/15/2017	4.25	HEALTH CARE AGENCY	7/29/2022
HAJNAL VASS	AVERY	G	4/18/2010	3.29	HEALTH CARE AGENCY	7/16/2022
ITZEL ANAHI	BAHENA	G	4/30/2017	5.22	COUNTY CLERK-RECORDER	7/30/2022
MELINDA M	BARRERA-CROSS	S	1/16/1994	30.23 **	PROBATION AGENCY	9/3/2022
AMY J	BISOONI	G	12/29/2019	1.33	HEALTH CARE AGENCY	8/6/2022
LORRAINE AUDREY	BOCANEGRA	G	2/28/2016	6.27	HUMAN SERVICES AGENCY	7/28/2022
ROXANNE MARIE	BROOKS	G	11/9/2014	7.62 *	HUMAN SERVICES AGENCY	8/1/2022
ERWIN SALVADOR	BROSAS	G	8/8/2021	0.96	HEALTH CARE AGENCY	7/23/2022
SIENNA ROSE	BRYANT	G	5/16/2021	1.18	HEALTH CARE AGENCY	7/16/2022
TIMOTHY BRYAN	CAPRITTO	G	1/26/2020	2.49	SUPERIOR COURT	7/30/2022
ALEXANDRIA	CARABAJAL	G	6/26/2022	0.10	HEALTH CARE AGENCY	8/4/2022
VICTOR	CASILLAS	G	1/9/2022	0.46	HEALTH CARE AGENCY	7/19/2022
DENISE EILEEN	CERDA	G	1/12/2020	2.22 **	HEALTH CARE AGENCY	8/23/2022
GABRIELA	CERNAS	G	3/20/2022	0.36	HEALTH CARE AGENCY	8/11/2022
BARBARA ANNE-BRUTON	CHRISTIANSON	G	6/30/2019	2.05	HEALTH CARE AGENCY	8/9/2022
RYAN D	CLARK	G	7/11/2021	1.03	PUBLIC WORKS AGENCY	7/23/2022
CHRISTINE	CORTEZ	G	12/20/2015	6.37	FIRE PROTECTION DISTRICT	7/16/2022
LAURA LISA BUENAFLORES	CRISOSTOMO	G	9/16/2012	8.77	HEALTH CARE AGENCY	7/23/2022
BEEDESH SHANE	DASS	G	8/11/2014	7.99 **	PUBLIC WORKS AGENCY	8/13/2022
CHRISTINA MARIA	DE LA MORA	G	5/29/2022	0.14	HEALTH CARE AGENCY	7/21/2022
EDWARD A	DIAZ	G	5/29/2022	0.20	HEALTH CARE AGENCY	8/12/2022
THERESA RENEE	DIAZ	G	5/29/2022	0.14	HEALTH CARE AGENCY	7/22/2022
TARA L	EGGER	G	9/19/2021	0.87	HEALTH CARE AGENCY	8/2/2022
HOLLY ANN	ERIKSSON	G	7/6/2014	5.00	HEALTH CARE AGENCY	7/16/2022
SIERRA HOPE	FERRANTE	G	7/10/2022	0.04 *	ANIMAL SERVICES	7/24/2022
CHERYL LYNN	FINNEGAN	G	1/31/2016	0.74	HUMAN SERVICES AGENCY	8/5/2022
TODD	FLOSI	G	2/1/2020	2.49	HEALTH CARE AGENCY	8/7/2022

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October 2022

FIRST NAME	LAST NAME	G/S	DATE OF MEMBERSHIP	BENEFIT SERVICE*	DEPARTMENT	EFFECTIVE DATE
KALONI LRAE	FRANCIS	G	10/3/2021	0.33	HEALTH CARE AGENCY	3/19/2022
ALEXANDRA ELIZABETH IRENE	GARCIA	G	5/28/2009	11.69	HEALTH CARE AGENCY	8/3/2022
MARIA G	GONZALEZ	G	6/27/2021	1.04	HEALTH CARE AGENCY	7/30/2022
ANITA NANDINI	KARTHA	G	6/19/2016	6.06	HUMAN SERVICES AGENCY	7/16/2022
JENNIFER ANN	KEENER	G	1/20/2004	18.48	HUMAN SERVICES AGENCY	9/1/2022
SUNMOON	LEE	G	6/27/2021	1.08	HEALTH CARE AGENCY	7/30/2022
LESLIE RICO	LOPEZ	G	5/29/2022	0.19	HEALTH CARE AGENCY	8/9/2022
ALEJANDRA MEDINA	MAGANA	G	2/21/2021	0.94	HUMAN SERVICES AGENCY	7/23/2022
CERRI E	MANSFIELD	G	10/22/1995	26.24 **	MEDICAL EXAMINER'S OFFICE	8/6/2022
VICTOR CLINTON	MARSHALL	G	1/10/2021	1.51	PUBLIC DEFENDER	7/16/2022
NIEVES LOPEZ	MARTINEZ	G	5/2/2010	9.79 **	HEALTH CARE AGENCY	7/27/2022
FATIMA IRVINE	MAY	G	2/9/2020	2.23	HEALTH CARE AGENCY	8/5/2022
TANIA ELAINE	MENARD	G	1/9/2022	0.59	COUNTY EXECUTIVE OFFICE	8/11/2022
GUADALUPE	PALAFIX	G	6/27/2021	1.08	HEALTH CARE AGENCY	7/30/2022
RHONDA	REGALADO NAVARRO	G	3/20/2011	7.52	HEALTH CARE AGENCY	8/3/2022
MICHELLE MARIA	RENTERIA	G	12/14/2008	12.22	RESOURCE MANAGEMENT AGENCY	7/28/2022
ELIZABETH A.	RICHARDSON	G	7/24/2022	0.03	SUPERIOR COURT	8/4/2022
MELISSA ASHLEY	ROO	G	7/10/2022	0.05 *	HEALTH CARE AGENCY	8/3/2022
LEAH J	ROYLANCE	G	3/7/2010	12.37	HEALTH CARE AGENCY	7/23/2022
RUBY E	RUVALCABA-GALVAN	G	12/16/2007	14.00	HUMAN SERVICES AGENCY	7/23/2022
CHRISTOPHER ACOSTA	SANCHEZ	G	2/10/2019	3.48	SHERIFF'S OFFICE	8/12/2022
ERIN NICOLE	SLACK	G	7/29/2007	13.09	HEALTH CARE AGENCY	7/16/2022
BRITTANY ALYSSA	TINOCO GOMEZ	G	6/19/2016	5.87	SHERIFF'S OFFICE	9/10/2022
PAMELA E	TOWNSEND	G	1/9/2022	0.54 *	COUNTY EXECUTIVE OFFICE	7/23/2022
CECILIA INES	TRAVI	G	5/1/2022	0.23	SHERIFF'S OFFICE	7/29/2022
FRANCIS	VASQUEZ	G	2/5/2012	9.63	HEALTH CARE AGENCY	7/26/2022
CLAUDIA	VILLASENOR	G	12/26/2021	0.61	HEALTH CARE AGENCY	8/6/2022
VICTORIA L	WALL	G	3/20/2022	0.38	HEALTH CARE AGENCY	8/9/2022
GARRISON ROBERT	WILLIAMS	S	1/10/2021	1.54	FIRE PROTECTION DISTRICT	7/21/2022
MICHELLE SHIH-YU	WU	G	6/26/2022	0.05	HUMAN SERVICES AGENCY	7/20/2022

SURVIVORS' CONTINUANCES:

JACK M	ANDERSON
ROBERT G	CARTER
BERNICE M	DYKE
MARLA JAN	HODGES
ORDALE B	JOHNSON
BETTY J	LEIJA
KATHERINE	MEDRANO
ENRIQUE C	PIZANO
DONANETTE A	WHITE

* = Excludes reciprocal service or service from any previous retirements

** = Member establishing reciprocity

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Ventura County Retirement Assn

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 Report: 03630.rpt
 Company: VCERA

Check Register - Standard

Period: 04-23 As of: 11/9/2022

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
Company: VCERA											
Acct / Sub:	10300		000000								
029574	VC	10/19/2022	TIMEWARNER TIME WARNER CABLE	04-23	04-23	002382	VO IT		7/19/2022	0.00	-229.98
										Check Total	-229.98
CHECK VOIDED BUT TRANSACTION NOT VOIDED. REISSUED WITH CHECK #029703											
029662	CK	10/5/2022	AYALAIRENE IRENE P. AYALA	04-23		002472	VO	DISABILITY EXP	10/4/2022	0.00	15,010.00
029663	CK	10/5/2022	GOVERNMENT GOVERNMENT FINANCE	04-23		002470	VO	ADMIN EXP	10/4/2022	0.00	270.00
029664	CK	10/5/2022	INCENTIVES INCENTIVE SERVICES	04-23		002471	VO	ADMIN EXP	10/4/2022	0.00	134.69
029665	CK	10/5/2022	STAPLESADV STAPLES	04-23		002473	VO	ADMIN EXP	10/4/2022	0.00	182.64
029666	CK	10/5/2022	TEAMLEGAL TEAM LEGAL, INC.	04-23		002474	VO	DISABILITY EXP	10/4/2022	0.00	255.80
029667	CK	10/12/2022	ACCESSINFO ACCESS INFORMATION PROTECTED	04-23		002475	VO	ADMIN EXP	10/12/2022	0.00	427.59
029668	CK	10/12/2022	BANKOFAMER BUSINESS CARD	04-23		002476	VO	IT/ADMIN EXP	10/12/2022	0.00	4,469.12
029669	CK	10/12/2022	BROWARMST BROWN ARMSTRONG	04-23		002477	VO	ADMIN EXP	10/12/2022	0.00	18,859.81
029670	CK	10/12/2022	CULLIGAN CULLIGAN OF VENTURA COUNTY	04-23		002478	VO	ADMIN EXP	10/12/2022	0.00	51.50
029671	CK	10/12/2022	DIGITALDEP DIGITAL DEPLOYMENT	04-23		002479	VO	IT	10/12/2022	0.00	650.00
029672	CK	10/12/2022	HARTLEYDOR DOROTHEA W. HARTLEY & ASSOCIATES, INC	04-23		002480	VO	DISABILITY EXP	10/12/2022	0.00	6,441.75
029673	CK	10/12/2022	INTEGRATED INTEGRATED FIRE & SAFETY	04-23		002481	VO	IT	10/12/2022	0.00	250.00
029674	CK	10/12/2022	LINEASOLUT LINEA SOLUTIONS	04-23		002482	VO	ADMIN EXP	10/12/2022	0.00	6,176.27

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
029675	CK	10/12/2022	PARAMETRIC PARAMETRIC PORTFOLIO ASSOCIATES	04-23		002483	VO	INVESTMENT FEES	10/12/2022	0.00	55,883.00
029676	CK	10/12/2022	SEGALCONSU SEGAL CONSULTING	04-23		002484	VO	ACTUARY FEES	10/12/2022	0.00	32,500.00
029677	CK	10/12/2022	SHREDITUSA SHRED-IT	04-23		002485	VO	ADMIN EXP	10/12/2022	0.00	165.56
029678	CK	10/12/2022	SOFTWAREON SOFTWARE ONE, INC.	04-23		002486	VO	IT	10/12/2022	0.00	123.45
029679	CK	10/12/2022	STROUDES STROUD DESIGN, INC	04-23		002487	VO	ADMIN EXP	10/12/2022	0.00	552.20
029680	CK	10/12/2022	THOMSONREU THOMSON REUTERS- WEST	04-23		002488	VO	ADMIN EXP	10/12/2022	0.00	571.02
029681	CK	10/19/2022	A1COPYSERV A1 COPY SERVICE	04-23		002489	VO	DISABILITY EXP	10/18/2022	0.00	61.50
029682	CK	10/19/2022	ASHBYROB ROBERT ASHBY	04-23		002501	VO	TRAVEL REIMB	10/19/2022	0.00	285.00
029683	CK	10/19/2022	ATTMOBILIT AT&T MOBILITY	04-23		002490	VO	IT	10/18/2022	0.00	394.85
029684	CK	10/19/2022	CULLIGAN CULLIGAN OF VENTURA COUNTY	04-23		002491	VO	ADMIN EXP	10/18/2022	0.00	109.00
029685	CK	10/19/2022	FEDEX FEDEX	04-23		002493	VO	DISABILITY EXP	10/18/2022	0.00	175.28
029686	CK	10/19/2022	GALLAGHERD DAN GALLAGHER	04-23		002500	VO	TRAVEL REIMB	10/19/2022	0.00	128.76
029687	CK	10/19/2022	HARONIANED EDWIN HARONIAN, MD INC	04-23		002492	VO	DISABILITY EXP	10/18/2022	0.00	2,631.26
029688	CK	10/19/2022	JACKROTHBE JACK ROTHBERG, MD	04-23		002494	VO	DISABILITY EXP	10/18/2022	0.00	525.00
029689	CK	10/19/2022	LOOMISSAYL LOOMIS, SAYLES & COMPANY, L.P	04-23		002495	VO	INVESTMENT FEES	10/18/2022	0.00	123,354.04

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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	To Post	Period Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
029690	CK	10/19/2022	SEDGWICK SEDGWICK	04-23		002496	VO	DISABILITY EXP	10/18/2022	0.00	300.10
029691	CK	10/19/2022	SHULTZVIVI VIVIAN W SHULTZ, ESQ	04-23		002498	VO	DISABILITY EXP	10/18/2022	0.00	2,221.75
029692	CK	10/19/2022	TORTOISECA TORTOISE CAPITAL ADVISORS, L.L.C.	04-23		002497	VO	INVESTMENT FEES	10/18/2022	0.00	123,728.32
029693	CK	10/19/2022	WALTERSCOT BNY MELLON INVESTMENT ADVISORS, INC	04-23		002499	VO	INVESTMENT FEES	10/18/2022	0.00	325,359.82
029694	CK	10/26/2022	ADP ADP, INC	04-23		002502	VO	ADMIN EXP	10/26/2022	0.00	3,469.12
029695	CK	10/26/2022	COMPUWAVE COMPUWAVE	04-23		002503	VO	IT	10/26/2022	0.00	3,395.00
029696	CK	10/26/2022	FEDEX FEDEX	04-23		002504	VO	DISABILITY EXP	10/26/2022	0.00	24.10
029697	CK	10/26/2022	MOONCREST MOONCREST PROPERTY COMPANY	04-23		002506	VO	ADMIN EXP	10/26/2022	0.00	23,046.96
029698	CK	10/26/2022	NASSOSJONA JONATHAN T. NASSOS, MD INC	04-23		002505	VO	DISABILITY EXP	10/26/2022	0.00	2,405.72
029699	CK	10/26/2022	NOSSAMAN NOSSAMAN LLP	04-23		002507	VO	LEGAL FEES	10/26/2022	0.00	10,371.33
029700	CK	10/26/2022	SEDGWICK SEDGWICK	04-23		002508	VO	DISABILITY EXP	10/26/2022	0.00	274.70
029701	CK	10/26/2022	TEAMLEGAL TEAM LEGAL,, INC.	04-23		002509	VO	DISABILITY EXP	10/26/2022	0.00	952.40
029702	CK	10/26/2022	THAKRALVIS VISHAL THAKRAL D.O.	04-23		002511	VO	DISABILITY EXP	10/26/2022	0.00	36.10
029703	CK	10/26/2022	TIMEWARNER TIME WARNER CABLE	04-23		002382	VO	IT	7/19/2022	0.00	229.98
029703	CK	10/26/2022	TIMEWARNER TIME WARNER CABLE	04-23		002510	VO	IT	10/26/2022	0.00	229.98
Check Total											459.96

Date: 11/9/2022
 Time: 12:05: PM
 User: 123750

Ventura County Retirement Assn

Page: 1 of 4
 Report: 03630.rpt
 Company: VCERA

Check Register - Standard

Period: 04-23 As of: 11/9/2022

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post Closed	Ref Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
029704	CK	10/26/2022	WESTCOASTA WEST COAST AIR CONDITIONING	04-23	002512	VO	IT	10/26/2022	0.00	170.00

Check Count: 44

Acct Sub Total: 766,624.49

Check Type	Count	Amount Paid
Regular	43	766,854.47
Hand	0	0.00
Electronic Payment		0.00
Void	1	-229.98
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
Total:	44	766,624.49

Legend:

CK - Check
 VC - Voided Check.
 ZC - Zero check. Voided check that was not reissued.

Company Disc Total	0.00	Company Total	766,624.49
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VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

BOARD OF RETIREMENT

DISABILITY MEETING

OCTOBER 3, 2022

MINUTES

TRUSTEES

PRESENT:

Mike Sedell, Chair, Public Member
Arthur E. Goulet, Vice-Chair, Retiree Member
Steven Hintz, Treasurer-Tax Collector
Jordan Roberts, General Employee Member
Cecilia Hernandez-Garcia, General Employee Member
Aaron Grass, Safety Employee Member
Kelly Long, Public Member
Tommie E. Joe, Public Member
Will Hoag, Alternate Retiree Member
Robert Ashby, Alternate Safety Employee Member

TRUSTEES

ABSENT:

STAFF

PRESENT:

Linda Webb, Retirement Administrator
Lori Nemiroff, General Counsel
Dan Gallagher, Chief Investment Officer
La Valda Marshall, Chief Financial Officer
Leah Oliver, Chief Technology Officer
Shalini Nunna, Retirement Benefits Manager
Josiah Vencel, Retirement Benefits Manager
Brian Owen, Sr. Information Technology Specialist
Jess Angeles, Communications Officer
Chris Ayala, Program Assistant

PLACE:

In Accordance with Government Code §54953(e)(1)(A), and in response to the declared State and Local emergencies due to the Novel Coronavirus and Local Health Officer recommendation regarding social distancing, the Board of Retirement and its legislative bodies are holding meetings electronically and can be accessed below. Pursuant to Government Code §§ 54953(e)(2) and 54954.3, members of the public, to the extent required by law, will have the opportunity to directly address the Board concerning the below mentioned business.

TIME:

9:00 a.m.

ITEM:

I. CALL TO ORDER

A. Roll Call.

Chair Sedell called the Disability Meeting of October 3, 2022, to order at 9:00 a.m.

Roll Call:

Trustees Present: Aaron Grass, Art Goulet, Tommie Joe, Kelly Long, Jordan Roberts, Will Hoag, Robert Ashby, Mike Sedell

Trustees Absent: Cecilia Hernandez-Garcia, Steven Hintz

II. APPROVAL OF AGENDA

Chair Sedell said that because many individuals were waiting to hear the Board's discussion regarding item VI.A., "Update on the Status of Assembly Bill 826," he proposed moving that item so that it followed item III., "Receive and File Pending Disability Application Status Report."

MOTION: Approve as Modified.

Moved by Joe, seconded by Long.

Vote: Motion carried

Yes: Grass, Goulet, Joe, Long, Roberts, Sedell

No: -

Absent: Hernandez-Garcia, Hintz

Abstain: -

III. RECEIVE AND FILE PENDING DISABILITY APPLICATION STATUS REPORT

MOTION: Receive and File.

Moved by Goulet, seconded by Joe.

Vote: Motion carried

Yes: Grass, Goulet, Joe, Long, Roberts, Sedell

No: -

Absent: Hernandez-Garcia, Hintz

Abstain: -

After the Board voted on this agenda item, it advanced to item VI.A., "Update on the Status of Assembly Bill 826."

IV. APPLICATIONS FOR DISABILITY RETIREMENT

A. Application for Service-connected Disability Retirement—Foster, David; Case No. 19-015.

1. Proposed Findings of Fact and Recommended Decision to Grant the Application for Service-connected Disability, filed by Hearing Officer Deborah Wissley, dated July 15, 2022.
2. County of Ventura-Risk Management's Objections to the Hearing Officer's Proposed Findings of Fact and Recommended Decision, filed by Carol Kempner, Attorney for Respondent, dated July 25, 2022.
3. Response to the County of Ventura-Risk Management's Objections to the Hearing Officer's Proposed Findings of Fact and Recommended Decision, filed by Steven Rosales, Attorney for Applicant, dated August 4, 2022.
4. Application for Service-connected Disability Retirement, filed by Applicant on March 29, 2019.
5. Hearing Notice, dated September 23, 2022.

Carol Kempner, Attorney at Law, was present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. Steven Rosales, Attorney at Law, was present on behalf of applicant, David Foster, who was not present.

Trustee Hernandez-Garcia joined the meeting at 9:22 a.m.

Trustee Hintz joined the meeting at 9:24 a.m.

Ms. Kempner made a summary statement.

Mr. Rosales made a summary statement.

Trustee Goulet said he had not heard any argument that the Hearing Officer was incorrect.

MOTION: Grant the Service-connected Disability Retirement Application.

Moved by Goulet, seconded by Roberts.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

- B. Application for Nonservice and Service-connected Disability Retirement—Maher, David; Case No. 20-009.

1. Proposed Findings of Fact and Recommended Decision to Deny the Application for Nonservice and Service-connected Disability, filed by Hearing Officer Irene Ayala, dated August 31, 2022.
2. Application for Service-connected Disability Retirement, filed by Applicant on March 10, 2020, with Amendment to include Application for Nonservice-connected Disability Retirement.

3. Hearing Notice, dated September 23, 2022.

Stephen Roberson, Attorney at Law, and Catherine Laveau were present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. The applicant, David Maher, was also present.

Mr. Roberson made a summary statement.

Mr. Maher requested that the case be continued since he did not have time to properly prepare for the meeting because of circumstances beyond his control.

MOTION: Continue to the Disability Case to the Disability Meeting on November 7, 2022.

Moved by Hintz, seconded by Hernandez-Garcia.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

- C. Application for Service-connected Disability Retirement—Romero, Steven; Case No. 19-034.

1. Employer's Amended Statement of Position, submitted by County of Ventura-Risk Management, in support of the Application for Service-connected Disability Retirement, dated June 29, 2022.
2. Supporting Documentation for Employer's Statement of Position.
3. Application for Service-connected Disability Retirement, filed by Applicant on November 5, 2019.
4. Hearing Notice, dated September 23, 2022.

Carol Kempner, Attorney at Law, was present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. The applicant, Steven Romero, was not present.

Ms. Kempner made a brief summary statement.

Mr. Vencel noted that the County had requested that the disability retirement be effective today.

MOTION: Approve Service-connected Disability Retirement Application.

Moved by Goulet, seconded by Joe.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

The County agreed to waive Findings of Fact and Conclusions of Law.

D. Application for Service-connected Disability Retirement—Dawson, Jeffrey; Case No. 20-012.

1. Employer's Statement of Position, submitted by County of Ventura-Risk Management, in support of the Application for Service-connected Disability Retirement, dated September 2, 2022.
2. Supporting Documentation for Employer's Statement of Position.
3. Application for Service-connected Disability Retirement, filed by Applicant on April 22, 2020.
4. Hearing Notice, dated September 23, 2022.

Stephen Roberson, Attorney at Law, was present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. The applicant, Jeffrey Dawson, was also present.

Mr. Vencel made a brief summary statement.

Mr. Roberson made a summary statement.

Mr. Dawson declined to make a statement.

Trustee Hintz left the meeting at 9:52 a.m.

MOTION: Grant the Service-connected Disability Retirement Application, Effective January 6, 2021.

Moved by Long, seconded by Grass.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

The County agreed to waive Findings of Fact and Conclusions of Law.

E. Application for Service-connected Disability Retirement—Myers, James; Case No. 20-022.

1. Staff Recommendation to Grant the Application for Service-connected Disability Retirement, dated September 19, 2022.
2. Supplemental to Staff Recommendation, dated September 27, 2022.

3. County of Ventura-Risk Management's Response to VCERA's Revised Preliminary Recommendation, dated August 23, 2022.
4. County of Ventura-Risk Management's Response to VCERA's Preliminary Recommendation, dated November 15, 2021.
5. Supporting Documentation for Staff Recommendation.
6. Application for Service-connected Disability Retirement, filed by Attorney, Jane Oatman, on October 29, 2020.
7. Hearing Notice, dated September 22, 2022.

Catherine Laveau was present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. Jane Oatman, Attorney at Law, was present on behalf of applicant, James Myers, who was not present.

Mr. Vencel made a statement.

Ms. Laveau made a statement.

Ms. Oatman made a statement.

MOTION: Grant the Service-connected Disability Retirement Application, Effective October 1, 2022.

Moved by Grass, seconded by Roberts.

Trustee Hintz returned to the meeting at 10:21 a.m.

Trustee Goulet said that he was precluded from making a motion prior to Trustee Grass's motion.

Trustee Long said that the trustees in the boardroom were unable to see him on the screen.

Chair Sedell said that he would hold the motion until Trustee Goulet could make his comments. Trustee Goulet said that he was persuaded by the County's arguments that it should go to a hearing. So, he was planning to make a motion to approve the nonservice-connected disability retirement application and send the service-connected disability retirement application to a hearing.

Trustee Long asked if there was a motion on the floor and another trustee made an alternate motion, could the Board then vote on the alternate one first?

Ms. Nemiroff said that Trustee Long was correct.

Trustee Long added that if the alternate motion was not passed, then the Board would vote on the first motion.

MOTION: Grant the Nonservice-connected Disability Retirement Application and Send the Service-connection Issue to an Evidentiary Hearing.

Moved by Goulet, seconded by Long.

Vote: Motion carried

Yes: Goulet, Hernandez-Garcia, Hintz, Joe, Long, Sedell

No: Grass, Roberts

Absent: -

Abstain: -

Ms. Nemiroff then said that the Board should have a second motion finding that the applicant was capable of performing other duties for the County, which would trigger the option to pursue a disability reassignment.

MOTION: The Applicant is Permanently Incapacitated and Capable of Performing Other Duties for the County of Ventura.

Moved by Long, seconded by Hernandez-Garcia.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

F. Application for Service-connected Disability Retirement—Mah, Leon; Case No. 21-019.

1. Staff Recommendation to Grant the Application for Service-connected Disability Retirement, dated September 19, 2022.
2. Supporting Documentation for Staff Recommendation.
3. Application for Service-connected Disability Retirement, filed by Applicant on July 22, 2021.
4. Hearing Notice, dated September 26, 2022.

Catherine Laveau was present on behalf of County of Ventura-Risk Management. Josiah Vencel was present on behalf of VCERA. Thomas J. Wicke, Attorney at Law, was present on behalf applicant, Leon Mah, who was not present.

Mr. Vencel made a statement.

Mr. Wicke made a brief statement.

Trustees Goulet and Hintz questioned why a recommendation to reevaluate the applicant was needed to be included in the motion.

MOTION: Grant the Service-connected Disability Retirement Application, Effective October 17, 2021, and Authorize Staff, if Warranted, to Reevaluate the Applicant within Three Years.

Moved by Grass, seconded by Long.

Vote: Motion carried

Yes: Grass, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell
No: Goulet
Absent: -
Abstain: -

V. OLD BUSINESS

A. Reconsideration of Circumstances to Enable Board to Hold Meetings via Teleconference Under the Provisions of Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act, Due to State of Emergency and Consider Authorization for Continued Remote Teleconference Meetings.

1. Staff Letter from Retirement Administrator.
2. Letter from Dr. Robert Levin, Ventura County Health Officer.

MOTION: Approve.

Moved by Long, seconded by Grass.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell
No: -
Absent: -
Abstain: -

After the vote on the item, the Board Advanced to item VI.B., "Periodic Review of Board Policy: Service Provider Selection Policy."

VI. NEW BUSINESS

- A. Update on the Status of Assembly Bill 826.
1. Staff Letter from Retirement Administrator.
 2. Letter from Governor Newsom, Veto of AB 826.
 3. AB 826 Bill Text.

Ms. Webb said the Governor vetoed the bill late Friday. Staff had planned to have a Resolution and implementation plan on the agenda in anticipation of the passing of AB 826, but because of the veto, staff would be returning to the Board on October 24th with a resolution similar to the one brought to the Board in February 2021.

Trustee Grass said he understood that there would be negotiations going on between the County of Ventura, SEIU, as well as the Fire and Deputy Sheriff's Associations regarding the opt-out fee and some other options. He believed that it was likely that the staff and the Board would be receiving letters from these organization over the next 5 to 7 days indicating that there were some things being worked on behind the scenes.

Ms. Webb summarized the flex credit issue, noting that whatever could be received in cash could be included in "compensation earnable" for retirement benefit calculations. However, whatever could not be received in cash could not be included. This is why there have been discussions related to the opt-out fee, which prevented members from receiving the entire flex credit amount in cash if they did not sign up for health insurance. So, if those negotiations were successful, she envisioned VCERA having to deal with previous years when less than the entire amount was cashable.

Trustee Grass said that he just wanted to mention it to the Board because knowing that there could be an agreement on the horizon could mitigate work for staff and prevent VCERA from taking away a portion of retirement benefits from County employees that may need to be reincluded later.

Chair Sedell thanked Trustee Grass for the information because he was unaware that there could be another resolution to the issue. He also felt that it would be wise to have staff involved in those discussions regarding the flex credit so that the Board could determine what the outcomes meant for VCERA.

Trustee Long said that she would personally ask that Ms. Webb meet with the County regarding staff's proposed Resolution, as she felt that moving forward without those discussions was short-sighted. She also said that it was a very sensitive issue for those members who wanted to retire but were concerned with losing some of their pension benefits. Therefore, she wanted to ensure that they were working together.

Ms. Webb said that she intended to send the County all the information in advance that staff planned to propose to the Board, and she would be happy to meet with the County at any time.

Chair Sedell noted that both he and Ms. Webb had a meeting scheduled next week with the County to discuss other things, but he would be sure to bring up the topic at that meeting.

Trustee Long then said that if the Board did not decide on a proposed resolution at the next meeting, she was fine with it because she would like the Board to take its time on this issue.

Trustee Roberts asked, given the negotiations, the veto of AB 826 and the County's decision to change how it provided the flex credit allowance, how would retirement benefits be affected moving forward. He also asked if VCERA would continue including the non-cashable portion of the flex credit in compensation earnable.

Chair Sedell said those issues would have to be discussed during County negotiations, which is why VCERA needed to be involved at some level, with Ms. Webb and possibly General Counsel to discuss the legality of any proposed solutions.

Trustee Roberts then explained that his question was related more to legality. For example, if the County decided to make the flex credit an unrestricted cash allowance versus an in-kind benefit, what would the options be for VCERA?

Ms. Nemiroff said that staff would be proposing the same resolution previously proposed, which was that VCERA would only include the amount employees may receive in unrestricted cash; this was the only decision the Board needed to make. It would then fall to the County and the unions to negotiate what was cashable. If they agreed to get rid of the opt-out fee so that the entire amount was cashable, VCERA would include the entire amount. The next question would be how that would affect refunds. If employees could get a pension benefit based on the full flex credit amount, then VCERA's actuary would be consulted to ensure that whatever refunds VCERA issued would be

prudent under the Plan's terms without creating a huge unfunded liability. So, she believed that VCERA needed to work with the County and the unions to figure out the refund issue.

Ms. Webb also said that in terms of VCERA's position on the issue, staff's job was to follow the law. When the Alameda Decision was issued, staff brought a resolution to the Board, and the Board decided to wait on implementing portions of it because there were options they first wanted to pursue, including Declaratory Relief and AB 826. So, if there was the potential for a change to the flex credit issue because of negotiations between the County and the unions, then staff would like to be a part of those discussions. She added that staff was not planning to bring anything to the Board at the next Business meeting that should surprise anyone.

Trustee Long expressed appreciation for the work of Assemblywoman Irwin as well as the unions and VCERA to try to get the bill passed. The County was shocked and disappointed by the last-minute veto after being told that he was "all in." The County had hoped to provide the best for their employees.

Ms. Webb remarked that staff was also surprised, having drafted a resolution and implementation plan for this agenda in anticipation of the bill's passage.

After the Board's discussion on the item, they returned to item IV.A. "Application for Service-connected Disability Retirement—Foster, David; Case No. 19-015."

B. Periodic Review of Board Policy: Service Provider Selection Policy.

RECOMMENDED ACTION: Approve.

1. Staff Letter from Retirement Administrator.
2. Service Provider Selection Policy Proposed (Redline).
3. Service Provider Selection Policy Proposed (Clean).

Ms. Webb said that staff had been bringing overdue policies to the Board for review. For the Service Provider Selection Policy, staff has provided a red line with recommended changes, which were mostly minor, and she did not believe there was anything controversial among the changes.

Trustee Goulet said that although he did not have a question, he noted a typo on page 11.

MOTION: Approved Proposed Service Provider Selection Policy, with Changes.

Moved by Goulet, seconded by Hintz.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

C. Legislative Update: AB 2449 - Teleconference Provisions under Brown Act.

1. Staff Letter from General Counsel.

Ms. Nemiroff said that on September 13, the Governor signed into law Assembly Bill 2449, which would go into effect in January 2023, providing additional teleconferencing procedures for the Board. The Board was currently operating under State of Emergency procedures, which would remain in effect until the end of 2023. As long as the Board kept renewing its authority every 30 days and continued to find that Dr. Levin had a social distancing recommendation in place, the Board could continue to hold its meetings using the hybrid option. However, starting in January 2023, there were additional teleconferencing provisions: a quorum of the Board had to be present in the boardroom, a Board member could only teleconference for a “just cause” or “emergency circumstance,” the reason for the trustee’s absence had to be publicly disclosed, and the Board had to approve the reason for the trustee’s absence. Also, Board members’ teleconferencing would be limited to either three consecutive months or 20 percent of the regular board meetings (i.e., no more than four meetings per calendar year). “Just cause” was defined by the code and applied to caregiving for a child, spouse or immediate family member for a contagious illness, a physical or mental disability, or traveling while on official business. The medical emergencies were limited to physical or family medical emergencies. A Board member would need to notify the Board, if possible, to get it on the agenda ahead of time, with a brief description of the reason; if not possible, it could be handled as an emergency item during the Board meeting if the just cause or emergency did not arise until after the agenda was posted.

Trustee Long asked whether the legislative body had to approve the Board members who were not able to attend in person, and if they found out that morning that they could not attend, and it was not posted on that agenda within 24 hours, did that meeting have to be a Special Meeting?

Ms. Nemiroff explained that Board members could have an item put on the agenda after it was posted without it being a Special Meeting. They could have any item, at any time, added to an agenda at the time of the meeting, if it were a true emergency and if the circumstances could not have been known by the legislative body prior to the agenda posting, if it was necessary to take action at that meeting on that item.

Ms. Nemiroff said the bill was a little complicated and had gotten some criticism, but the legislature was trying to balance the public’s right to be able to attend Board meetings again with all the Board members present while also balancing the fact that teleconferencing had been working successfully for many legislative bodies and that Board members had found it advantageous.

Chair Sedell said that he would ask that staff send out the Legislative Update to all members of the Board, independent of the agenda, to avoid confusion.

Trustee Hernandez-Garcia remarked that the bill also stated, “A general description of an item generally need not exceed 20 words and shall not require the member to disclose any medical diagnosis or disability....”

Ms. Nemiroff said that wording was an indication that the legislature realized that a Board member did not need to put all the details of their medical problem into the 20 words but enough for the Board to be able to find that the trustee was unable to attend a meeting. Therefore, it needed to be noted that absence was due to a legitimate cause, but without violating a Board member’s HIPAA rights and right to privacy.

MOTION: Receive and File.

Moved by Roberts, seconded by Joe.

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Hintz, Joe, Long, Roberts, Sedell

No: -

Absent: -

Abstain: -

Chair Sedell informed the Board that he would like to hear the rest of the agenda item, while saving the Closed Session meeting for last, so that the Board could adjourn from Closed Session.

Before adjourning to Closed Session, the Board continued to item VIII. "Informational," item IX. "Public Comment," item X. "Staff Comment," and item XI. "Board Member Comment."

VII. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Retirement Administrator

(Government Code section 54957(b)(1))

VIII. INFORMATIONAL

A. Western Asset Invitation to the 134th Rose Parade.

IX. PUBLIC COMMENT

None.

X. STAFF COMMENT

Ms. Webb reminded the Board to let staff know at their earliest convenience if they wanted to attend the upcoming SACRS Fall Conference.

XI. BOARD MEMBER COMMENT

Trustee Roberts said that he would like to ensure that the Governor's veto of AB 826 was thoroughly communicated to members, as he had already received a lot of questions about it.

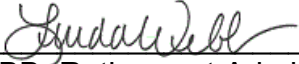
Ms. Webb said that staff would post the information on VCERA's website promptly.

After this discussion, the Board returned to item VII.A., "Closed Session: PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Title: Retirement Administrator (Government Code section 54957(b)(1))."

XII. ADJOURNMENT

The Chair adjourned the meeting at the conclusion of Closed Session at 11:04 a.m.

Respectfully submitted,



LINDA WEBB, Retirement Administrator

Approved,

MIKE SEDELL, Chair

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

BOARD OF RETIREMENT

BUSINESS MEETING

OCTOBER 24, 2022

MINUTES

TRUSTEES
PRESENT:

Mike Sedell, Chair, Public Member
Arthur E. Goulet, Vice-Chair, Retiree Member
Jordan Roberts, General Employee Member
Cecilia Hernandez-Garcia, General Employee Member
Aaron Grass, Safety Employee Member
Kelly Long, Public Member
Tommie E. Joe, Public Member
Robert Ashby, Alternate Safety Employee Member
Will Hoag, Alternate Retiree Member

TRUSTEES
ABSENT:

Steven Hintz, Treasurer-Tax Collector

STAFF
PRESENT:

Linda Webb, Retirement Administrator
Lori Nemiroff, General Counsel
Dan Gallagher, Chief Investment Officer
La Valda, Chief Financial Officer
Brian Owen, Sr. Information Technology Specialist
Jess Angeles, Communications Officer
Chris Ayala, Program Assistant

PLACE:

In Accordance with Government Code §54953(e)(1)(A), and in response to the declared State and Local emergencies due to the Novel Coronavirus and Local Health Officer recommendation regarding social distancing, the Board of Retirement and its legislative bodies are holding meetings electronically and could be accessed below. Pursuant to Government Code §§ 54953(e)(2) and 54954.3, members of the public, to the extent required by law, will have the opportunity to directly address the Board concerning the below mentioned business.

TIME:

9:00 a.m.

ITEM:

I. CALL TO ORDER

A. Roll Call.

Chair Sedell called the Business meeting of October 24, 2022, to order at 9:00 a.m.

Roll Call:

Trustees Present: Aaron Grass, Art Goulet, Tommie Joe, Kelly Long, Jordan Roberts, Robert Ashby, Will Hoag, Mike Sedell.

Trustees Absent: Cecilia Hernandez-Garcia, Steven Hintz

II. APPROVAL OF AGENDA

Chair Sedell proposed several changes to the agenda: Move Item VII.E., and VIII.A. to be heard after item III, "Consent Agenda". Also move Item VIII.B. so that it would be heard after VII.E; also, postpone VII.B to the November disability meeting, because of the number of items on the agenda.

Trustee Goulet suggested that the Board also move agenda item VII.A., "Finance Committee Activities", to be heard after III.C., "Receive and File Fiscal Year 2021-22 Quarterly Financial Statements and Budget Summaries", because the items were related. He also requested to pull the minutes for September 26th from the Consent Agenda, as he had some questions related to it.

MOTION: Approve the Agenda, as Amended.

Moved by Goulet, seconded by Joe

Vote: Motion carried

Yes: Grass, Goulet, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz, Hernandez-Garcia

Abstain: -

III. CONSENT AGENDA

A. Approve Regular and Deferred Retirements and Survivors Continuances for the Month of September 2022.

B. Receive and File Report of Checks Disbursed in September 2022.

C. Receive and File Fiscal Year 2021-22 Quarterly Financial Statements and Budget Summaries.

1. Staff Letter by Chief Financial Officer.

2. Financial Statements.

3. Budgets Summaries.

D. Approve Meeting Minutes for Disability & Business meeting of September 26, 2022.

Trustee Goulet noted on page 12, the word “fund” should be plural, and therefore changed to “funded”. Also, on page 13, the first 2 motions related to the approved 3% 401(k) contributions, were listed in reverse order.

Trustee Hernandez-Garcia arrived at 9:06 a.m., before the vote on the item.

Ms. Marshall said that at the Finance Committee of October 10, 2022, the Quarterly Financial Statements and Budget Summaries for Fiscal Year 2021-22 were reviewed by the committee and suggested changes were provided to staff. Staff they made the changes to the documents, which are provided for the Board’s consideration.

MOTION: Approve Consent Agenda, as Amended.

Moved by Roberts, seconded by Joe

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

After the vote on the item, the Board advanced to item VII.A., “Finance Committee Activities”.

IV. INVESTMENT MANAGER PRESENTATIONS

A. Receive Annual Presentation from Abbott Capital Management, Young Lee, Matthew Smith, and Arianna Merrill.

Young Lee, Matthew Smith, and Arianna Merrill reviewed Abbott Capital Management’s organizational changes and discussed the firm’s investment outlook, portfolio strategy, composition, and investment portfolio performance, and then responded to trustee questions.

B. Receive Annual Investment Presentation from Reams Asset Management, Clark W. Holland.

Clark W. Holland reviewed Reams Asset Management’s organizational changes and discussed the firm’s investment outlook, portfolio strategy, composition, and investment portfolio performance, and then responded to trustee questions.

Trustee Goulet returned to the meeting at, 2:46 p.m.

C. Receive Annual Presentation from Western Asset Management, Henry P. Hamrock and Julien Scholnick, CFA.

Henry P. Hamrock and Julien Scholnick reviewed Western Asset Management’s organizational changes and discussed the firm’s investment outlook, portfolio strategy, composition, and investment portfolio performance, and then responded to trustee questions.

V. INVESTMENT INFORMATION

VCERA – Dan Gallagher, Chief Investment Officer.
NEPC – Allan Martin, and Brendan Heaney.

- A. \$100 Million Commitment to PIMCO Corporate Opportunities Fund IV.
RECOMMENDED ACTION: Approve.

1. Staff Letter by Chief Investment Officer.
2. Joint Fund Recommendation Report from NEPC.
3. PIMCO Corporate Opportunities Fund IV Presentation: Kevin Gray, Neil Reiner and Catharine Roddy.

Mr. Gallagher said this would be VCERA's third PIMCO Private Credit Fund Investment and it was targeted to deliver attractive risk-adjusted returns, of about 15% net. It was designed to capitalize on the volatility and dislocation that he and NEPC felt would continue to accelerate. Therefore, they believed that it would be good fit for VCERA's Private Credit portfolio.

MOTION: Approve Commitment of \$100 Million to PIMCO's Corporate Opportunities Fund IV, and Direct Staff and Counsel to Negotiate the Necessary Legal Documents; and to Authorize the Board Chair or the Retirement Administrator, or if Both Unavailable, the Chief Investment Officer to Approve and Execute the Required Documentation.

Moved by Long, seconded by Grass

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

- B. \$10 Million Add-On Commitment in Pantheon Credit Opportunities Fund II.
RECOMMENDED ACTION: Approve.

1. Staff Letter by Chief Investment Officer.
2. Joint Fund Recommendation Report from NEPC.
3. Pantheon Credit Opportunities Fund II Presentation: Rick Jain, and Iain Jones.

Mr. Gallagher reminded the Board that at the June business meeting, the Board had approved a commitment of \$40 Million to their first Private Credit Secondary Fund-of-Funds, which was Pantheon's Credit Opportunity Corporate Opportunities Fund. The fund was off to a very strong start, having already produced top quartile performance for 2020 vintage year fund, and the proposed \$10 million add-on would increase VCERA's commitment to Private Credit Lending Fund 2 from \$40 million to \$50 million and would provide an additional 5 basis points size discount, which would apply to the entire \$50 Million commitment.

MOTION: Approve \$10 Million Add-On Commitment to the Pantheon Credit Opportunities Fund II; and Authorize the Board Chair or the Retirement Administrator, or if Both are Unable, the Chief Investment Officer to Approve and Execute the Required Documentation.

Moved by Joe, seconded by Goulet

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

C. Preliminary Performance Report Month Ending September 30, 2022.

RECOMMENDED ACTION: Receive and File.

Mr. Martin presented the Preliminary Performance Report for Month Ending September 30, 2022.

MOTION: Receive and File.

Moved by Joe, seconded by Sedell

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

VI. OLD BUSINESS

A. Reconsideration of Circumstances to Enable Board to Hold Meetings via Teleconference Under the Provisions of Government Code Section 54953, Subdivision (e), of the Ralph M. Brown Act, Due to State of Emergency and Consider Authorization for Continued Remote Teleconference Meetings.

1. Staff Letter from Retirement Administrator.

2. Letter from Dr. Robert Levin, Ventura County Health Officer.

MOTION: Approve 30-Day Teleconferencing for the Period of October 24, 2022, to November 23, 2022.

Moved by Joe, seconded by Roberts

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

After the vote on this item, the Board advanced to item, VII.C., "Quarterly Chief Investment Officers Report for July - September 2022".

VII. NEW BUSINESS

A. Finance Committee Activities.

RECOMMENDED ACTION: Receive and file.

1. Letter from Finance Committee Chair.

Trustee Goulet said that the Finance Committee had recently reviewed the Quarterly Financial Statements and Budget Summaries for Fiscal Year 2021-22 and recommended that staff place them on Consent Agenda.

MOTION: Receive and File.

Moved by Joe, seconded by Goulet

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

After the vote on this agenda item, the Board advanced to item, VII.E., "Recommendation to Adopt Resolution to Implement Changes to Compensation Earnable Resolution in Compliance with the California Supreme Court Decision, Alameda County Sheriff's Assoc. Et Al., v. Alameda County Employees' Retirement Assn., Et Al. (2020) 9 Cal.5th 1032 ("Alameda") Following Governor Newsom's Veto of Assembly Bill 826".

- B. Quarterly Retirement Administrator's Reports for April – June and July – September 2022.

RECOMMENDED ACTION: Receive and File.

To be Provided.

Note, this item was moved to a future meeting, during the approval of the agenda.

- C. Quarterly Chief Investment Officer's Report for July - September 2022.

RECOMMENDED ACTION: Receive and File.

MOTION: Receive and File Quarterly Chief Investment Officer's Report.

Moved by Joe, seconded by Goulet

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

- D. SACRS Business Meeting Agenda Items.

RECOMMENDED ACTION: Give Direction to Voting Delegate.

1. SACRS Fall Conference Business Meeting Packet.
2. SACRS Fall Conference 2022 Preliminary Agenda.

Chair Sedell asked Trustee Hoag, the Board's appointed Voting Proxy if he had any questions regarding those items on the SACRS Business meeting agenda.

Trustee Hoag said no, he did not have any questions.

After the discussion of this item, the Board advanced to informational item IX.A., "SACRS Legislative Update – October 2022".

E. Recommendation to Adopt Resolution to Implement Changes to Compensation Earnable Resolution in Compliance with the California Supreme Court Decision, *Alameda County Sheriff's Assoc. Et Al., v. Alameda County Employees' Retirement Assn., Et Al.* (2020) 9 Cal.5th 1032 ("Alameda") Following Governor Newsom's Veto of Assembly Bill 826.

1. Staff Letter from Retirement Administrator.
2. Letter from Governor Newsom, Veto of AB 826.
3. Proposed VCERA Resolution Regarding Correction of Pensionability of Flex Credit and Veto of Assembly Bill 826.
4. Letter from County of Ventura to Board of Retirement Regarding Continued Inclusion of the Flexible Credit Allowance as Compensation Earnable for VCERA Legacy Members, Dated October 14, 2022.
5. Letter from Ventura County Deputy Sheriffs' Association (VCDSA) to Board of Retirement Regarding the County of Ventura's Flexible Credit Allowance as Compensation Earnable for VCDSA Legacy Members, Dated October 19, 2022.

Chair Sedell noted the difficulty the issue presented to the organization because they understood the implications of the actions, they may need to take but the Board was required to follow the law. He understood how the majority of Board members felt about the issue, recognizing the value of the County of Ventura employees as well as retirees. However, the Board needed to carefully look at both sides of the issue and determine what they could legally and appropriately do regarding the issue, while moving forward with their partners.

Ms. Webb provided a brief background. The *Alameda Decision* was issued in July 2020, and in October 2020, the Board adopted the proposed Resolution, but deferred action on the "Alameda Exclusions" (paragraphs 3, 6, and 9), pending a filing of Declaratory Relief with the Court. At that meeting, staff and counsel warned that this approach could be unsuccessful given that the Board declined to adopt the paragraphs that would create the necessary controversy on which the Court could rule. This proved to be the case; the County of Ventura demurred, and the declaratory relief hearing took place on June 14, 2021. On July 2, 2021, the Court sustained the demurrer, finding that no cause of action existed because of the Board declined to adopt the controversial paragraphs of the Resolution. Thus, the declaratory relief effort did not provide the guidance the Board was hoping to receive. SEIU and the County of Ventura sponsored Assembly Bill 826 (AB), in an effort to find a legislative solution to allow the non-cashable portion of the Flexible Credit Allowance to be included in compensation earnable that was used to calculate retirement benefits for VCERA's Legacy members, however it was met with opposition and despite the proposed bill going through some changes, it was eventually moved to "Inactive" status.

Staff returned to the Board with an update on the bill in September 2021, indicating the intent to return at the following meeting with the recommendation to implement paragraphs 3, 6, and 9 as originally proposed. The Board had received letters from the County of Ventura and other stakeholders, requesting the Board delay any action to exclude non-cashable flex credit to allow the

County more time to discuss the bill with SEIU, with the goal of being considered in January 2022 for the following legislative session. The Board decided to take no action at that time and directed staff to provide the Board with any and all updates on the issue and to bring the item back at the December 2021 Business meeting for reevaluation. Staff brought an update of the bill to the Board in December, but no action was taken.

AB 826 was amended significantly to narrow its focus to Ventura County only, which would have allowed VCERA Legacy members who retired on or before December 31, 2025, to include the entire flex credit allowance amount in their compensation used to calculate retirement benefits. It would have effectively created a "window period", in that the benefit would be allowed temporary inclusion but ultimately be excluded after that date, and those who did not retire prior to that date would receive a refund of their contributions. The bill progressed through the legislative process, but on September 29, 2022, Governor Newsom vetoed AB 823. His veto message said the bill would inappropriately incentivize noncompliance with the Public Employees' Pension Reform Act (PEPRA) and would undermine the intent of PEPRA and the provisions were an attempt to circumvent recent court decisions.

Ms. Webb said these events brought VCERA back to the provisions of the original proposed Resolution. The Board of Retirement had made good faith efforts to find a legislative and legal pathway for allowing non-cashable portion of flex credit to be included in compensation earnable, but those efforts had been exhausted. Therefore, staff in coordination with General Counsel and Fiduciary Counsel, was once again bringing a Resolution to the Board for adoption.

Ashley Dunning, Fiduciary Counsel for VCERA then presented the Resolution to the Board and walked them through its provisions.

Trustee Long asked for Ms. Dunning to clarify item 3 in the proposed Resolution that described overpayments and recoupments.

To illustrate, Ms. Dunning used an example of a Legacy member currently retired and receiving a \$5000 per month benefit of which \$500 was attributable to including non-cashable flex credit, and that member had been retired for 1 month. Also, over the course of their 20 years of service, the member had paid contributions because of the inclusion of the non-cashable flex credit allowance in compensation earnable. If they paid \$10,000 in contributions that they should not have paid; not counting interest in this example, the employee would receive a refund of \$9,500 in overpaid contributions.

Ms. Webb said that more than 700 members had retired since the Alameda Decision was issued, the majority of whom were Legacy members who had made contributions on the non-cashable portion of the flex credit allowance. Some of the members had been retired for 2 years, while others have only been retired a few months. VCERA staff would look at the amount of contributions these members had paid on the non-cashable portion of flex credit and also calculate how much they were overpaid. Based on the terms of the Resolution, if the overpayment amount exceeded the contributions, VCERA would not recoup the difference; however, if the contributions exceeded the amount of the overpayment, VCERA would refund the difference once interest was applied. Also, based on a preliminary calculation, it appeared that those members who retired during the first year following the Alameda Decision were more likely to have their overpayment exceed their contributions. Essentially, if they owed VCERA money, VCERA would not seek to recoup it, in terms of the non-cashable flex credit amount, but a retired member who had contributed more than the overpayment would receive the difference.

Trustee Long then asked if they could explain the timing of the provisions of the proposed Resolution.

Chair Sedell said that the Board could discuss the timing during their Closed Session meeting.

Ms. Webb said she could hit the highlights related to timing of the implementation of the Resolution's provisions. The priority for VCERA staff would be to stop the overpayment of benefits to retired members, so that they could adjust the benefits going forward. Existing experienced staff would process those calculations, while the extra temporary resources previously pledged by the Board would perform lower-level clerical duties to ease the workload of the more experienced staff.

Staff was exploring tools and programming to assist staff with those recalculations, because V3 was not currently able to perform mass retiree recalculations; however, staff was working with the vendor to accelerate that process. As for the active members, she had been in contact with the Auditor-Controller's office and they pledged to put all the resources they could spare toward this effort, if the Board adopted the proposed Resolution. But the first priority for the active members would be to stop collecting the overpaid contributions from active members, which required some programming to be done to the Ventura County Human Resources Payroll System (VCHRP), so that they were no longer collecting on the non-cashable portion of the flex credit allowance. However, given the County and recently started at the open enrollment process for health benefits for its employees, VCERA had been told it could take several months before that programming was completed. Also, the Auditor-Controller's Office was already working on previous corrections, such as "situational" codes.

Trustee Long stated that refunds to the employee would happen on a one-time basis, but no employees would be required to pay back the pension plan.

Ms. Webb further explained that there would be no recoupments from active employees because these members would have just overpaid in contributions, and only members who had retired since the *Alameda Decision* would have an overpayment.

Trustee Long then asked when the one-time refund would go out for the members who over contributed because of the inclusion of the flex credit.

Ms. Webb replied that staff would need to do all the recalculations first and until staff was able to gain traction on the recalculations, she will not be able to estimate time frame for the refunds. Also, once everything was recalculated, including the interest, staff would then send a notice to the affected members to explain the change and timing.

Trustee Long asked if Ms. Webb thought it would happen maybe during the next fiscal quarter.

Ms. Webb said that the population was still growing until the Board took action to exclude, and then the timing would depend on when staff would get the additional resources and get them trained, as well as the V3 mass calculation programming.

Chair Sedell said that the Board should wait to discuss the details of the issue in Closed Session.

Trustee Long noted that once staff paid back the members who were owed a refund, then staff would also need to notify the members that their pension checks would be less than they previously received. She asked when VCERA staff be notifying the members of this.

Ms. Webb explained that the members who had retired following the *Alameda Decision*, were notified at retirement that the issue was pending and that the non-cashable portion of the flex credit that been previously included could change in the future, which would lower their benefit. So, staff would notify the members about the history of the issue and what action the Board had taken and then what their

new benefit amount would be going forward, along with an estimated date when that change will take place. Further, that VCERA would not be seeking a recoupment of overpayments, but if retirees were owed a refund, they would receive that. At every step, VCERA staff would be notifying the members affected about the status on the process.

Trustee Grass asked how far back VCERA staff was suggesting that they calculate the overpayments of the flex credit for Active and Retired employees.

Ms. Webb said staff would go back to the point when they began contributing to the non-cashable portion of the flex credit, which would stretch back to the 1990s, because any contributions that a member paid toward a benefit that should have been excluded would need to be refunded as far back as they paid those contributions.

Trustee Grass then remarked that the timing of the proposed Resolution was particularly troubling to him, because they were unsure of when they would be able to send refunds to the members who had over contributed, but they would be reducing their pension benefits soon. For instance, if a member were to retire in November, they would receive a lower pension benefit, without any indication of when they might receive a refund for their overpaid contributions. They were considering action that would lower a member's pension by \$800 to \$1,000 a month, with a promise that in 180 days or maybe a year they would receive a refund.

Chair Sedell said that he believed that Trustee Grass's concern was that the refund of overpaid contributions toward flex credit would not be done at the same time that the members pension benefits would be lowered. However, he believed that they would be done at the same time.

Ms. Webb explained that staff would calculate to new Final Average Compensation for the retirees, the overpayments, and overpaid contributions, and then in one transaction the retired members would have new pension benefit amount, a refund if applicable, or notification that they had been overpaid, but that VCERA would not be seeking repayment of those overpayments. Therefore, for the retired members it would all happen at the same time.

Trustee Grass said that he was not talking about the retired members, but rather about an employee who may retire in the near future, possibly November 15th, for example. Then, in 180 to 360 days they may possibly get their refunds, but no one really knew exactly when, but their actual pension benefit would get reduced immediately.

Chair Sedell then reiterated that they should wait to discuss the details of the issue in Closed Session.

Dr. Sevet Johnson, Chief Executive Officer for County of Ventura, provided public comment. She thanked the Board for taking time to consider the matter before them. It was likely one of the most important decisions that the Board of Retirement had been asked to make in more than a generation. Their decision would have sweeping a significant impact on the financial wellbeing and stability of the retirement of many of their hardworking public servants who were members of the retirement system, for which they were fiduciaries. Although she was not a lawyer, she would ask that the Board would carefully consider issue before they took any action on the matter, because their decision would cut the pension income for approximately 5,000 of their members, and she hoped to be their voice today. As they already knew, regrettably after two years of concerted effort by the County, Labor Partners and Assembly Member, Jacqui Irwin, to gain legal clarification through the passage of AB 826, legislation pertaining to the inclusion of the Flex Credit in pension compensation, the Governor made the decision to veto the bill, which would have would have helped their members preserve the pensions benefits they thought they had. The County appreciated Assembly Member, Jacqui Irwin,

her staff, and all the labor partners because of their effort. The County also appreciated VCERA's counsel's advice and the advice of their pension administrators, they were doing their job by providing the Board with conservative advice. The proposed Resolution before the Board, attempted to summarize over 2 years of different legal opinions and actions with regards to the Alameda Decision. It had always been the opinion of VCERA staff and counsel that the Alameda dictated the exclusion of what they referred to as the non-cashable portion of the Flex Credit from pension compensation. As they knew, the County has never agreed with this opinion. Similarly, the resolution contends that on October 12, 2020, that the Board passed a resolution that excluded portions of the flex credit, but then deferred implementation of such action until judicial review of the issue. The County did not agree with the characterization. The Board did not pass such a resolution, the specifically excluded passage of the pertinent sections and reserved them for review at a later time. For that reason, they believed that the resolution put before the Board today was incomplete and inaccurate. The decision before the Board should be stated, not as how contributions should be returned, but as to whether the Board of Retirement would decide to exclude any portion of the flex credit for legacy members pension compensation, and when any when any such exclusion would take effect. The County therefore asks on this ground alone that the Board reject the resolution before them. Since AB 826 was vetoed, the County had been working diligently to identify alternative solutions in the event the Board decided to exclude portions of the flexible credit allowance. The County was committed to working with their Labor Partners to find acceptable solutions, but the determination and implementation of such solutions for impacted members would take some time. Delaying implementation of the resolution would cause the least harm to the members who have been relying on the inclusion of the flex credit in their pensions for decades. She then thanked the Board for their time and consideration.

Trustee Long said that Dr. Johnson had mentioned that the resolution had not been accepted. Could someone comment on that and what the difference was in the resolution and if paragraphs 3,6, and 9 were included or not included.

Ms. Webb said that she believed that Dr. Johnson was referring to the original action that took place in 2020, regarding paragraphs 3, 6, and 9. She believed that Dr. Johnson was asserting that those paragraphs were excluded all together from the adoption at that time. Ms. Webb had personally listened to the motion in the recording multiple times to ensure correctness. The motion was to pass the Resolution, but deferring 3, 6, and 9, and the motion was made by Supervisor Bennett, who had been serving on the Board at that time. Staff could make that recording available, and she believed that the recording had previously been sent to the County at their request.

Trustee Long then asked if the Resolution had returned to the Board afterwards for discussion.

Ms. Webb said that it had returned to the Board more than once and the Board continued to defer action to allow all of these legal options to play out. So, the Declaratory Relief was the initial reason for deferring implementation of those paragraphs and then it was deferred again to see if AB 826 would resolve the issue. This was why staff was now bringing the item back with a Resolution that would implement the provisions of the original paragraphs 3, 6, and 9, as well as the other terms that Ms. Dunning described in her recitation of the Resolution.

Trustee Grass said that he wanted the Board to be clear on what the CEO's office was asking for, which was to postpone any further action until April, so they could negotiate with the unions.

Ms. Webb said that she understood the County was also requesting that the Resolution not be retroactive, and that the Board not make it effective until April 2023.

Chair Sedell asked if the staff had received any correspondence from the County or any of the other stakeholders so far that stated that there was any ability for the Board to legally delay the exclusion of the non-cashable portion of the flex credit.

Ms. Webb replied that the only legal opinions received had been through VCERA's own General Counsel and Fiduciary Counsel, but as she pointed out in her staff letter, AB 826 would have created what's called a "window period", which would have allowed the non-cashable portion of flex credit to be included for those who retired up until the end of 2025; however, it was vetoed. If the Board were to not make exclusion effective until April 2023, the Board would be essentially creating its own window period, which was a concept that was strongly rejected by the Governor's veto.

Chair Sedell said that it was a concept that Board would need to discuss in the closed session meeting, but what he wanted to know was if anything had been provided to staff, such as a legal opinion that was different than VCERA's Counsel's opinion, so that they could discuss that also in the closed session meeting.

Ms. Webb said that staff had not received anything from the County Counsel's Office or any of the attorney's representing the unions that said creating a window period was lawful.

Nick Odenath, President of VCDSA, provided public comment. He said he first wanted to thank the Board for the opportunity to speak. The VCDSA represented approximately 1,100 Active and Retired D.A. Investigators and Deputy Sheriff's in Ventura County. Unfortunately, AB 826 was vetoed as they all knew by Governor Newsom, and now the Board was having to make the tough decision regarding pension benefits for County employees. Should the Board decide to not allow the Flexible Credit Allowance to be pensionable, they would be cutting some County employee pensions by more than 20% and potentially taking a significant portion of the benefit away from those who have already retired after spending much of their adult life serving the County. Both he and the VCDSA Board respectfully requested that VCERA's Board wait to remove the Flexible Credit as pensionable, until April of 2023. They asked that the Board give them time, the time it will take for them to negotiate with the County on an appropriate solution that would leave our active Legacy members whole upon retirement. To be clear they were prepared to negotiate with the County to address the issue and had already had initial conversations with the County, letting them know that they were willing and ready to address this issue and negotiate at the table. They have been waiting 2 years on the legislation and they were simply asking for a few more months to address it with the County. In addition, it was their opinion that the VCDSA Board and their legal counsel believed that the removal of the flexible benefit did not need to be retroactive. The removal of the benefit did not and should not impact any of their retirees. They also believed that the pension modification should impact only those who retire after it was implemented and so again, they were asking that the implementation of the resolution not occur until April 2023 to allow time to negotiate. To the VCDSA members who were listening, please know that the VCDSA Board was prepared to take legal action in the event that the pension benefit removal negatively impacted the retired or active members. Should the VCERA Board decide to implement this reduction immediately it would cost a significant amount of money to VCERA in calculating the repayment of contributions and litigation. However, by waiting a few more months and not applying the reduction retroactively, VCERA would not need to take on this costly endeavor. Finally, the timing of the proposed pension reduction comes immediately after the VCERA CEO, and Legal Counsel received a generous increase to their salary and Deferred Compensation package. Mr. Odenath said he found it concerning that they would agree to this benefit enhancement at the same time that they are proposing a significant reduction to all County employee pension benefits. It simply did not look good. Should anyone have any questions, please feel free to reach out to him, and his contact information was on the letter that he had submitted to the VCERA Board last week.

Blair Brim, Business Representative for IUOE Local 501, provided public comment. He said that he represented a little more than 200 employees of the County, who were Heavy Equipment Operators and Maintenance Workers, and I.T Technicians. He concurred with everything that Mr. Odenath said 100% and he was amazed that the issue had occurred at all, and that legal counsels had decided to take a portion of the benefit away. However, he would just like to say that he concurred to the degree that the labor unions needed time to work with the County to work out some alternative to the problem. Therefore, if the Board could please take Mr. Odenath's comments and make them his as well, he would appreciate it.

Tom Adelman, Member, SEIU Local 721, provided public comment. He had worked for the last 26 years as a Respiratory Therapist at both at Ventura County Medical Center and Santa Paula Hospital. He was a Classic or Legacy member of SEIU 721, and as they all knew SEIU 721 represented the largest group of employees, of which the majority were Legacy members. What was being proposed would affect all Legacy members who had been working for decades to keep the County working. The blow they just received from the Governor's veto of AB 826 was a complete shock to everyone, and he believed that everyone on the Board was probably just as shocked as all of the members it affected. Especially, since they seemed to have had the support from the local County government, all the way up to the top state legislators. The immediate potential loss to a member's pension had a significant impact to any member, but it would impact their lower paid employees the most, even though all members could see a retirement income loss of 10 to 20 percent or greater, at a time when people are dealing with record inflation and trying to provide a family a holiday season after two years of being locked down. He was sure a lot of the retirees would like to travel to see people they had not been able to see, and the Board's action could significantly affect these retirees' ability to do so. He could not imagine that a retiree on a fixed income could lose 20% of their income overnight, and even if they were still working and had the potential to maybe work longer, losing 20% of their income overnight was obviously devastating. That was why he was asking the Board on behalf of all the Legacy member of SEIU 721, to allow them the time to negotiate with the County to minimize the great retirement loss, and so he respectfully requested that they postpone any decision on the issue, until after April 1st of 2023. He believed it was the least a person could do to assist all the hard-working employees who spent decades of their lives working, and making the County work, with a promise they would have a specific level of guaranteed financial stability, which was now in question. They would like some time to help work through the matter with the County.

Joe Mulrooney, Sergeant, Ventura County Sheriff's Department, provided public comment. As a Ventura County employee for almost 30 years, who had been promised a benefit that was now being attacked, he was concerned not only with the issue of removing the portion of the flex credit, but on how those calculations were going to be calculated. Because it was his understanding that they would receive the flex credit amount in their pension as it was a negotiated, in lieu of salary increases and so he did not know how someone could determine that it was an in-kind benefit, when it was a negotiated item. In addition, as he was listening to the Fiduciary Counsel, he heard how the flex credit was to offset of cost of medical benefits, but the County did not sponsor the VCDSA medical plans, because they were actually paid for by VCDSA members through a third party, through VCDSA. It was negotiated through a private entity for medical benefits, so those funds were coming to the members and then out from the association. Now, granted they are a reduction in pay that was agreed upon for opportunity to have deductions from their paychecks to pay those entities, but it went through the VCDSA, to a third party. So, in fact it would be a cash payment to the members, who then agreed to a deduction in their salary as a direct payment to that third-party entity. Therefore, he was curious as to what portion of the Flex Credit would be considered cashable as it related to determining how much was paid or was pensionable. Another concern he had was related to how those calculations were going to be construed, because he had heard that the calculations would go back to 2013, 2016, or 2019, when their members started paying for their own portion of their

retirement for the Flex Credit, and it was also my understanding that in the 1980s their membership in VCDSA included payment for their portion of the retirement, again in lieu of cash compensation the County would take on the responsibility of paying for the member's portion of their retirement, prior to PEPRRA, which was no longer allowed as something that could be negotiated. Also, did the County have the records that went back almost 30 years, to figure out what amount was set aside for him within the VCERA retirement program, because again that benefit had been negotiated on their behalf. He was also curious to know the process would ensure that it was fair and equitable, if the Board moved forward with adopting the resolution, against the requests of membership, not only for the VCDSA members, but for all the different unions represented throughout the County. Because he believed that a forensic auditor would have difficulty with the calculations, and he seriously doubted that staff would quick access to the members' records, but he had heard Ms. Dunning say it was VCERA's priority to get the members records to make the calculations, as quickly as possible from the Auditor-Controller's office, because he could not imagine that in his case, it would be easy to get 27 years' worth of records and in some other cases, it would be more than 30 plus years of records for those who had recently retired. Even with an army of forensic auditors, it could take anywhere from 3 to 5 years or more, and yet they were making this quick decision. This was why he supported both the County and Mr. Odenath and the other union leaders in delaying the implementation of the resolution, so that they did not have to spend the money on a forensic auditing team and save VCERA funds. He felt it would be much cheaper and faster way to resolve the situation than what was being proposed today.

Kevin Aguayo, President of the Ventura County Professional Firefighters' Association (VCPFA), provided public comment. He said he would continue to echo what his other labor partners and Dr. Johnson had previously said by also asking that the Board give the labor groups time to negotiate with the County to keep their members whole. The hits to the members would come at a huge cost. After reading the letter provided by Dr. Johnson, and Mr. Atin had written to VCERA, which related the statistics of the issue, it showed that it would have a real impact. He said Board had to give them time to negotiate, within the spirit of PEPRRA. PEPRRA had a five-year window for implementation, and he knew that the Board initially had a "glide path". He requested the Board give time by delaying the implementation, as much as legally possible and to give labor groups the opportunity to negotiate with the County, so they could have come to some type of resolution. He thanked the Board for their time and said, to Chair Sedell, the other trustees, and the staff of the VCERA, he knew that it had been a trying moment for them but was more trying for the labor groups and their members who were looking to them for leadership and guidance, and now they were looking to the Board to do the right thing and make sure their members could stay whole.

Bryan Toledano, Labor Representative for the Union of American Physicians and Dentists, provided public comment. He also wanted to echo the message from Dr. Johnson, Mr. Odenath, and Mr. Aguayo and what the rest of the labor partners had said, in terms of providing them time to work out the issue. He believed that Mr. Aguayo put it best when he said that the numbers do have real consequences. The Union of American Physicians and Dentists, which he represented was a relatively new unit, but they were aware that the matter would have a significant impact.

Danny Carrillo, Regional Director for SEIU 721, provided public comment. He asked to go on record by joining with the other labor partners, who had previously commented, by also requesting an extension for time to negotiate, with both the County and other labor groups. It was a very unfortunate circumstance that the Governor had vetoed the bill they had worked so hard on; nonetheless, SEIU 721 was also asking for more time to negotiate the issue with the County.

Ms. Webb noted that Trustee Hintz had sent an email to the Board regarding the resolution, as he was not able to attend the meeting, which she would read into the record. He initially said that he had supported the resolution, as presented, however he then said that he had one caveat. The one

caveat, he had was the effective date of the resolution. He believed there was no need to rush into a final decision without giving the County the time to consider alternative methods of enhancing retirement checks, that did not involve employee contributions and VCERA funds. For example, his Judicial retirement paycheck contained two enhancements, one cash offset for Medicare and one that was for cost reductions for supplemental medical plans, which were separate from the retirement calculation. He then said that it would not surprise him if the County would try to minimize the optics of taking money away from retirees by announcing some sort of offset at the same time. He suggested making the Resolution effective in February or March 2023.

Chair Sedell said the Board would be go into recess for the regular meeting, so that could move to a Closed Session meeting, and he would like to provide everyone attending a 5-minute notice before the Board reconvened to the public meeting, so that those who were listening remotely.

Trustee Long noted that she would not be attending the Closed Session, as she was employed by the County.

Chair Sedell clarified that Trustee Long had recused herself from the Closed Session meeting, because she was a member of the Board of Supervisors for the County of Ventura, and not necessarily because she was employed by the County.

Trustee Long said she appreciated the clarification.

The Board left the Public meeting to enter the Closed Session meeting at 10:33 a.m., to discuss item VIII.A., "CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: One (1) Case: Dispute re Flex Credit Correction Resolution".

The Board reconvened to the Open Session at 12:08 p.m.

Chair Sedell called the reconvened session to order. He then asked Ms. Webb to reintroduce the agenda item.

Ms. Webb explained that the Board would now discuss the issue, and vote on whether to approve the recommendation to adopt the resolution, or to take an alternative action.

Trustee Long said that because she did not attend the Closed Session, she wanted to ask if there was a possibility to move forward with an understanding of the process. Once they had decided on a plan, they could possibly approve the Resolution. She also asked why the Board would need to approve the proposed Resolution now, without knowing all of the changes and all the processes. Because she would like the Board to have an understanding of that process before approving the Resolution, as opposed to approving a Resolution and then finding out the process after the fact.

Chair Sedell said that this posed a dilemma for staff because they could not propose an implementation process until they knew what the Board's decision was on the Resolution and what then needed to be done.

Trustee Long then asked when the Board would be able to approve the implementation of the Resolution.

Chair Sedell said that he hoped the Board would be able to approve the implementation at the Board's next business meeting.

Ms. Webb noted that staff believed they could process the recalculations for retirees in 4 to 5 months, but again that was assuming that the Board adopted the Resolution today, because it would stop the increase of retirees into the population whose benefits would need to be recalculated. She envisioned they would be able to do that with existing staff, but they would need to bring in some additional resources. Therefore, she may be overly optimistic about that projection because of the manual calculations that were involved. In terms of the active member corrections, staff would collaborate with the Auditor-Controller's Office, because they would still be collecting contributions. She could not pinpoint exactly when the implementation would happen. Also, from what they understood from Counsel was that the Board should view these two issues separately; whether or not the Board was legally compelled to adopt; and if so, did the Board need to do adopt today. Once that decision was made, then staff could then return to the Board with an implementation plan, which described the exact steps that would need to be taken for both the retired and active members who were impacted.

Trustee Long also asked if there was anything to report out of Closed Session.

Chair Sedell stated that there was nothing to report out of the Board's Closed Session.

Ms. Dunning said an additional thing to be decided by the Board was the rate of interest to be applied to those calculations. So, in addition to their recommendation to adopt the Resolution, both she and staff recommended that the Board identify the rate of interest to be applied, because that would impact the calculations. She also wanted to clarify that the implementation of the Resolution would happen immediately for those employees who were retiring, after it was adopted. She also believed that it was said before in Open Session, that stopping the collection of overpaid contributions would take the most time, as well as refunding those overpayments back to active members.

Chair Sedell said that he understood from a previous discussion that those who were retiring currently had been given an estimate, which stated that the pension benefit did not include the non-cashable portion of the flex credit.

Ms. Webb noted that if the members had requested an estimate during this period of time, then the estimate would not have reflected the non-cashable portion of the flex credit. So, if a member were to retire right now, their benefit would include the full flex credit, and it would be too late to catch these over payments for October's payroll. But staff could catch these for the November payroll, which would be those members with retirement dates in October 2022.

Chair Sedell that asked whether VCERA's calculator online included the non-cashable portion of flex credit or not.

Ms. Webb said the calculator on the website was currently not available for either Legacy or PEPRA members because of the flex credit issue. Also, when members used the calculator, they themselves would enter the Final Average Compensation, so it did not draw from the member's actual payroll record.

Chair Sedell said that there were several different ways to approach the interest rate. They could use the Federal Reserve numbers which were extremely low compared to VCERA's investment portfolio's 10-year average or 20-year average, which they had readily accessible. However, he was not aware that the Board had to decide on the interest rate today. He asked Ms. Dunning if the interest rate had to be in the Resolution or whether the Board could determine that later.

Ms. Dunning explained that it needed to be done today, in order for the Resolution to be implemented. Also, to respond to Trustee Long's question, the interest rate needed to be reasonable and justifiable, because the Board was paying interest on contributions that were being refunded. As the Chair noted, it could be based on the member crediting rate or as high as their assumed interest rate of return from their investment portfolio. It could also be their actual return year-over-year or an averaging of that, over a longer period. However, it should be something within that range, and it should not be 0% or above what the Board actually could have received as a return.

Trustee Hernandez-Garcia asked if there was a cap on the interest rate for the overpaid contributions.

Ms. Dunning the highest rate of return that was typically ordered to be paid by courts in litigated matters was 7% for pre-judgment interest, with 10% as the outer bounds. However, there was not a set rate under the law in this circumstance, but it was within the reasonable discretion of the Board as long as it was not arbitrary capricious and the Board's decision was based on the facts and circumstances presented, in which for some members the Board had a short-term consideration, while others there was a long-term consideration, where their contributions had been on deposit.

Trustee Grass said the only thing that would be fair was for the Board to use the Actual Rate of Return, as there was a significant cost on these funds that sat on deposit for years, and members did not have the opportunity to elect how their funds should be invested. Also, these members had paid fees just like any other investment.

Chair Sedell asked if using the actual rate of return meant they would use the yearly rate for the years the members served or did it mean the Board's actual rate of return over a period of time. What was the actual rate of return a year?

Trustee Grass said that he believed that either would be fair, at the expense of having to go back and calculate all of the members individually. Although he understood that it could be an issue, but the actual rate of return of the plan should be the very least of where their discussion began.

Ms. Webb said that staff would need to know what rate to apply, so the Board would need to determine if they wanted to do a long-term rate of return, and if so, how long that period would be.

Trustee Grass said the members would have lost the opportunity cost investment fees, and in his own opinion he probably would not have invested his contributions in the same way that Board had. So, there were a lot of additional factors involved, but he believed that at the very least, the members should be compensated according to what VCERA investment plan earned each year.

Trustee Long said that was why she was asking because in 2008 the housing market had crashed and the returns were negative and last year, the market had not done well. She felt staff should come back to the Board with a recommendation on an interest rate.

Chair Sedell noted that the Board had a Performance Report in today's agenda materials, and they could see what VCERA had received over the past 10 years, which was 7.5% and the since inception number was 7.8%, however they did not have a 20-year rate.

Trustee Goulet then noted the "since inception" date was April 1994. So, it was a 28-year period, with a rate of 7.8%.

Trustee Grass said that it was only related to Legacy employees, so he felt that the 10-year rolling average for those employees was fair, which would be 7.6% or 7.8% because that was a 10-year

average over that period. There were also not many PEPRAs employees who were retiring currently, so he felt it was a good place to start.

Trustee Goulet said that thought the Board should consider either the 10-year average of 7.5% or the inception date, which was a 28-year average of 7.8%.

Trustee Long asked if anyone knew how many of the employees were affected had more than 10 years of service or longer.

Ms. Webb said all of the members affected would have had a membership date prior to PEPRAs, unless they were a reciprocal member, which means prior to January 1, 2013. However, given the large group of members, there was a large range of membership dates.

Trustee Long then noted that there was a lot of fluctuation in returns over those periods.

Chair Sedell said that 7.8% would probably be the highest, because any longer of a period, with the economy the way it was, that rate would most likely come down rather than go up. So, he believed that it was the best that could be hoped for considering Trustee Grass's concerns about members who may have done better by investing themselves, but those return could also have been worse.

Trustee Long asked whether the Board should consider continuing the item to the next meeting, so that they could have staff provide them with a recommended interest rate based on the performance report.

Ms. Webb explained that staff could not make a recommendation on the rate because it was purely under the Board discretion. Staff could just inform them on what their legal options were.

Trustee Long then asked why staff could not provide the Board with that recommendation.

Ms. Dunning noted that the Board had the information necessary to determine the interest rate, and the issue was a matter of the Board's exercise of its discretion. This would also apply to the calculation of overpaid benefits for purposes of doing the offset, so it applied to both sides of the calculation and reasonable minds could differ on whether it should be an actual rate or the assumed, which was often used by other retirement board, because the Board already determined the assumed rate each year. So, all of these would be reasonable, but it was exactly the type of discussion the Board should be having now in order to make a decision to go along with the implementation Resolution.

Ms. Webb said other CERL plans' implementations had already begun and she believed the assumed rate was the most commonly used by them.

Trustee Goulet asked what VCERA's current rate of return was, maybe 7%.

Chair Sedell replied Yes, 7%.

Trustee Goulet then said he believed the range the Board should consider was between 7% and 7.8% and he for one, would choose 7.8%, because it was the longest term.

Chair Sedell said that he would agree with that because it was what VCERA had made in the longest period, which he felt was reasonable considering the ups and downs of markets.

Trustee Ashby said he felt it was appropriate to go with rate since inception of 7.8% considering that they were discussing the resolution today, which was higher than the assumed rate that VCERA's has. So, he believed that in fairness, 7.8% was what they should consider.

Trustee Roberts said that he also agreed with Trustee Ashby, as most of the members who would be impacted by this would be long-term employees, who had been members for 10, 20, or 30 years of their career. Therefore, he also felt that the longest measurement period made the most sense.

Chair Sedell reiterated that none of the Board members wanted to remove the non-cashable portion of the flex credit from compensation earnable, but it was required by law and the Board wanted to make it the least painful for the members. Therefore, they could have the 7.8% interest rate in a separate motion, or they could include it in the same motion to approve the Resolution, but it should be clear now that if the Resolution was adopted this would be the interest rate applied.

Trustee Grass believed that they should be two separate motions because while some of the trustees might not agree about the implementation, they agreed if it was to pass, the rate should be 7.8%.

Ms. Webb asked whether the interest would apply to the total contributions or compounded annually.

Chair Sedell said that it was his understanding as well. He then asked the other Board members if they had a different understanding.

Ms. Webb added that if they had it compounded annually, it would create a larger unfunded liability for the Plan.

Trustee Goulet said he would make the motion that if the Resolution were adopted, that a 7.8% interest rate would be applied to contributions.

Trustee Grass said that he believed that there was some confusion regarding the interest rate, which he believed had to be compounded annually.

Trustee Goulet said no, he did not suggest compounding the interest.

Trustee Grass replied that it needed to be compounded because it would not be fair to the employee otherwise.

Trustee Goulet said that they would have to go back to each year and calculate it.

Trustee Grass said that was why he thought the actual rate of return was sufficient. It had to be compounded, because VCERA could take the overpayment amount and multiply it by 7.8% one time.

Ms. Nemiroff said that no one had suggested using the actual rate of return the plan had earned every year, instead what was being proposed was an average rate of 7.8 percent. So, the question was, should it be simple interest that applied one-time to the total contributions, or every year compounded, similar to the way the COLA benefit rate was calculated.

Trustee Grass said again that it had to be compounded annually, otherwise the rate of return, including inflation, would be a negative number.

Ms. Webb asked if someone could explain how it would be compounded annually.

Trustee Grass explained that if they invested a hundred dollars every year, 7.8% interest would be added. Then the following year they would take 107.8 and multiply it by 1.078%, which the only way it could be done. Otherwise, they took twenty thousand, for example that had accumulated for 30 years and multiplied it by 7.8% the actual rate of return, minus inflation, CPI and everything else, the total would end up being a negative number. Therefore, it had to be compounded.

Chair Sedell asked how staff had done the calculations that were being provided to the members.

Ms. Webb explained that staff had not calculated the refunds yet. Staff had only given the members the difference in benefits based on the inclusion or exclusion of the flex credit.

Trustee Grass said if they looked at his previous example again, and where they had that 7.8% interest rate that was earned by the plan. The hundred dollars that increased to \$107.80 was exactly what the plan earned. So, they were not giving any additional money back. He would also say that the 7.8% interest rate was probably low.

Chair Sedell said that VCERA had also earned a negative rate of return during some years.

Trustee Grass said that he was talking about an average, but if he was talking about basic economic or financial principles of compound interest that 7.8%, if they went back to inception was exactly what had been earned, including the years with negative returns, that had been compounded. So, if they were just agreeing on a 7.8% rate, compounded annually instead of a simple interest calculation, then everyone would get a fair amount in their refund, as members were not retiring with only three years of service.

Ms. Dunning said she believed compounded interest was the way it was typically applied to these sorts of refunds by other systems. So, it was compounded in the same way that Trustee Grass was recommending. It would also be helpful for the maker of the motion to clarify that the interest rate would be applied was to all calculations of Interest under the Resolution, and not just refunds and contributions, because the calculation of the offset applicable where someone has been overpaid a benefit would also include interest. Therefore, it would be helpful to note that that would be the interest rate applied to whichever calculation was being performed.

Ms. Webb noted that it was also how interest crediting was performed.

Chair Sedell asked if the interest were compounded on a year-by-year basis, would not the math come out different because the amounts involved would be different each time.

Ms. Webb said that the member accounts were credited on June 30th and December 31st of each year, in an amount equal to one half the rate of return of the U.S 10-year treasury note as quoted in the Wall Street Journal. It was then credited to those contributions on deposit six months prior using the rate of the 10-year note, and in no way would the semi-annual rate of interest credited exceed one half of the prevailing actual interest assumption rate, adopted by the Board.

Trustee Grass said that the way to make it fair would be to calculate it on a yearly basis, similar to an individual paying their mortgage, in a bunch of separate smaller payments. So, if you reduced your interest rate you could have the effect of inflating that. So, it should be calculated every year, all the contributions, multiplied by that rate of return, and compounded to the next year.

Chair Sedell said, however, if a member were to join the plan at a certain point in time, they might not get 7.5% interest, overall, because VCERA would not have earned 7.5% interest; it could be a negative percent over a period of time.

Trustee Grass again said they were discussing Legacy members because PEPRA members were not retiring yet, since those members would only have 8 years of service and the minimum was 20 and a certain age, to qualify for retirement. However, they were talking about 7.8% for all members, whether they had 11 years of service or 35.

Trustee Goulet said that he was concerned because he was not sure that VCERA plan had 7.8% calculated on a compounded basis.

Mr. Martin said that he could answer that question for Trustee Goulet. The 7.8% was compounded annually, net a fee return of the plan, over that period. Therefore, it was indeed compounded. Also, to be clear, the way NEPC calculated it was that they took one plus the return in the first year, multiplied by one, plus the return in the second year. So, they did not take the annual returns, but they calculated the geometric average of those returns over the time period. Therefore, it was indeed compounded, and they also had the individual year-by-year number in the report.

Trustee Joe noted that VCERA's outside counsel had said that the Board should approve a rate for all the calculations not just for the refund of overpaid contributions.

Trustee Goulet agreed with Trustee Joe saying that all calculations would use the same rate if the Resolution were passed.

MOTION: If the Proposed Resolution was Adopted, the Interest to be Applied to All Calculations on Non-Cashable Flex Credit would be a Compounded Annual Interest Rate of 7.8%.

Moved by Goulet, seconded by Long

Vote: Motion carried

Yes: Grass, Goulet, Hernandez-Garcia, Joe, Long, Roberts, Sedell

No: -

Absent: Hintz

Abstain: -

Chair Sedell then said that the Board was bound by law, in regard to approving the Resolution, although he would have liked to have heard some differing legal analysis. However, they Board had not heard anything from the County or Unions that gave him faith that there was another legal opinion they could consider. So, at this point it did not seem legally defensible to continue to wait in excluding the non-cashable portion of the flex credit allowance. However, the Board knew that the County was considering options that could alleviate the issues through a negotiated process with the union's representatives, which would likely be done by the time VCERA was able to get the proposed Resolution implemented, given the implementation would most likely take at least five to six months. Therefore, he hoped that the County could have some resolution quicker than that, so that it would be less impactful to the members.

Trustee Roberts asked if the Board had been told that the decision to include or exclude the flex credit allowance for Non-PEPEA and Legacy members was wholly the responsibility of the Board of Retirement.

Ms. Dunning replied that the Courts had made that very clear, both in the California Supreme Court in Alameda and most recently at the Santa Barbara Superior Court, in the pending litigation that Retirement Boards do not grant benefits and Retirement Boards did not have the right to expand benefits beyond the statutory confines of CERL. Therefore, the Board did not have discretion to include a non-pensionable benefit in an employees retirement allowance.

Trustee Roberts acknowledged Ms. Dunning and thanked her for the explanation.

Trustee Goulet said his understanding was that case law that said that a Retirement Board also did not have the option of creating a "window" for the implementation of the Resolution.

Ms. Dunning said that he was correct, and in the legal case that was cited in the Resolution, in the City of San Diego vs. San Diego City Employees Retirement System, the Retirement Board had created a 3-month window period in order to allow their members to receive the benefit of a particular

rate of service credit purchase, which was not the rate the Board determined needed to be provided under the law. Then the Court of Appeals said it that was illegal, and a window period was not permitted in that instance. So, the retirement system then had to engage in a multi-year process of correcting all those benefits.

Sedell remarked that it would be difficult to get a motion for something that no one wanted to do.

Trustee Roberts then asked, regarding the timing, what sort of discretion did the Board have to timing of the implementation of the proposed Resolution.

Ms. Dunning explained that the timing was set forth in the proposed Resolution, such that it would comply with the Supreme Court's decision issued on July 30, 2020. So, the timing had not changed, if adopted, was that the Board would not recoup from the post-*Alameda* retirees, the amounts they had been overpaid. So, the timing recommended was today, to adopt and implement it as soon as practicable, which varied in terms of the member group, but the priority would be the retirees, who were continuing to be overpaid, and also to any new retirees from entering payroll with an incorrect benefit amount.

Chair Sedell noted for the record that the Board's duty was to administer the benefits that were allowed by law. When AB 826 was going through the legislative process, the Board could not support that legislative change, however staff worked with the County on the language in the bill, so that if passed they could avoid further legal issues in court. Therefore, the Board had done all that it could do to help AB 826 pass. Also, when the Board had removed paragraphs 3, 6 and 9 from the previously proposed Resolution regarding the flex credit, the County then went to the court, and they found that there was no dispute for the court to rule on. Then the County and the unions lobbied for AB 826, and everyone saw where that went, which was frustrating for everyone, especially the retirees and the active members, but the law said what it said, and he did not see that the Board had any other choice but to adopt the Resolution.

Trustee Grass said that he believed that the Board should honor the request of the County and all the unions by postponing the adoption of the proposed Resolution until April 1st, so that they could seek alternate options. This would be no different than when the Board had waited for Declaratory Relief or the passage of AB 826. The Board had tried over the last two years to provide additional time, so that the County and Unions could negotiate, and he believed that the County probably did not believe until nor that AB 826 would not pass. Therefore, they should be given a little more time, and so adopting the proposed Resolution right now was the wrong thing to do for members, and he did not feel he could be convinced otherwise.

Trustee Joe then asked Ms. Dunning, if Trustee Grass's recommendation would create the window period that was similar to the one, that she mentioned in *City of San Diego vs. San Diego City Employees Retirement System*.

Ms. Dunning replied yes.

Trustee Grass pointed out that back to 2003 the Board believed they had the discretion to not exclude the non-cashable portion of the flex credit, so he did not see how the argument had changed today, versus 2 ½ years ago.

Ms. Dunning explained that VCERA believed they had the discretion in 2003 because the Court of Appeals said they "need not" instead of "must not" include the non-cashable portion of the flex credit, so the Board believed that it was discretionary, but it was litigated very heavily, which led to the elevated decision whether Guelfi footnote 6, was good law that could be relied upon or not and the

Supreme Court said it was not and disapproved as to Guelfi footnote 6. So, it was the California Supreme Court's unanimous decision on July 30, 2020, that created the context of the "may not", or "must not" language to include in-kind benefits in the calculation of retirement allowances. The delay on the issue was due to some reasonable efforts to seek either judicial authorization or statutory change, which would permit these payments to be included in final compensation of the benefit, and neither had been forthcoming. This was why the Board's Fiduciary Counsel said at this point the Board was willfully creating a window period that was in violation of law.

Trustee Grass said that he believed Ms. Dunning's pointed to exactly what he was saying, in that the Board had created this window period for the last 2 years, so there was no difference now.

Ms. Dunning explained that those two things were not the same because there had not previously been a true "window period", in the sense that the current proposed Resolution was similar to all the other resolutions that had come to the Board with the same recommendation from staff, with the same implementation date of July 30, 2020. So, all the retirees who had retired on or after that date had their benefits impacted by this. Therefore, what staff and legal counsels had simply said about the window period was correct, although she had heard that some people did not believe it should be applied to the retirees, which she believed was wrong. However, if there were an additional window period created, then the Board would be allowing more people to be overpaid and then the question would be, did the Board have a reasonable basis not to recoup from them. Therefore, the Board would be digging further into the hole that the system finds itself in currently, of having overpaid benefits and having to address the reason for that.

Trustee Grass replied that Ms. Dunning comments were an oversimplification of the facts because a member who retired tomorrow would actually be owed a refund and the fact that the Board could reduce the benefit beginning tomorrow, with the uncertainty of when the members would be paid back. The Board had no idea when that would be, the only thing they had agreed on was the interest rate for the refund of those overpaid contributions. So, he did not think there was any difference when the Board was waiting for AB 826 to pass or not 6 months ago and waiting now for negotiations between the County and the Unions, in earnest. Therefore, he did not see the rush to adopt the proposed Resolution and he did not think that the tactic of what the counsel was saying now was creating an illegal window.

Chair Sedell remarked that the reverse of Trustee Grass's argument could be made, because he believed the County and the union representatives who had commented today had said there were options available to them that could possibly alleviate the problem. So, in essence the members could be kept whole by those negotiations. So, whether the Board adopted the proposed Resolution today or it was postponed. There would however be pressure was on the County and the unions to get something worked out, because it would take VCERA about 6 months to get the calculations done in order to implement the Resolution. So, if that put pressure on negotiations within those 6 months and if both sides were agreeing that they would do something to prevent the members from losing any portion of their pension, then there should be no impact to the actual beneficiaries.

Trustee Grass said that it would make a difference because if an employee were to retire on November 2nd, their pension benefit would be reduced by a certain amount every month. It may not matter to him or Chair Sedell, but it was going to matter to those retirees. It could be the difference between those retirees being able to make their car payment, whether they could afford to go out to dinner, or whether they could afford health insurance premiums. It was a huge difference to them, and he felt the Board would not be doing right by those retirees if the Board did not wait to see if the

matter could be resolved through those negotiations. Because they could all agree that there was something that could be done that would fix the whole problem.

Chair Sedell said that he understood what Trustee Grass was saying, but it came down to was this, was it the Board responsibility to do the "right thing" for the employees or to do the right thing according to the law.

Trustee Grass then said that the Board had been waiting to implement the complete Resolution for 2 years and asked if Chair Sedell was saying that the Board had been doing the wrong thing that whole time. No, the Board was waiting on something to happen, just like they were today.

Trustee Long asked, since the Board had taken this long, what would be the risk in waiting 5 or 6 months. How was that risk different previously and maybe the Board needed their fiduciary counsel to weigh in on that, or perhaps they needed a second opinion, because it would be coming back to the Board, as well as unions. The County had been trying to figure out a legislative solution to the issue, but the bill was vetoed. However, she had heard some of the concerns about not adopting the proposed Resolution, but she was also concerned about the effect on retirees. Therefore, would it be worth getting another opinion on the matter, who may support Ms. Dunning's opinion or have another opinion altogether.

Chair Sedell noted that the County could have gotten a 2nd opinion from County Counsel, but did not.

Trustee Long explained that she was talking about a legal opinion from a 3rd party, because someone could question the validity of an opinion from County Counsel, because they worked for the County of Ventura. So, someone outside the situation may be preferable.

Ms. Dunning pointed out that VCERA was already in litigation over the issue with the County, and what she meant was that VCERA and the County were already in litigation over implementation of Alameda Decision, to the extent that if the Board adopted the Resolution today, the other parties in the case could certainly agree to have the Court decide the legality of the topic. So, there would be a dispute because at that point the Board would have adopted the Resolution and so it would be right for the most independent of people, which was the Judge, to decide on the issue, which could happen if the Board adopted the Resolution today, rather than having another opinion from some other attorney. The opinion would be from the Judge, and because it was the Judge's ruling that mattered, every attorney would defer to the Judge's decision.

Chair Sedell said that what Ms. Dunning was saying was that by adopting the Resolution today, the Board could have that issue back in front of a judge to make that decision.

Ms. Dunning added that the Board was already in court, all they would need was the agreement of the parties to reinsert it through a cross-complaint or something of that nature, which could be worked out with leave of court, but they were already there. The Board simply needed to adopt the Resolution, so that they were now implementing the law they have been advised applied and the Judge would rule on it; any of the other parties complained, and it sounded like many did, and all the unions who commented today were already parties to the litigation. So, the Judge would be prepared to rule on it if they asked her.

Chair Sedell asked what if in the time that it took the Judge to rule on that issue, the adoption was held, what would happen in that case.

Ms. Dunning replied no, the Board did not want to do that because they would have to apply the Resolution through the steps that had been described, so that they were not a continuing to overpay

retirees from the outset with amounts that were excluded and deemed non-pensionable. As she understood, the Retirement Administrator said that staff could quickly work on refunding the overpaid contributions for retirees, which was something that did not need to wait. However, what would take longer was “turning off the spigot” for active members, where the payroll had already shut down through year end, which would take necessarily longer, but it would be litigated in the meantime. So, there would be resolution in the Superior Court on the issue by that April date, but in the meantime the Board would be able, or the system would be able, to implement it and there would be a case in controversy, and they would have something that the Judge would be willing to rule on, given she was unwilling to rule when the Board had been previously unwilling to take final action.

Trustee Long asked Ms. Dunning if it less expensive to the employees to get a 2nd opinion versus going to court to get that opinion.

Ms. Dunning pointed out that it was not an issue of expense to the employees because they were not paying it directly; but it was far less expensive in her view to get a ruling from the Judge, than to deal with another six months of uncertainty. VCERA was already before the Judge and another attorney's opinion, would be just that, it would not be binding on anyone. She said that having practiced public pension law for 25 years, including in all of the cases she had mentioned, in her opinion the adoption of the proposed Resolution was the way to comply with the law at this point.

Chair Sedell said it was one avenue that the Board could follow, and obviously the County would have to agree to it, but he believed that they would to get it the matter resolved in the Court. It would also still provide the County time to work out the issue through negotiations, while VCERA was going through the implementation process, because it would still take some time to implement.

Trustee Roberts asked for the status of the Declaratory Relief.

Chair Sedell explained that since the County demurred on the issue, after the Board decided not to implement paragraph's 3, 6, and 9 in the original Resolution, the Court would not rule on it.

Ms. Dunning reminded the Board that there was a case management conference scheduled for October 31st, and she and the Board would discuss the matter in greater detail in Closed Session, but for purposes of Open Session, the Judge wanted to know what was left to be resolved in the case. The Judge had ruled in VCERA's favor, by upholding the Board's decision, with respect to the leave straddling topic and now there was a case management conference, which would be a perfect opportunity for the parties to come forward and tell the Judge that they would like an additional issue to be resolved by the Court. They could ask for an amended pleading, so they would need a Leave of Court, but she suspected the Judge would be very willing to provide a ruling, assuming that the pleadings were properly amended.

Chair Sedell noted that the County had already indicated that they would be willing, and they were already in the case. The Board already had a threat of litigation, from VCDSA as they already said they would sue VCERA if they excluded the non-cashable portion of the flex credit.

Trustee Long said that she still believed that a 2nd opinion was a lot less expensive than going to court and having all the lawyers discussing the matter, but she understood that Ms. Dunning was very knowledgeable on this issue.

Ms. Dunning said to Trustee Long that VCERA was already in the litigation, which was the point and the Meet and Confer was already scheduled for Friday, so that cost would already be incurred to add the argument to the litigation was a way to get an opinion on it. But it would be Judicial opinion as

opposed to an opinion from another law firm, and they would not have to pay for it the Court was required to provide it to them.

Chair Sedell said that it would actually provide an opportunity for County Counsel and Ms. Dunning to discuss the issue.

Ms. Dunning replied yes, provided that the Board adopted the Resolution today. If the Board did not, there would be no dispute and they would be no closer to getting the issue resolved in court than they were before.

Trustee Long then asked Ms. Dunning whether she could simply ask the Judge for a ruling without Board having to approve the Resolution right now.

Ms. Dunning replied that the Judge had already said that she would not decide the issue if the Board did not adopt the Resolution.

Trustee Goulet noted that Trustee Grass had raised the issue of what the difference was between delaying adoption of the resolution now and delaying before. He believed there was a distinct difference when the Board delayed initially, because they thought they were going to go to court to get Declaratory Relief action, but it was scuttled. Then the Board had reason to believe that AB 826 would pass, but then that did not happen. Now, the Board would be knowingly increasing the total amount of overpayments, which would then not be recouped. This was something that he felt the Board should not do.

Trustee Grass said no, the Board would be delaying the adoption of the proposed Resolution, knowing that the County would be negotiating on the issue to fix the problem.

Trustee Goulet then replied, the Resolution needs to be passed and then the County and the Unions could come up with some sort of solution to make up for loss in the retirees' pensions, as a result of the Resolution.

Trustee Grass said that there were other ways the Board could go about it, and the Board would also be incurring a great expense by bringing on the additional staff to calculate the overpayments, and they would be doing this at the same time when it could be resolved by negotiations. He thought that the most logical thing for the Board to do was to delay the adoption of the Resolution, until they knew that the negotiations would be unsuccessful, or the Opt-out Fee had been removed by the County. It would be no different that when the Board was waiting for AB 826 to pass or Declaratory Relief.

Ms. Dunning noted that the biggest problem from a fiduciary standpoint was that the Board was overpaying retirees and, as she understood it, would not be resolved at the negotiation table. However, it would not be resolved by forcing the retirement system to pay an illegal benefit, so the Board cannot pay illegal benefits. So, if the County wanted to provide a Non-Retirement Benefit that was outside the retirement system, without giving a gift to the public funds, that was their prerogative, and they could do that.

Trustee Grass said VCERA had been pretty sure for the better part of a decade that they should not have been overpaying this benefit.

Ms. Dunning said she disagreed, as she had already stated, she believed that VCERA thought it was a discretionary authority.

Trustee Roberts asked if there was a way for the Board to make the Resolution effective April 1, 2023, while still having provisions in the Resolution that fell within the law.

Ms. Dunning said that it would be considered a window period, which she had advised was unlawful.

Chair Sedell said that the Board would then be paying on the benefit, while knowing that it was unlawful, but if the Board were to adopt the proposed Resolution today, then they could hopefully get some idea of how the courts may rule on the issue. However, if the Board did not adopt it, then there would not be a dispute, and the Court had said it would not decide on it, which would also be the appropriate place for a decision on the issue.

Trustee Long asked how the Board would be creating a window period, if they had been delaying since 2020.

Chair Sedell replied because with every avenue pursued, the door had been shut. From the time that the Board wanted to get a friendly lawsuit through Declaratory Relief, and then when the Board was told that AB 826 was coming, and they believed there was a reasonable chance it would resolve the issue. Representative Irwin had worked very hard to try and get the legislature to pass it. Then the Governor said the law did not allow for it, and the Alameda Decision was clear. So, all of those doors had been shut continually and now what Board's Fiduciary Counsel was saying, was that they had tried everything, and the Board needed to adopt the Resolution, if they wanted to comply with the law. Although he did not like doing it any more than anyone else, they needed to comply with law. Therefore, VCERA's staff could work on the implementation of the Resolution while the County met with the associations to try and work out the issue there. Also, he had not heard any legal opinions from the County that would give the Board something to stand on, and he had also not heard anything legal opinion from the unions that said the Board was not required to adopt. They had simply said they do not want the Board to adopt the Resolution. He had heard no other reasons as to why the Board did not legally have to adopt the Resolution. He was concerned that as fiduciaries, the Board was forced to do something they really did not want to do. Hopefully, a change would occur so that the court in Santa Barbara would make a decision on the matter. The County could also possibly resolve the matter quickly with the associations, which they had the ability to do, which could be a light at the end of the tunnel. However, he did not know how the Board could say they were legally in compliance with the law if they did not adopt the Resolution.

Ms. Webb pointed out that the delays for the last 2 plus years had all been legal or legislative in nature. The first was for a Declaratory Relief, so they could get a Judge to rule on the issue, but she would not because there had no controversy created. Then AB 826 was a legislative solution that would have changed the law, which also did not happen. Therefore, any further delay from this point forward would not be based on waiting for an illegal or legislative solution, it would simply be done at the request of the County and Unions. So, the Board wouldn't have a legal basis to delay implementation any further.

Trustee Long noted that the contracts that the County and the unions were negotiating were legal binding contracts, so would they be waiting on another legal solution to resolve the issue.

Chair Sedell said that the County and Unions could agree to change their contract at any time, if they both agreed to change it.

Ms. Dunning said that it did not change pensionability for individuals who were not employees. So, what they were discussing today was whether pension benefits for members who were currently retired, as well as the deferred members who had terminated their employment but had not yet retired. So, those individuals presumably would not be impacted by what was being negotiated between the County and unions.

Trustee Grass said he kept getting reminded of the meeting the Board in late September or early October of 2020, where the issue was initially brought up and the sky was falling. Everyone was saying the Board would be in trouble if they did not pass paragraphs 3, 6, and 9 of the Resolution at that time. But, if the Board had passed that portion of the Resolution at that time, the portion of flex benefit that could not be received in cash would not be received now. That Resolution did not include it, so he felt that they had a tendency of panicking about the issue, when in reality it was the same issue, they had a month and a half ago. Nothing had substantially changed other than knowing that AB 826 was not on the table anymore, and the only other option left was negotiations between the County and the Unions. No one disagreed that there were things that could be done to fix the problem, but the Board continued to have these discussions, just like in September or October, over the same argument, which that the Board had to make the decision on that day to exclude everything or there was a huge problem, and people would be sued and everything would fall apart. Yet here they were 2 years later, it nothing had happened yet; he just did not see the rush to adopt the Resolution, because the argument still had not changed from a month ago and they also knew that the County and Unions would be negotiating the issue.

Chair Sedell said that however, each time previously, they thought there was some light at the end of the tunnel, but each time there was not a light at all, and now the train was coming at them.

Trustee Grass replied it benefited of the members, in getting the additional compensation from flex credit, which was still pensionable.

Trustee Sedell then said that if Trustee Grass was so confident that it could be negotiated and approved, then there should be no problem with the Board adopting the proposed Resolution, as it would be done by the time it was implemented.

Trustee Grass said that was where Chair Sedell had gotten it wrong, because members who retire on November 1st would receive a reduced benefit, so adopting the resolution was not going to fix that. The only thing the 6 months of implementation would get the members was additional notice of how many more months it would take for the retirees to get their money back, and in the meantime their pension benefits would be reduced by \$800 to \$1,000 a month.

Chair Sedell asked, would not the end result be the same or was it different.

Trustee Grass said it would be completely different. There was one thing on the table for the County and the Unions to negotiate, but if they were not successful in negotiating anything on April 2nd, the Board could then discuss implementing the Resolution, because there would indeed be no other options. To Chair Sedell's point, a few minutes ago he said he was waiting for something else, however there was nothing else. These negotiations were the only option left, and so he felt that they should respect the wishes of the County and the associations.

Chair Sedell said that something could possibly be done within a month or maybe 2 weeks. If the County and Unions had a deadline of 2 weeks, they would most likely get it done in 2 weeks, and again the implementation of the Resolution would probably take 6 months, but if the negotiations get were in 2 weeks, the Board should not delay any further.

Trustee Grass remarked that what was being recommended would result in the members being paid less, starting November 1st.

Ms. Webb said no, new retirees would have a chance to withdraw their application if they chose to.

Trustee Grass explained, so a Fireman who worked 35 years, who was beaten and bruised, should just work another year. No, he'd worked 35 years, and maybe he is incapable of working another year. The members should not give up some of their retirement benefit because we think something might happen. It just didn't sit well with him.

Ms. Dunning said that if Trustee Grass remembered back to their discussion on October 12, 2020, the Board did take action at that time. The Board had adopted the Alameda Implementation Resolution, which was a very important action that put in place all of the steps to apply PEPRAs per Alameda Decision, except that the Board had deferred on the Flex Credit issue.

Trustee Grass remarked that the Board had continued to hear the same "sky is falling" conversation since then.

Ms. Dunning said yes, because the Board was continuing to overpay benefits. The Board was continuing to overpay retiree benefits, and members who retire on November 1st were in the same group of individuals, post Alameda Decision, who should not be receiving those amounts in their retirement allowances. So, her recommendation was, as they heard several times today, was that the Board should stop kicking the can down the road. She had a Meet and Confer with counsels on the litigation on Friday. The Board already had a Case Management Conference that the Court had scheduled for Monday, October 31st. The issue could be addressed through the courts with a Leave of the Court and an agreement of the parties, but if the Board continued to kick the can down the road to April 1st, they would have a whole slew of additional retirees, who would go out the door receiving overpaid benefits, and they could possibly lose the jurisdiction of the Santa Barbara Superior Court, because the Judge was not going to wait around forever.

Trustee Grass then said that the members were not being overpaid, they were currently owed money back and the Board had no way to tell those members when they would receive a refund.

Ms. Dunning reminded Trustee Grass that the Retirement Administrator had previously said the members would get their money back very promptly once they retired.

Trustee Grass remarked, if the County provided the needed payroll information to VCERA, in a timely manner.

Ms. Webb said that was true for the Active Members, but for Retirees staff would have to continue to pay the those retirees that were already retired, with additional an benefit, until staff could recalculate their benefit. At the same time staff recalculated their benefit, staff could calculate the refund amount in the method that the Board prescribed. This meant that staff would change the retirees' benefits and in quick succession, they would refund those retirees. But members who are retiring from that point forward would be paid the correct amount, because the non-cashable flex credit would be excluded looking forward. Also, if the members would like, staff could tell them what the difference would be if they chose to move forward with their retirement or not.

Ms. Dunning add she believed that Ms. Webb had said that the return of overpaid contributions to retirees would happen promptly, so whether the member retired on November 1st, and they were being paid the adjusted amount, it was what their estimate stated. Those members would receive a refund of contributions, promptly after their retirement, and anybody whose benefit was being corrected on a go forward basis, would also receive a return of any overpaid contributions, so there would be no waiting.

Ms. Webb further said because staff would not have to do any offset calculations for those members, because there would be no overpayment. Staff would just simply use the tool they already had in

place to calculate the contributions the members paid on that excluded portion and apply the interest as prescribed.

Ms. Dunning reiterated that the refund of contributions for retirees would be calculated with the adjusted benefit going forward.

Webb said that Ms. Dunning was correct, in that the correction process was done using one tool, so the new Final Average Compensation was calculated by removing the non-cashable portion of the flex credit, on a year-by-year basis. It would be the same process that staff would use to calculate the refund of contributions, and even though they would use a different tool for this, it would be done simultaneously. So, staff would be able to come up with the 2 calculations at the same time, that way staff could also provide the refund they when they calculated the new benefit.

Chair Sedell said that it seemed to him that the only legal way to be able to resolve the issue was by adopting the Resolution, and so that the Santa Barbara court could provide a ruling. He also believed that the Board could revisit the issue, after they adopted the Resolution, if needed. However, the Board should try and get the issue moving forward in the courts to receive a final decision on the issue.

Trustee Long asked why Ms. Dunning could not just provide a draft of the Resolution to the Judge and ask for her opinion on it.

Ms. Dunning said that was exactly what she had tried to do in 2020, and the County was opposed it in theory, but because the board had not taken action, the Judge would not issue an advisory opinion.

Trustee Ashby said he thought that the Board had kicked the can down the road as far as they could. It also should not surprise anyone, given the issue was brought up in 2020, and former Supervisor Bennett had addressed the issue by saying that the members who were retiring should save the overpayment amount, because it might have to be paid back. The Board had done everything they could possibly do to protect the members' pension benefits and hopefully they had taken Mr. Bennett's advice and held on to that money, because everyone was advised that the issue was under litigation. All had hoped that it would not get to that point, but unfortunately, they were, and the Board needed to take an action and with the intent of protecting the members, as much as possible, but the Board had to follow the law. If they tried to continue to kick the can down the road for 6 more months, he was unsure how that was going to benefit anyone. It was unfortunate, because nobody wanted to have to make this decision, they had all hoped that AB 826 would pass. However, they were at a point where they had to make a decision and the Board cannot determine what is pensionable.

Chair Sedell noted that the faster the County the Unions agreed on a solution, the faster the matter was resolved, even if the Board adopted the Resolution.

Trustee Roberts asked if the Board had any other options. One suggestion he had heard was that flex credit be provided to employees as a cash allowance or removing the opt-out fee. He understood those options were not for the Board, but that the County had to negotiate with the labor unions. He asked if there were anything else that the Board could do to mitigate effects of excluding the non-cashable portion of the flex credit, that they had not already discussed.

Chair Sedell said it was a retirement benefit that had to be negotiated by the County.

Trustee Roberts said it impacted the retirees, so how could the Board mitigate the impact on them, as well as those who were going to retire in the next year, before any newly negotiated items went into effect.

Ms. Dunning explained that the Board was not the grantor of the benefits, and they were not able to negotiate benefits, but they were to simply administer the Plan according to the law. There were a couple of things in the proposed Resolution that were included to help mitigate the effects, such as not recouping the overpaid contributions during last 2 ½ years; but that was as far as the Board could go given that they were not the employer. The Board was the administrator and the fiduciary, who was trusted to act in a way that was prudent. So, she recommended that the Board remember that their responsibility was to comply with the law and direct staff to apply the law, per the Resolution. Then others could decide what they could or could not do address the problem, which was within their jurisdiction to determine, but not within the Board's.

Ms. Webb said-she understood Trustee Roberts to be asking what the Board could do to mitigate, which had actually been addressed in the Resolution itself. This was to not recoup the overpayments from retirees, even if VCERA had overpaid them in excess of their contributions, and also by including a generous rate of interest to refunds. These were actions that the Board could do.

Ms. Dunning remarked that Ms. Webb was correct.

Trustee Goulet said that he believed that the Board had exhausted the topic, and although he did not like doing it, he would make the motion to adopt the proposed Resolution.

Trustee Joe said that he would second the motion.

Chair Sedell said that he had one question, before they voted on the motion. He asked Ms. Dunning if they could make sure the issue was discussed in the court in Santa Barbara; otherwise, they would be back discussing it again. So, he asked Ms. Dunning if that request needed to be part of the motion.

Ms. Dunning replied that there was a Closed Session meeting scheduled so they could discuss the litigation, and afterwards it would be up to each of the parties in the litigation to proceed. The Board could not direct another party in the litigation, but certainly the desire to have this resolved through the litigation could be easily expressed, and she believed everyone had heard that already.

MOTION: Adopt the Proposed Resolution.

Moved by Goulet, seconded by Joe

Vote: Motion Failed

Yes: Goulet, Joe, Sedell

No: Grass, Hernandez-Garcia, Long, Roberts

Absent: Hintz

Abstain: -

Trustee Long then said that she would like to make the motion to bring the Resolution back to the Board in April 2023.

Trustee Grass said that he would second the motion.

Chair Sedell asked Trustee Long why there was a date in her motion.

Trustee Long said that based on what she heard from the Union groups and from the County, was that they could have their negotiations done by April 2023.

Chair Sedell said that it was her motion, and that he was just curious.

Trustee Grass noted that he believed Dr. Johnson had suggested in her letter that negotiations could be done by April 1st. So, the first business meeting after that date would presumably be the time to bring the item back to the Board.

Trustee Long then said that she would be fine with Trustee Grass's suggestion, because she would just like to provide as much time as possible for the negotiations for the employees.

MOTION: Continue the Item to the First Business Meeting in April 2023.

Moved by Long, seconded by Grass

Vote: Motion carried

Yes: Grass, Hernandez-Garcia, Long, Roberts

No: Goulet, Joe, Sedell

Absent: Hintz

Abstain: -

Chair Sedell then said that the Board would need to deal with the fact that because the Resolution was not adopted, they would not be able to ask for a ruling on the issue from the Court because there still was no dispute, which was unfortunate.

Trustee Long said that she would hope that Ms. Dunning would bring it to the Court's attention that the Board would be adopting the proposed Resolution in April 2023, if there were no changes.

Ms. Dunning said she would bring it up in court.

Chair Sedell said that the Board would now go into a Closed Session to discuss item, "VIII.B. "CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(a)) Name of Case: Ventura County Employees' Retirement Association v. County of Ventura, et. al, Case No.: VENCI00546574.

The Board then entered Closed Session at, 2:01 p.m.

The Board then returned from Closed Session at, 2:15 p.m.

Chair Sedell called the reconvened Open Session meeting back to order. He said that the Board had nothing to report out of Closed Session. The Board would then call roll to see which Board members were present. The Board members were all present, except for Trustee Goulet. Chair Sedell said that the Board would then continue with the agenda, since he was sure that Trustee Goulet would return to the meeting as soon as he could.

After the vote on this item, the Board returned to item, V.A., "Receive Annual Investment Presentation from Abbott Capital Management, Young Lee, Matthew Smith, and Arianna Merrill".

VIII. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9: One (1) Case: Dispute re Flex Credit Correction Resolution.
- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9(a)) Name of Case: Ventura County Employees' Retirement Association v. County of Ventura, et. al, Case No.: VENCI00546574.

IX. INFORMATIONAL

- A. SACRS Legislative Update – October 2022.

X. PUBLIC COMMENT

None.

XI. STAFF COMMENT

Ms. Webb informed the Board that there was an Ethics Training and Sexual Harassment & Discrimination courses available at the SACRS Fall Conference. So, if any trustees needed to take these courses, she recommended that they let staff know so that they could be signed up for them.

XII. BOARD MEMBER COMMENT

None.

XIII. ADJOURNMENT

The Chairman adjourned the meeting at, 3:54 p.m.

Respectfully submitted,



LINDA WEBB, Retirement Administrator

Approved,

MIKE SEDELL, Chair

November 28, 2022

Victoria Choi, Director
Gordon Readey, Managing Director
Christian De Leon, Vice President
Alli Leiva, Analyst

BlackRock®

Ventura County Employees' Retirement Association

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I. Relationship Summary

i. BlackRock Relationship Management Team

BlackRock Relationship Team

Function	Contact	Location	Telephone	Email
Institutional Client Business – Lead	Victoria Choi, Director	Santa Monica	212.810.8118	Victoria.Choi@blackrock.com
Client Experience Management	Joseph Skaggs	San Francisco	415.471.5126	Joseph.Skaggs@blackrock.com
Institutional Client Business	Helena Moreno, Analyst	San Francisco	415.638.1386	Helena.Moreno@blackrock.com

Presenter Biographies



Gordon Readey, Managing Director, is a member of the Product Strategy team within BlackRock's Global Fixed Income group.

Mr. Readey's service with the firm dates back to 2006, including his years with Barclays Global Investors (BGI), which merged with BlackRock in 2009. At BGI, Mr. Readey was a US Fixed Income product strategist. Prior to joining BGI, Gordon worked with Bear Stearns in their Strategic Financial Products group, where he structured fixed income products for institutional investors. Earlier, he was an associate director at Fitch Ratings, where he rated structured products and performed market research. He began his career as a member of the class of 2000 analyst program at Morgan Stanley.

Mr. Readey earned a BS degree in business administration from the University of Richmond in 2000.



Victoria Choi, Director, is a member of the US and Canada Institutional team within BlackRock's Institutional Client Business. She is responsible for developing and maintaining relationships with institutional investors, specifically public and private pension plans.

In her previous role, Victoria was a Relationship Manager within BlackRock's Retirement Insurance Group where she was responsible for business development and building relationships with Life and Annuity Insurance companies. She also held a similar role within the iShares Institutional Sales team. Prior to joining BlackRock in 2014, Victoria worked at Dimensional Fund Advisors within the Institutional Sales and Client Service team covering Life and Annuity Insurance companies.

Victoria earned a BA in Economics with a minor in Business Management from the University of California, Irvine in 2009.



Christian De Leon, Vice President, is an Index Equity strategist within BlackRock's ETF and Index Investments group.

Mr. De Leon's service with the firm dates back to 2010. Before transitioning to the ETF and Index Investments group, he was a product manager in the US & Canada Defined Contribution group. In this role, Mr. De Leon ensured that institutional defined contribution clients had the resources and information they needed for optimal plan design and implementation. In addition, he focused on institutional and regulatory operations. Mr. De Leon began his career as a manager of Equity Portfolio Accounting at State Street.

Mr. De Leon earned a B.S. in Managerial Economics from University of California, Davis, an M.S. in Financial Analysis and Investment Management from Saint Mary's College, and is currently an MBA candidate at the University of Southern California's Marshall School of Business.



Alli Leiva, Analyst, is a member of the Product Strategy Team within BlackRock Systematic Fixed Income.

Prior to joining BlackRock full-time, Alli spent the summer of 2019 with BlackRock as a Summer Analyst with the Systematic Product Strategy Team.

Alli graduated from Duke University with a BS in Economics and a BA in History, concentrating in Law and Governance, in 2020. While in school, Alli worked for Duke Women's Basketball as a student manager under Coach Joanne P. McCallie.

ii. VCERA Investments with BlackRock

Ventura County Employees' Retirement Association Relationship Summary

Ventura County Employees' Retirement System	AUM
Russell 1000 Index Fund	\$1,556,068,378
Russell 2500 Index Fund	\$83,512,067
ACWI Equity Index Fund	\$663,584,306
ACWI ex-US IMI Index Fund	\$467,197,153
U.S. Debt Index Fund	\$149,064,486
Total AUM	\$ 2,919,426,392

Ventura County Employees' Retirement Association

Performance

Russell 1000 Index Fund							
Performance	Q3%	Fiscal YTD %	1-yr %	3-yr %	5-yr %	10-yr%	Since Inception %
Russell 1000 Index Fund (gross)	-4.61	3.05	-16.37	10.01	10.22	12.69	10.12
Russell 1000 Index Fund (net)	-4.61	3.04	-16.38	10.00	10.21	12.68	10.11
Russell 1000 Index	-4.61	3.04	-16.38	9.99	10.19	12.66	10.09
Difference (net)	0	0	0	0.01	0.02	0.02	0.02

Russell 2500 Index Fund							
Performance	Q3%	Fiscal YTD %	1-yr %	3-yr %	5-yr %	10-yr%	Since Inception %
Russell 2500 Index Fund (gross)	-2.79	6.55	-17.49	8.00	7.14	10.82	8.90
Russell 2500 Index Fund (net)	-2.80	6.54	-17.50	7.98	7.12	10.80	8.88
Russell 2500 Index	-2.82	6.51	-17.58	7.94	7.07	10.70	8.78
Difference (net)	0.2	0.03	0.08	0.04	0.05	0.10	0.10

MSCI ACWI Equity Index Fund							
Performance	Q3%	Fiscal YTD %	1-yr %	3-yr %	5-yr %	10-yr%	Since Inception %
MSCI ACWI Equity Index Fund (gross)	-6.73	-1.09	-19.60	5.27	5.68	8.45	7.74
MSCI ACWI Equity Index Fund (net)	-6.74	-1.10	-19.63	5.22	5.64	8.40	7.69
MSCI ACWI Net Dividend Return Index	-6.82	-1.20	-19.96	4.85	5.24	7.98	7.27
Difference (net)	0.08	0.10	0.32	0.38	0.40	0.42	0.42

*Net of Fees is based on an estimated annual fee calculation, which uses the effective fee rate as of 7/01/2022. Since inception is as of overall fund's inception date

*Performance greater than 1 year annualized

Ventura County Employees' Retirement Association

Performance

MSCI ACWI ex-US IMI Index Fund `							
Performance	Q3%	Fiscal YTD %	1-yr %	3-yr %	5-yr %	10-yr%	Since Inception %
MSCI ACWI ex-US IMI Index Fund (gross)	-9.65	-6.91	-24.89	-1.18	-0.27	3.77	2.38
MSCI ACWI ex-US IMI Index Fund (net)	-9.66	-6.92	-24.92	-1.22	-0.31	3.73	2.34
MSCI ACWI ex-US IMI Net Dividend Index	-9.69	-6.96	-25.17	-1.44	-0.56	3.46	2.10
Difference (net)	0.03	0.04	0.25	0.22	0.25	0.27	0.24

U.S. Debt Index Fund							
Performance	Q3%	Fiscal YTD %	1-yr %	3-yr %	5-yr %	10-yr%	Since Inception %
U.S. Debt Index Fund (gross)	-4.73	-5.96	-15.58	-3.67	-0.45	0.85	5.44
U.S. Debt Index Fund (net)	-4.74	-5.97	-15.62	-3.71	-0.49	0.82	5.41
Bloomberg Barclays U.S. Agg Bond Index	-4.75	-5.99	-15.68	-3.77	-0.54	0.74	5.38
Difference (net)	0.01	0.02	0.06	0.06	0.05	0.08	0.03

*Net of Fees is based on an estimated annual fee calculation, which uses the effective fee rate as of 7/01/2022

*Performance greater than 1 year annualized

II. Equity Index Overview

BlackRock's Index Equity Platform:

Global leader in Index Equity assets¹

Focus on consistent performance with efficient outcomes for clients

- Thousands of skillful and thoughtful decisions made annually in each portfolio in seeking to achieve the precise performance clients demand

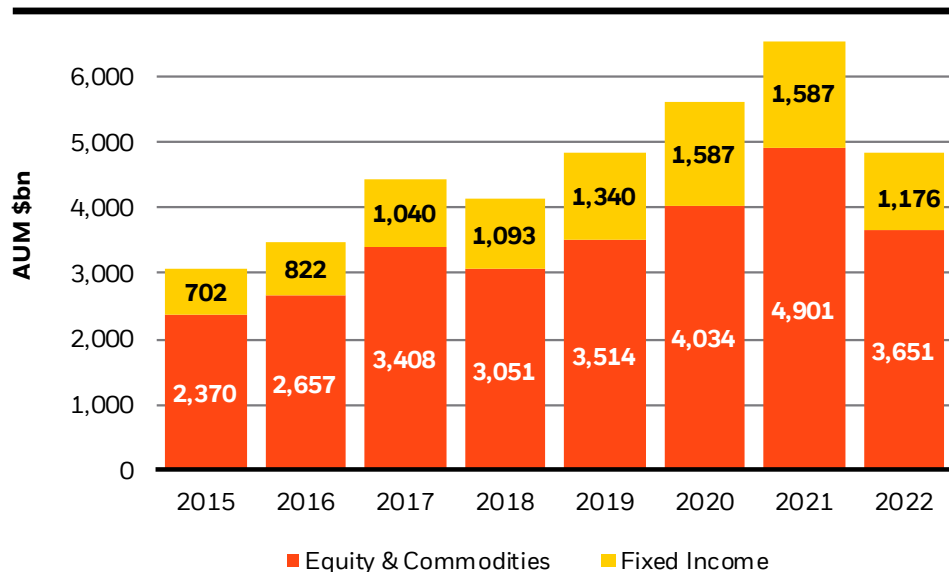
Extensive and flexible platform for index strategies

- Over 2,500 funds managed against 900+ benchmarks, including: factors, ESG, liquidity strategies and index plus

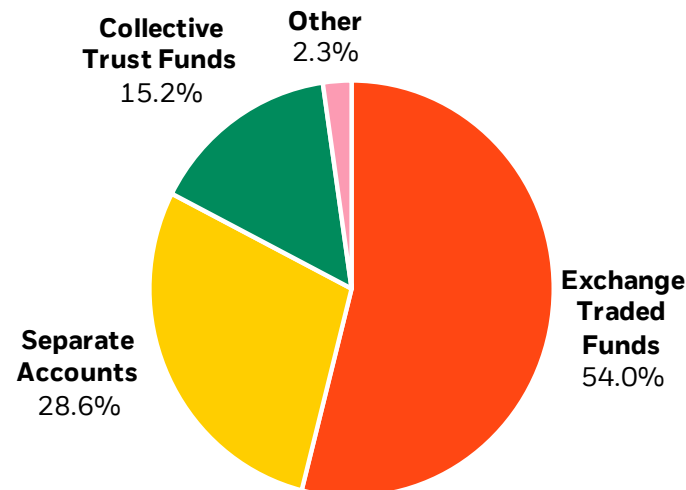
Sophisticated technology and risk management

- The Aladdin® platform seamlessly integrates the capabilities of our dedicated portfolio management, research, trading and risk management teams

**Total indexed assets of
\$4.83 trillion 2022**



**Distribution of assets by
vehicle type as of 2022**



Source: BlackRock as of 30 September 2022

¹ In terms of AUM. Source: Pensions & Investments

All dollar amounts referenced in this presentation are in USD

Current Indexing Landscape



Trending / Ongoing Interests

- Proxy Voting Choice
- Cash and ETF liquidity strategies
- Yield Enhancement

Global Index Flows Commentary^{1,2}

- Total Index 2022 flows of +\$174.1B
- iShares represent 76% of the inflows, remainder into Institutional Strategies

Recent and Upcoming Events

**Mar
2022**

(MSCI)

Russia reclassified from Emerging Markets to standalone

**May
2022**

(MSCI)

Semi-annual index review

**Jun
2022**

(Russell)

Annual index reconstitution

**Aug
2022**

(MSCI)

Quarterly index review

**Nov
2022**

(MSCI)

Semi-annual index review

1 Flows are from January 1, 2022 – September 30, 2022. Data includes BlackRock institutional index and ETF asset flows

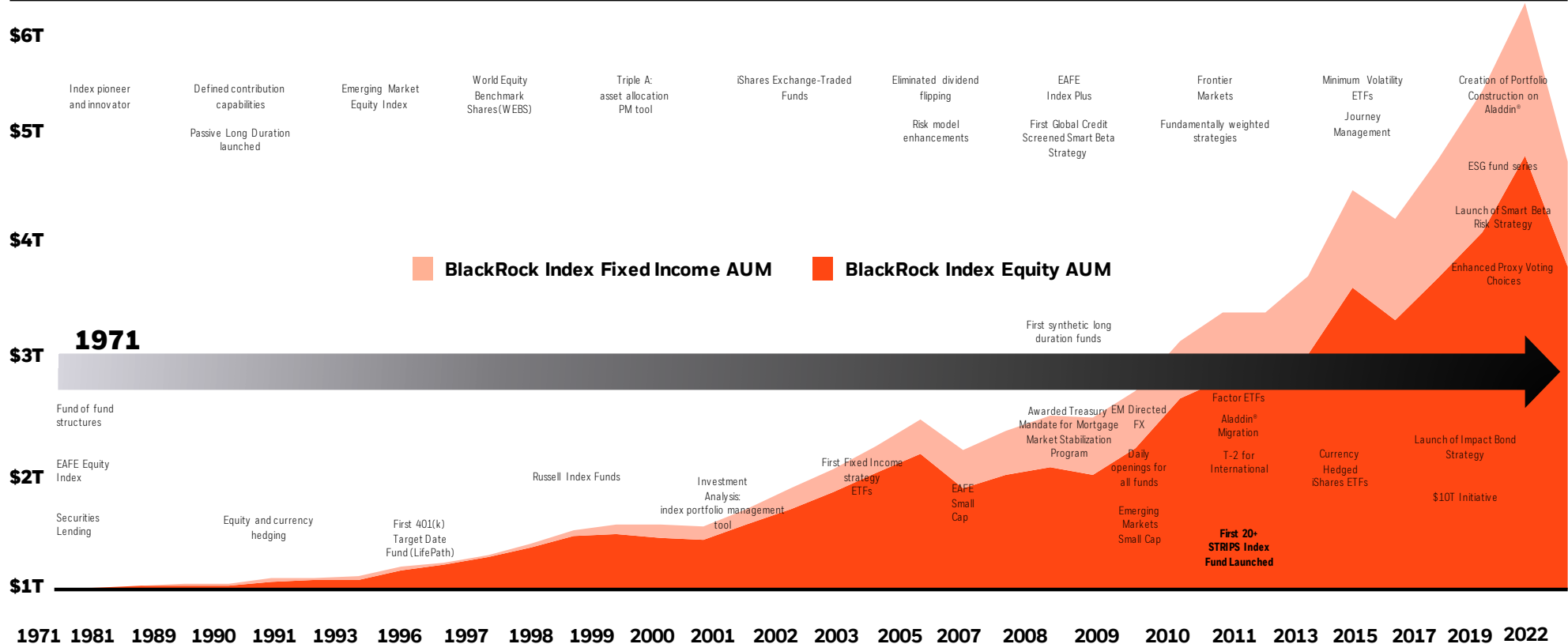
2 Non-ETF flows includes flows into commingled trust funds, mutual funds and separately managed accounts as of September 30, 2022

50 years of experience driving index forward

Creating solutions so our clients have access to high quality index exposures

- Drive the industry forward through our ability to create specialized, innovative investments afforded by our scale & depth of expertise
- Forge new ground for clients – a history of being first to market with new investment ideas
- Evolve capabilities to continuously deliver on emerging trends – smart beta, global benchmarking, overlay strategies
- Serve as an index advocate on behalf of asset owners and act a key partner to index providers seeking our practitioner knowledge

50 years of Index Equity – Continual evolution of products, technology and capabilities



AUM as of 30 September 2022

ETFs and Index Investments (EII) Investments Pillar

Salim Ramji

Global Head of ETFs and Index Investments

Investments Pillar

Samara Cohen

Chief Investment Officer of ETF and Index Investments

Index Equity

Jennifer Hsui, CFA, Global CIO and Co-Head of Index Equity

Paul Whitehead, Global Co-Head of Index Equity

Office of the CIO

Tim Parsons, CFA

Deputy CIO

+ 4 Portfolio Engineers

Jonathan Van Ginneken

Head of Investment
Innovation &
Global Index Plus

+ 10 Portfolio Engineers

Steven White

Head of Performance,
Risk & Index Advocacy

Portfolio Engineering

Americas

Amy Whitelaw

Head of Americas
Portfolio Engineering

Suzanne Henige, CFA*

Head of US-listed ETF
PE
(US, Developed,
Emerging)

+ 17 Portfolio Engineers

Matthew Waldron, CFA*

Head of Developed &
Emerging Markets
Institutional PE

+ 12 Portfolio Engineers

Peter Sietsema, CFA

Head of Sub-Advised, US
Institutional, and
Canada/LatAm ETF PE

+ 18 Portfolio Engineers

Index Asset Allocation, Commodities, Synthetics

Greg Savage, CFA

Head of Global IAA,
Commodities & Synthetics

Peter Tsang

Head of Americas IAA
+ 5 Portfolio Engineers

Steve Walker

Head of EMEA IAA
+ 4 Portfolio Engineers

Kyle Peppo

Head of Commodities &
Synthetic Indexing
+ 2 Portfolio Engineers

Orlando Montalvo

Head of FX & Synthetics
+ 3 Portfolio Engineers

Platform

Rajesh Nagella

Global Head of EII
Investment Process & Platform
+ 8 Platform Engineers

Transition Management

Jessica Irschick

Global Head of
Transition Management
+ 59 Transition Specialists

Global Research

Nogie Udevbulu

Global Head of
EII Research

Index & Quantitative Research

+ 15 Researchers

Analytics Research

+ 47 Research Officers

Strategy

Scott Dohemann, CFA

Head of
U.S. Product Strategy
+ 7 Strategists

As of 30 September 2022. *Asterix indicates location in Atlanta (total EII team of sixteen investment professionals stationed in Atlanta).

Process and Philosophy

Why BlackRock for indexing?

As a BlackRock index client, you receive an excellent indexing experience with the following:

1	Index Research Expertise	Detailed knowledge of index methodologies and experience with projecting index changes
2	Skilled Portfolio Management	Dedicated portfolio managers with deep local market and index expertise
3	Extensive Trading Capabilities & Research	Scale and breadth of our global trading platform helps minimize transaction costs
4	Sophisticated Operating Platform	Proprietary end-to-end Aladdin® platform integrates portfolio management, risk analytics, trading and operations
5	Robust Securities Lending Benefit	Global focus on extracting premiums and negotiating stock loans in order to add value to index portfolios

Leveraging the Power of the BlackRock Platform

Risk & Quantitative Analysis Specialized Risk & Quantitative Analysis Team (RQA) monitors risk factors globally on a continuous basis	Fiduciary With no cross subsidization between business units or affiliate broker-dealers acting as principal, we have an investment-only focus	Proxy Voting Choice Eligible institutional index commingled trust fund and separate account clients can leverage BlackRock Investment Stewardship for proxy voting or choose to own their proxy voting	BlackRock Investment Institute Internal forum facilitates idea sharing, debates economic implications and publishes firm wide thought leadership	Index Provider Relationships Allows for access to a broad index data set, with the ability to customize indices as needed. BlackRock acts as a steward of the indexing ecosystem
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As of 30 September 2022

Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change.

Focus on efficient performance outcomes

Supported by proprietary Aladdin® technology

- BlackRock's disciplined index portfolio management is focused on optimally balancing return, risk and cost in seeking to deliver effective outcomes to clients
- Our portfolio managers specialize in financial markets, supported by BlackRock's extensive global trading platform and market leading analytics, to provide a high-quality index experience



What is Aladdin®?

- A sophisticated operating system that connects information, people and technology to support the entire investment lifecycle

Aladdin® helps solve investing challenges:

- Technology does the 'heavy-lifting', enabling portfolio managers to focus on key drivers affecting portfolio return
- Offers process scalability and efficiency
- Includes consistency across product types and functions

Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change.

Index Investment Management Cycle – dedicated expertise and resources

Performance & Oversight

- Review cumulative effect of investment decisions to help identify factors contributing to/detracting from portfolio performance
- Risk & Quantitative Analysis Team (RQA) monitors dozens of risk factors globally on a continuous basis
- **Aladdin® Platform Advantage:** Portfolio Management tools are integrated on the same platform as risk monitoring tools, making it easy for RQA to provide a third-party risk assessment on portfolios

Efficient Trading

- Global trading infrastructure allows for real time oversight of all trades in all regions
- Smart trading strategies are designed to access optimal liquidity
- Industry's largest internal marketplace for potential netting of client flows
- Focused trading research and systems
- **Aladdin® Platform Advantage:** Extensive global trading platform helps ensure low costs and optimal access to liquidity

Benchmark Knowledge

- Detailed knowledge of index methodologies
- Experience with predicting and projecting index changes
- Focused on optimal treatment of corporate actions
- Continual research into index events
- **Aladdin® Platform Advantage:** Proprietary Aladdin® 'Index Pro' application makes analyzing benchmark changes a clean and efficient process

Portfolio Construction

- Significant investment in technology
- Market leading portfolio and risk tools provided by our Aladdin® platform
- Integrated cost, risk, and liquidity analysis
- Access to sophisticated optimization tools
- **Aladdin® Platform Advantage:** Custom 'Portfolio Construction' application built by our Portfolio Management Team designed specially for index management



Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change.

Index Investment Management Cycle

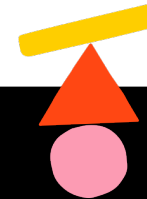
Benchmark knowledge

Our index platform has a dedicated internal global index research team unique to BlackRock; they are essential to the portfolio management process



Day-to-Day Benchmark Focus

- **Team works directly with all our index vendors to:**
 - Perform the data-intensive process of combing daily index loads to provide clean fund snapshots
 - Project daily changes and rebalances
 - Field all equity index data requests across the firm



Long-Term Rebalance Projections

- **All index families have a different cadence of rebalance**
- **Team works to predict what will be added or deleted from various indices in advance of rebalance**
 - This helps portfolio managers to have a thoughtful opinion about what will happen on index effective date
 - Enables portfolio managers to monitor the applicable stocks and their liquidity profiles. This influences our ultimate trade strategy

Index Methodology Recommendations

The index research team coordinates across BlackRock and works closely with index providers to drive methodology improvements to the indices we utilize in our strategies

ALADDIN® Tools: IndexPro

Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change.

Index Research Group tools: Index Pro

Our Aladdin®-based **IndexPro** application allows for BlackRock's dedicated Index Research Team to: make projections, monitor benchmark changes and help our portfolio management team leverage index provider resources

The screenshot displays the IndexPro application interface, which is used for managing index constituents and projections. The interface is divided into several sections:

- Top Navigation Bar:** Includes tabs for File, Benchmarks, Projections, Index Data, Vendor Data, Diagnostics, and Help. A search bar is also present.
- Constituents Tab:** Shows a list of constituents with columns for Ticker, Name, Benchmark Source, Constituent Source, Status, Benchmark Type, Process, Current Weight %, Weight %, Constituent Count, Base Currency, and Forward Ticker. A table of 26 items is displayed.
- Projection Details Panel:**
 - Projection ID:** 73618
 - Constituent Source:** MOI - MSCI MOI
 - Index Identifier:** MOI - (US) GPN, Migrate and shr chg
 - Projection Name:** (US) GPN, Migrate and shr chg
 - Event Description:** Other
 - Projection Type:** USER
 - Vendor Status:** Confirmed
 - Announcement Date:** QC OK (19-SEP-2019)
 - QC Status:** QC OK (19-SEP-2019)
 - Workflow Status:** Live
- Projection Event & Workflow Actions:** Includes buttons for New Event, Delete Event, Edit Subset, Clone Projection, Tree Options, and Collapse Projection Details.
- Details Tab:** Shows a table of impacted IRG benchmarks with columns for Event Type, Constituent Id, Aladdin Id, Global Id, Ticker, Security Name, Security Desc, Isin, Sedol, Cns, Non-Constituents, CAM Id, From: Shares outstanding, To: SharesFrom: Large, To: Large, From: Mid, and To: Mid.

Screenshots are for illustrative purposes only. References to specific companies are included solely to help illustrate the portfolio construction process and should not be construed as a recommendation to buy or sell any securities. Actual BlackRock portfolios may or may not currently hold positions in the securities mentioned.

Combining the power of Aladdin® technology with portfolio management expertise

Portfolio Construction: We have developed a proprietary system called ‘Portfolio Construction’ that combines together in one place all of the tools a Portfolio Manager would need to effectively and efficiently manage an index portfolio

Portfolio Managers make thousands of investment decisions every year involving:

Investing/
divesting
based on client
and participant
instruction

Corporate
actions
effecting the
portfolio assets

Equitization
and reinvestment
of dividend
income

Determining the
optimal level
of optimization
to balance
risk and costs

Trading
for periodic
index
changes

Snapshot on: MSCI All Country World Index (ACWI)¹

- **Constituents:** 2,900
- **Country representation:** 47 (developed and emerging)
- **Coverage:** ~85% of the global investable equity opportunity set
- **As an illustration, a portfolio with an ACWI benchmark will require over 3,900 action points² annually, including:**
 - Between 3,000 and 4,000 corporate actions annually
 - Quarterly index rebalances for 900+ index additions/deletions/migrations, IPO addition

ALADDIN® Tools: Portfolio Construction

¹ Source: MSCI as of 30 September 2022

² Based on MSCI index data as of 30 September 2022

- Brings together all index data, portfolio attributes, risk and transaction cost models and optimization tools
- By leveraging a tolerance and exceptions-based framework, portfolio managers are able to focus on the items that most influence portfolio returns
- Portal for trade approval and delivery of orders to our global trading teams

A look inside: 'Portfolio Construction'

Screenshots are for illustrative purposes only. References to specific companies are included solely to help illustrate the portfolio construction process and should not be construed as a recommendation to buy or sell any securities. Actual BlackRock portfolios may or may not currently hold positions in the securities mentioned

Efficient Trading:

Adding value through core activities

An Industry Leader

Tier 1 client to all major counterparties, giving us deep access to liquidity
Trader expertise across all major asset classes with ~\$99.4T of annual volume (\$3.4T equity notional)

A Focus on Costs

Large and diverse client base results in a robust marketplace for potential netting of client flows
Trading footprint allows us to negotiate extremely competitive commission rates

Research Driven

Comprehensive database of metrics, including a tick database and >\$185tn USD of trading history across >180mn transaction records

BlackRock's Global Coverage

24 hour a day, 5.5 days per week coverage



Color key

Fixed Income

Equities

Foreign Exchange

One Order Management System platform: Aladdin® Dashboard

Regional hubs for each asset class with local market knowledge and sector expertise

Common technology enables us to pass the book with embedded business continuity plan

All data as of September 30, 2022; Figures show in USD; Source: BlackRock. Inclusive of internal crossing opportunities. BlackRock Execution Cost is the average difference between: the actual price achieved on the trade and the benchmark price. For Equity, BlackRock calculates Market Expected Cost using an average of multiple independent broker models. There is no guarantee that a positive investment outcome will be achieved. Subject to Change.

Portfolio Risk Monitoring:

A continual process

Successful Index Portfolio Management requires a high level of data quality and higher degree of effective forecasting and risk management.

- The trade-off between tracking error and transaction costs is more impactful in an index portfolio
- Rebalancing index funds requires quantitative sophistication to execute trades over multiple days while closely tracking an index whose performance does not account for trading costs

Performance and oversight of portfolios occurs through:



**Daily Portfolio
Management review**



**Monthly Index Review
Committee with
senior management**



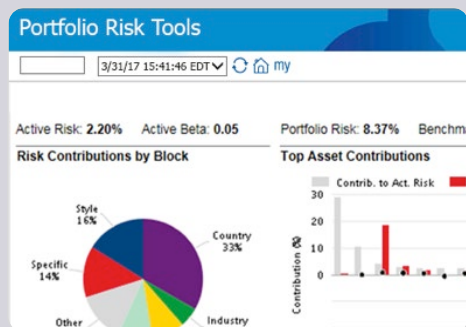
**Independent review from
BlackRock's Risk and
Quantitative Analysis
Group (RQA)**

ALADDIN® Tools: *Portfolio Risk Tools, Green Package, Explore*

Source: BlackRock. Investment Process is shown for illustrative purposes only and is subject to change.

RQA Tools & Process

1

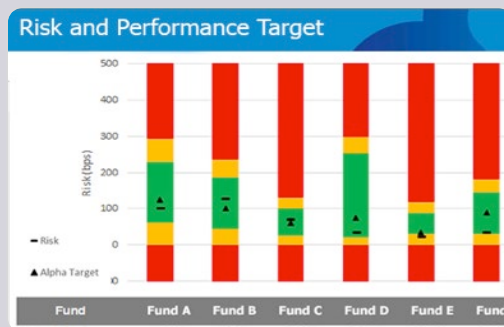


Ex-Ante Risk Measurement

Risk measurement tools

RQA seeks to provide accurate and appropriate risk measures for investment, liquidity and redemption risk

2



Risk Management

Appropriate levels of risk

RQA works with portfolio managers to achieve buy-in for risk and performance target and ensure risk taking is consistent with targets

3

Green Package

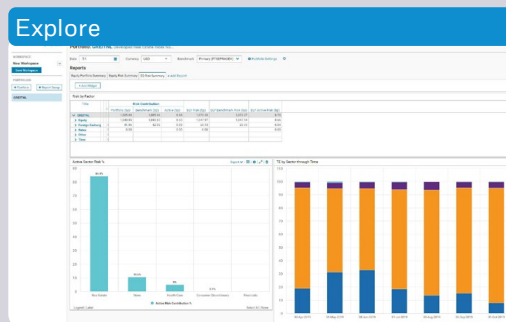
Portfolio Name	As Of Date	Benchmark	NAV US\$ (000)
Portfolio A	30-Mar-2017	JACIGNIG	79,098.00
Portfolio B	30-Mar-2017	NOBENHTWD	49,868.00
Portfolio C	30-Mar-2017	IBALCKMUS	18,123.00
Portfolio D	30-Mar-2017	JACI_XM	2,750,499.00
Portfolio E	30-Mar-2017	LEH_AGG	175,788.00
Portfolio F	30-Mar-2017	LEH_AGG	2,062,868.00
Portfolio G	30-Mar-2017	3MSTLIBOR	1,202,910.00

Risk/Return Awareness

Enhancing and assessing

Regular meetings between portfolio managers & RQA to ensure positioning is deliberate, diversified and scaled

4



Performance Attribution

Consistency and accuracy

RQA determines the degree of consistency between pre-trade analysis and actual performance

5

ADAM - Portfolio Master

Portfolio A

Ratings and Peer Rankings

Primary Share Class: Share Class - A

Morningstar Rating

Overall 3 Year

☆☆☆☆

Ranking Net of Fees

Vendor (Peer Group)

As Of Date 1M

Vendor (Peer Group)	As Of Date	Rank	Count
Lipper (High Yield Funds)	2/28/2017	44	(314/713)
MorningStar	2/28/2017	44	(321/737)

Performance Analysis

Measure of success

RQA, portfolio managers and senior leaders review performance relative to the benchmark, peers and comparable accounts in formal Investment Review Committee Meeting

Screenshots are for illustrative purposes only. Subject to change without notice

Highlights from recent index rebalances

MSCI August 2022 rebalance highlights

The EII team generated 68K orders worth \$24 billion for the MSCI rebalance

- 769 MSCI funds were traded globally representing total AUM of approximately \$1.7 trillion
- This trade was slightly lower from last year's notional of \$29 billion
- Trade AUM was down due to market move, while aggregate turnover is flat year over year.
- APPLE INC was a 4 bps weight decrease in MSCI USA, largely due to a decrease in its shares outstanding
- A share increase was implemented for TESLA INC, however, it also had notable weight decreases in SRI Select Reduced Fossil Fuel indices; it was a 70 bp down-weight in the MSCI USA SRI Select Reduced Fossil Fuel Index

Russell Reconstitution 2022 highlights

Overall, the EII team generated 109K orders worth approximately \$94.6 billion for the close of June 24th.

- The overall trade size was approximately 20% smaller than June 2021 (\$119.4B), driven by downward market moves
- Approximately 51% of the trade activity was crossed
- There was a growth to value rotation for new additions to the Russell 1000, primarily due to the strong performance of the energy sector and poor performance in the technology sector
- There was a change in the largest five companies in the Russell US Indexes for the first time since 2019's reconstitution, with Tesla replacing Meta as the 5th largest company

FTSE/Russell/SPDJ/Morningstar September 2022 rebalance highlights

The EII team generated 99K orders worth \$60 billion for the FTSE/Russell and S&P Dow Jones rebalances

- 622 funds were traded globally representing total AUM of approximately \$2.6 trillion
- This trade size was smaller from last year's notional of \$86 billion, primarily due to a downward market move
- The Dow Jones Completion Index had a 5.8% lower two-way turnover this year when compared to September 2021. Last year, there were 212 additions to the index, while this year, there are only 73 additions
- The Morningstar Dividend Yield Focus Index is reconstituted quarterly and its two-way turnover of 42% is nearly 14% greater than last quarter. JOHNSON & JOHNSON, PEPSICO INC, and ALTRIAGROUP INC are prominent deletions at approximate weights of 6.2%, 3.4%, and 3.2%, respectively

Other Index Provider Notes

- MSCI reclassified Russia from Emerging to Standalone status in one step at market close on March 9th. Russia represented approximately 1.61% in the MSCI Emerging Markets benchmark (as of February 28th). The change was made effective after MSCI launched a consultation with investors on the accessibility and investability of the Russian equity market following its invasion of Ukraine and capital controls that were put into place in the weeks following the invasion
- Following a consultation, MSCI announced towards the end of Q2 2022 that it would be moving toward four equally sized rebalances for its global index series effective February 2023. This is expected to significantly reduce the turnover at the semi-annual May and November rebalances

Source: BlackRock and MSCI, FTSE Russell, Morningstar, and S&P Dow Jones as of September 2022. **Past performance is not indicative of future results.**

References to specific companies should not be construed as a recommendation to buy or sell any securities. Actual BlackRock portfolios may or may not currently hold positions in the securities mentioned. Indexes are unmanaged and one cannot invest directly in an index.

August 2022 MSCI Index Rebalance Results

The August 2022 MSCI Index Rebalance was effective on August 31, 2022

- ▶ The EII team generated 68K orders worth \$24B for the May MSCI rebalance
- ▶ This trade was slightly lower from last year's notional of \$29 billion
- ▶ 769 MSCI funds were traded globally representing total AUM of approximately \$1.7 trillion
- ▶ 99% of trades were executed on effective date across all regions. Some orders were placed prior to effective date for liquidity management.

Rebalance highlights

- ▶ Trade AUM is down due to market move, while aggregate turnover is flat year over year.
- ▶ **APPLE INC** was a 4 bps weight decrease in MSCI USA, largely due to a decrease in its shares outstanding. In April 2022, the company announced a \$90 billion open market stock repurchase plan and issued debt at four different maturities early this month to help fund buybacks.
- ▶ A share increase was implemented for **TESLA INC**, however, it also had notable weight decreases in **SRI Select Reduced Fossil Fuel indices**; it was a 70 bp down-weight in the **MSCI USA SRI Select Reduced Fossil Fuel Index**.

MSCI index change details

Index	# Adds	# Deletes	Aug. 2022 Two-Way Turnover	Aug. 2021 Two-Way Turnover
EAFE	2	2	0.6%	0.5%
EAFE SC	3	2	1.2%	0.7%
Emerging Standard	8	2	1.2%	1.7%
Emerging SC	1	3	0.8%	2.3%
World	5	5	0.8%	1.2%

Source: BlackRock and MSCI as of August 2022. **Past performance is not indicative of future results.**

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Indexes are unmanaged and one cannot invest directly in an index.

Russell Reconstitution 2022

Overall the EII team generated 109K orders worth approximately \$94.6B for the close of June 24th

- ▶ The overall trade size was approximately 20% smaller than June 2021 (\$119.4B), largely driven by poor market performance
- ▶ Approximately 51% of the trade activity was crossed
- ▶ In general, value was promoted in size and growth demoted due to the strong performance of the Energy sector and poor performance of the Technology sector respectively

Highlights

- ▶ There was a change in the largest five companies in the Russell US Indexes for the first time since 2019's reconstitution, with Tesla replacing Meta as the 5th largest company. Apple and Microsoft retained their positions as the largest and second largest companies in the index
- ▶ There were also significant growth/value factor shifts like Procter and Gamble that shifted from 100% Value to 43% Growth and Meta that shifted from 100% Growth to 79% Value

Index Changes

	Russell 1000	Russell 2000	Russell 3000
2022 Two-Way Turnover	3.4%	20.0%	3.4%
2021 Two-way Turnover	4.3%	24.9%	2.4%

- ▶ **Russell 1000:** Performance moved right-way towards the close with additions leading the way (LIN, ABNB, RBLX, COIN were among the greatest contributors to right-way performance on the buy side). R2 to R1 promotions were the largest detractors from performance
- ▶ **Russell 2000:** Performance was negative by -5.8%. This was an incredibly volatile Russell 2000 rebalance and ended as one of the worst performing in the last 8 years (only 2020 was worse). The mid-morning drop could be largely explained by the University of Michigan Inflation Expectation gauge being revised lower with the knock on effect of Oil and Energy stocks jumping (Energy names made up a number of Russell 2000->Russell 1000 migrations and were the largest net sell for Russell 2000)

Source: BlackRock, Barclays, Instinet and Bank of America as of June 2022. **Past performance is not indicative of future results.** It is not possible to invest directly in an index. References to specific companies should not be construed as a recommendation to buy or sell any securities. Actual BlackRock portfolios may or may not currently hold positions in the securities mentioned.

MSCI market classification summary

In 2021, MSCI reclassified Argentina to Standalone Markets and Pakistan to Frontier Markets. Russia was reclassified to Standalone Markets in 2022.

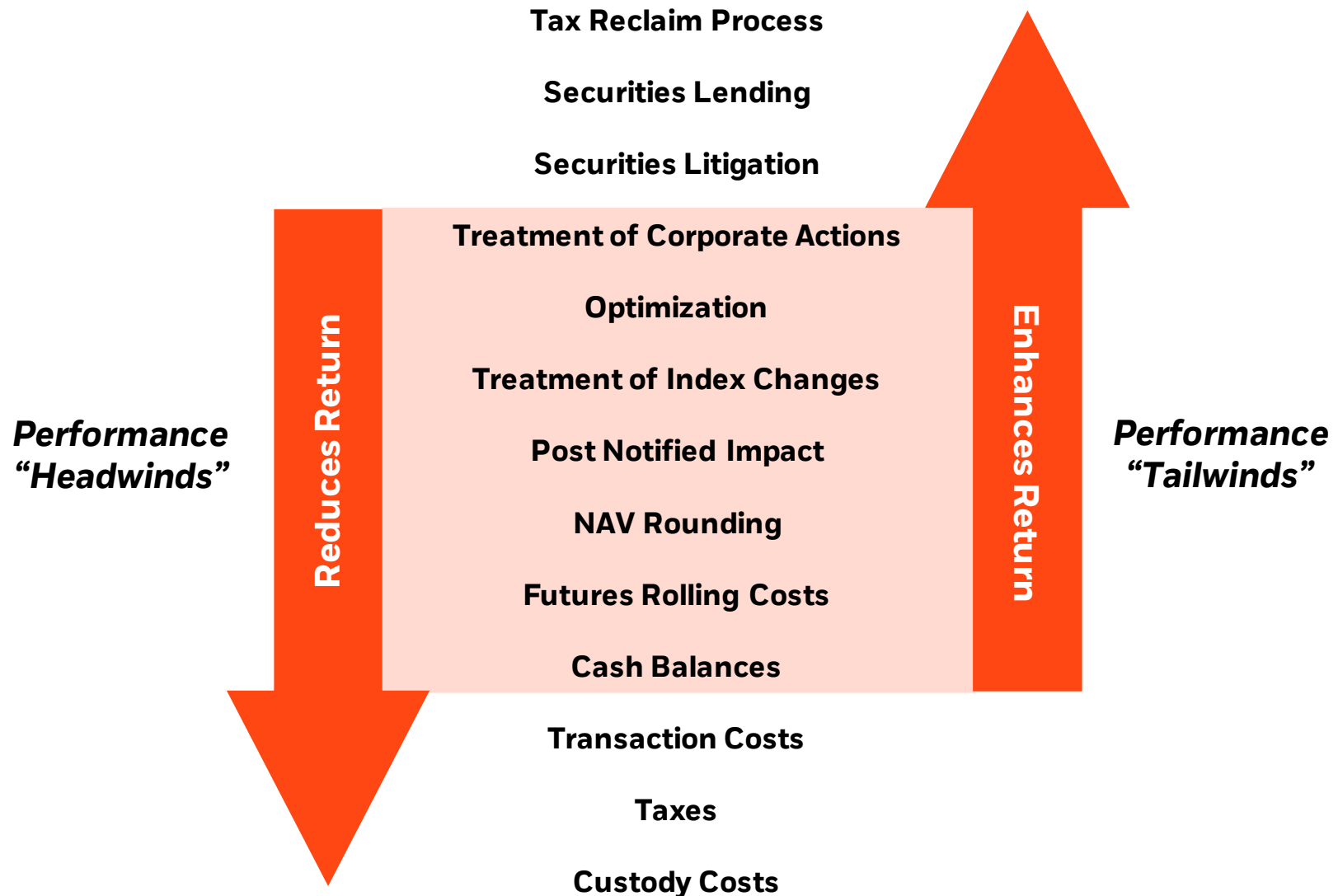


Argentina	MSCI reclassified Argentina from Emerging to Standalone Markets status. Argentina represented approximately 0.16% in the EM benchmark (as of September 30 th). The prolonged severity of capital controls with no resolution was not in line with the Market Accessibility criteria of the MSCI Emerging Markets Index. The reclassification to Standalone Markets was in one step and coincided with the November 2021 Semi-Annual Index Review.
Pakistan	MSCI reclassified Pakistan from Emerging to Frontier status. Pakistan represented approximately 0.02% in the EM benchmark (as of September 30 th). Although the Pakistani equity market met the requirements for Market Accessibility under the classification framework for Emerging Markets, it no longer met the MSCI standards for Size and Liquidity. Additionally, since the November 2019 Semi-Annual Index Review, there have been no securities in the MSCI Pakistan equity universe that meet Emerging Markets Size and Liquidity criteria within the MSCI Market Classification Framework. The reclassification to Frontier Markets was in one step and coincided with the November 2021 Semi-Annual Index Review.
Russia	MSCI reclassified Russia from Emerging to Standalone status. Russia represented approximately 1.61% in the EM benchmark (as of February 28 th). MSCI launched a consultation with international institutional investors on the accessibility and investability of the Russian equity market. Consultation participants highlighted several recent negative developments that led to a material deterioration in the accessibility of the Russian equity market to international institutional investors, to such an extent that it did not meet the Market Accessibility requirements for Emerging Markets classification as per the MSCI Market Classification Framework. The reclassification to Standalone Markets was in one step at market close of March 9 th .

Source: MSCI and BlackRock as of 09/30/2022

Performance attribution

Major sources of tracking error: Global & domestic index funds



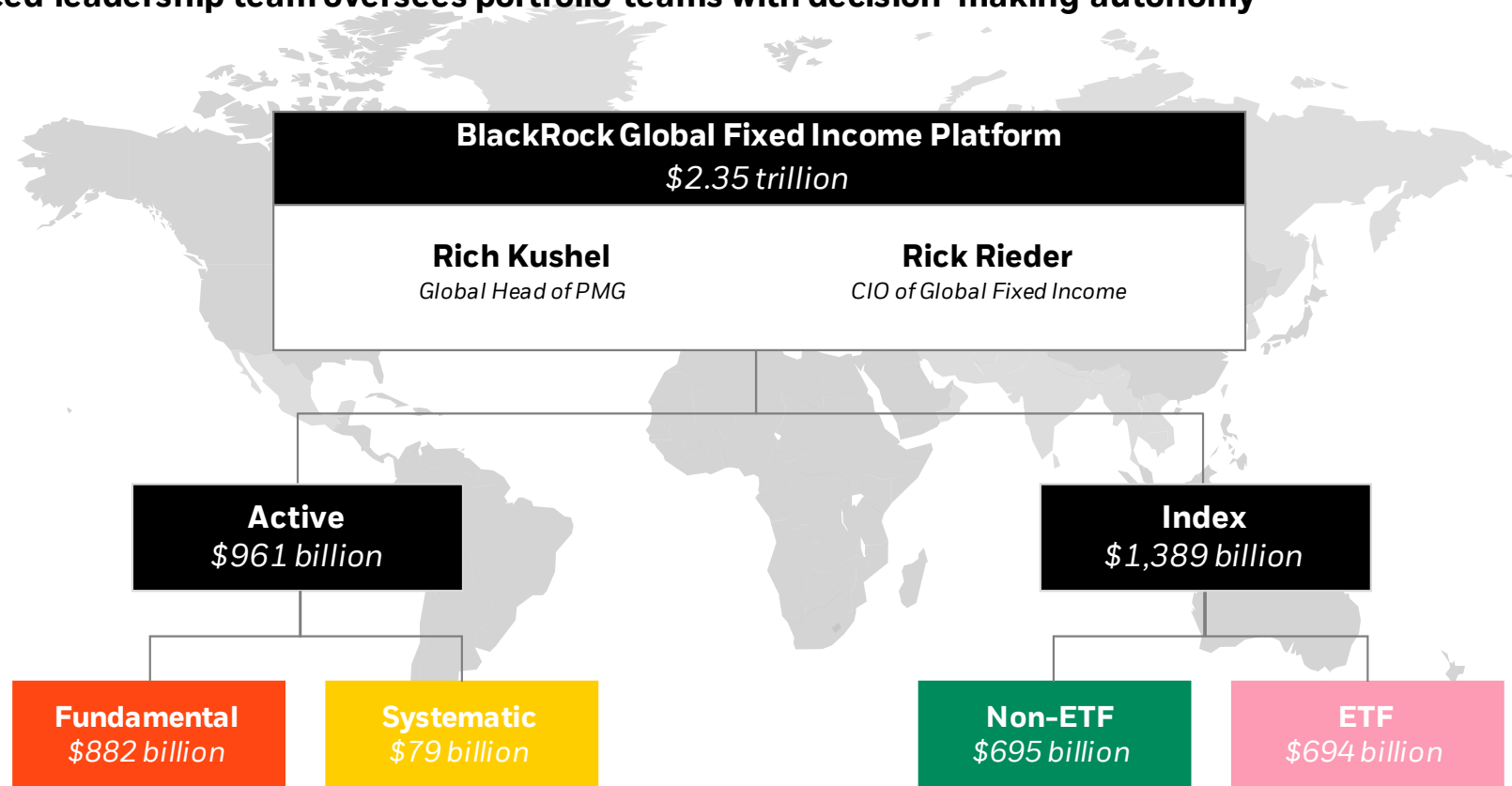
III. Fixed Income Index Overview

Global fixed income platform provides greater access to investment opportunities

Benefits of BlackRock's breadth and depth

- **Talent:** 400+ fixed income professionals generate ideas and identify insights in seeking to create alpha opportunities
- **Trading:** Global execution platform provides deep market access
- **Technology:** Sophisticated analytics and risk management enables us to better understand and take risk in pursuit of alpha
- **Culture:** Fiduciary commitment to advising and serving clients drives our investment culture

Experienced leadership team oversees portfolio teams with decision-making autonomy



Source: BlackRock. AUM in USD and data as of 30 September 2022. For illustrative purposes only.

*Systematic AUM includes alternatives and fixed income sleeves of multi-asset mandates that are excluded from the "Active" GFI platform AUM to avoid double-counting.

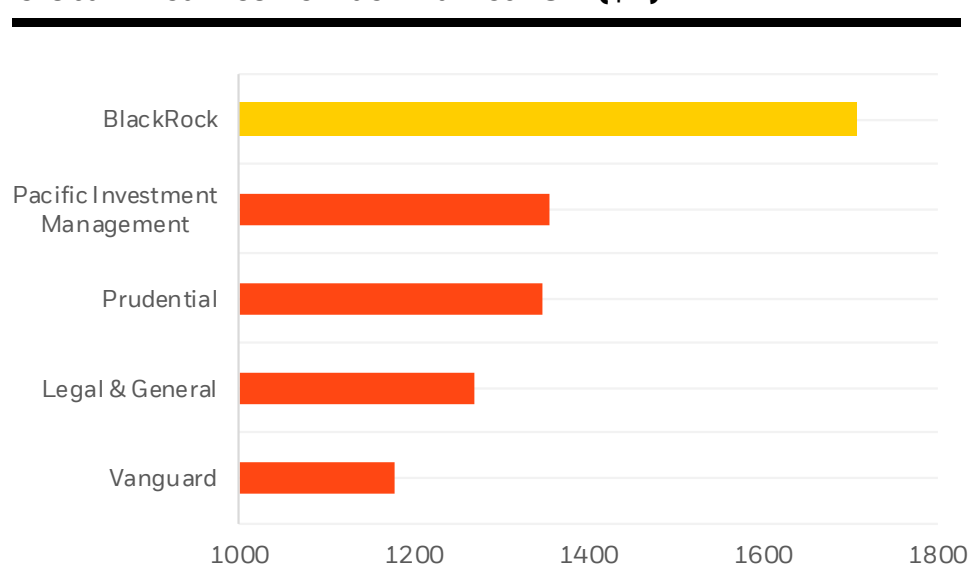
BlackRock's Fixed Income Indexing Platform

Global leader in Fixed Income Index assets

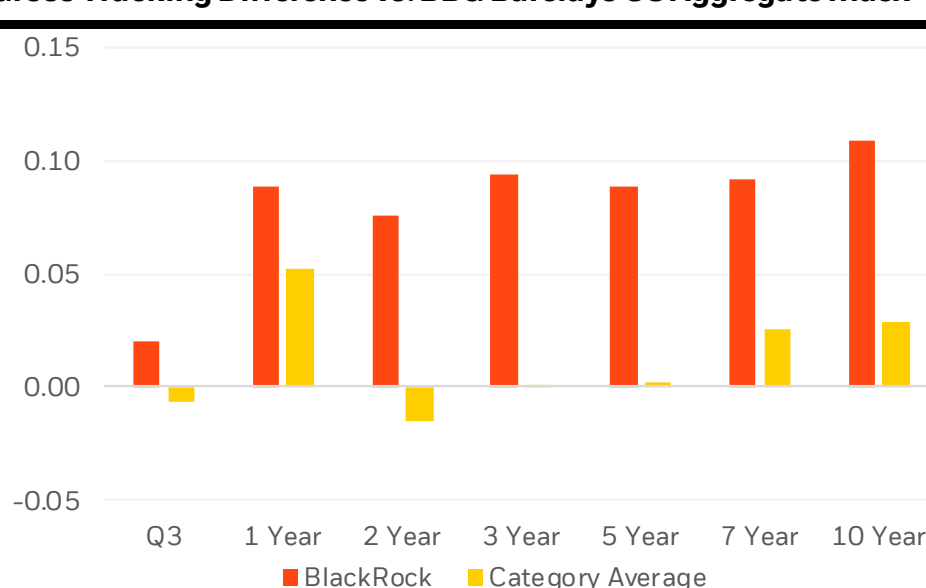
There are four key reasons to pick BlackRock over any other index provider:

- Low historical tracking error¹
- An experienced, stable team
- Potential for Low transaction costs from size and scale
- Transparent pricing and no cross subsidization as BlackRock has no custody business

Global Fixed Income Index Market AUM (\$B)²



Gross Tracking Difference vs. BBG Barclays US Aggregate Index³



1 Source: BlackRock. Realized 5-year gross tracking error as of 9/30/2022 is 6 bps for the BlackRock U.S. Debt Index Collective Trust Fund. Please see slide 20 for additional information on the Fund's tracking error.

2 Source: Pension & Investments. All dollar values are in gross \$ billions.; data as of 31 December 2021. Managers included based on largest global fixed income index market AUM per Pension & Investments.

3 Source: eVestment; data as of 30 September 2022. Periods less than a year are not annualized. Indexes are unmanaged and one cannot invest directly in an index. Managers on the right are different from those with the largest Index AUM due to product availability or missing data. The Category Average includes all index funds available on eVestment managed against the Bloomberg Barclays US Aggregate Index. Category Average depicts tracking difference, defined as risk in excess of the benchmark, vs. the Bloomberg Barclays US Aggregate Index. The Fund's net asset value does not include an accrual for the investment management fee but does include an accrual for fund level administrative costs and, if applicable, certain third party acquired fund fees and expenses. If the Fund's net asset value did include an accrual for the investment management fee, the Fund's returns would be lower. **Past performance is not necessarily an indicator of future performance.** All periods contain 7 managers in the universe except the 7-Year and 10-Year periods, which contain 6. BlackRock is included in the universe. Please see slide 20 for the Fund's full performance track record.

Team, Philosophy & Process

Americas Fixed Income Index Team

Americas Fixed Income						Technology	
Portfolio Management						Portfolio Management Architecture	
Jay Mauro Head of San Francisco PM			Karen Uyehara Deputy Head of San Francisco PM			Will Flanagan Global Head of Portfolio Management Architecture	Justin Graham Head of Bond ETF Architecture
Multi-Sector/Rates/MBS		Credit/Emerging Markets		Muni/Canada/ESG		Technology	
Marcus Tom Portfolio Manager Multi-Sector/MBS	Wes George Portfolio Manager Multi-Sector/MBS	Jonathan Graves Sr. Portfolio Manager Corporate Credit	David Dulski Portfolio Manager High Yield Credit	Joel Silva Sr. Portfolio Manager Muni/Canada/ESG	Rena Patel Portfolio Manager Municipals	+ 10 Engineers	
Chandler Grinnell Portfolio Manager Multi-Sector/Rates	Yang He Portfolio Manager Multi-Sector/MBS	Allen Kwong Portfolio Manager Corporate Credit	Ryan Connors Portfolio Manager High Yield Credit	Jermaine Pierre Portfolio Manager Canada	Lip Tong Portfolio Manager Canada	Strategy	
William Chen Portfolio Manager Multi-Sector/Rates	Htet Htet Win Pyone Portfolio Manager Multi-Sector/MBS	Cole Bushman Portfolio Manager Corporate Credit	Meher Habib Portfolio Manager High Yield Credit	Tao Chen Portfolio Manager Municipals	Brian Chi Portfolio Manager Municipals	Americas	
Clay Armistead Portfolio Manager Securitized Credit	Kent Yamane Portfolio Manager Securitized Credit	Danny Ng Portfolio Manager Corporate Credit	Fan Xu Portfolio Manager Corporate Credit	Brian Venter Portfolio Manager ESG	Jimmy Wang Portfolio Manager ESG	Matt Tucker Kathryn Donovan Alli Leiva	Gordon Readey Laura May Chloe Yeh
Mark Buell Portfolio Manager US Govt Bonds	Jakob Hallmer Portfolio Manager US Govt Bonds	Sherrie Deng Portfolio Manager Corporate Credit	Spencer Sheff Portfolio Manager Corporate Credit				
		Gabe Shipley Portfolio Manager Emerging Markets	Emily Freeman Portfolio Manager Emerging Markets				
		Dandi Li Portfolio Manager Emerging Markets					

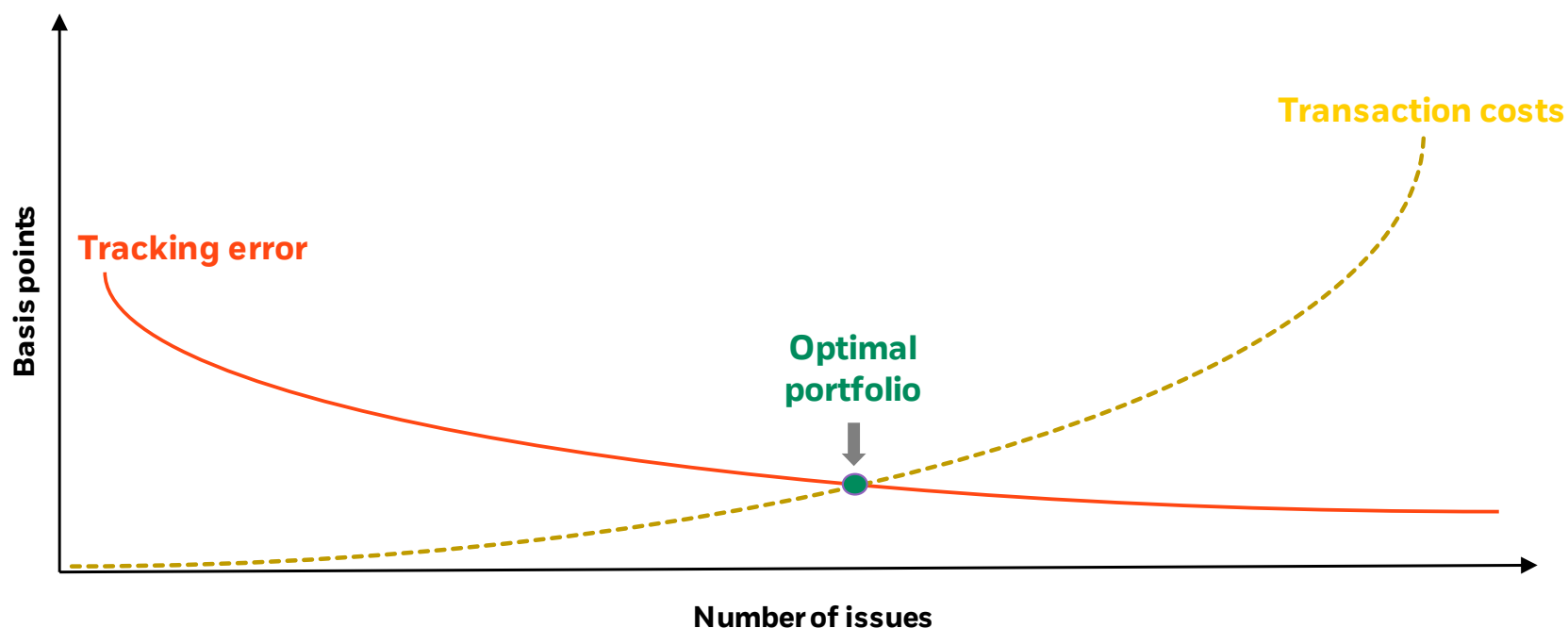
As of 30 September 2022. Subject to change.

Fixed Income Index Management

OTC markets require different strategies vs. exchange traded markets

Quantitative process balances tracking error & transaction costs

- Unlike most stocks, bonds trade “Over the Counter”
- Prohibitive costs, uncertain liquidity, and issue scarcity often makes perfect replication infeasible
- Index process optimizes marginal contribution to tracking error with T-Costs



For illustrative purpose only and subject to change.
Source: BlackRock

Process

Disciplined process within a scalable, risk-managed framework underpin consistent performance

Performance & Oversight

- Investment Review Committee
- Dedicated return attribution
- Separate group for compliance / RQA

Aladdin Advantage: Portfolio Management tools are integrated on the same platform as risk monitoring tools, making it simpler for RQA to provide a risk assessment on portfolios

Efficient Trading

- Centralized trading
- Unit exchange opportunities
- Scalable trading platform

Aladdin Advantage: Extensive global trading platform seeks to ensure low costs and optimal access to liquidity

Benchmark Knowledge

- Daily updates from index providers
- Index methodology changes
- Index Advisory

Aladdin Advantage: Proprietary Aladdin applications aim to make analyzing benchmark changes a clean and efficient process

Portfolio Construction

- Portfolio analysis
- Stratified sampling
- Leading edge portfolio construction technology

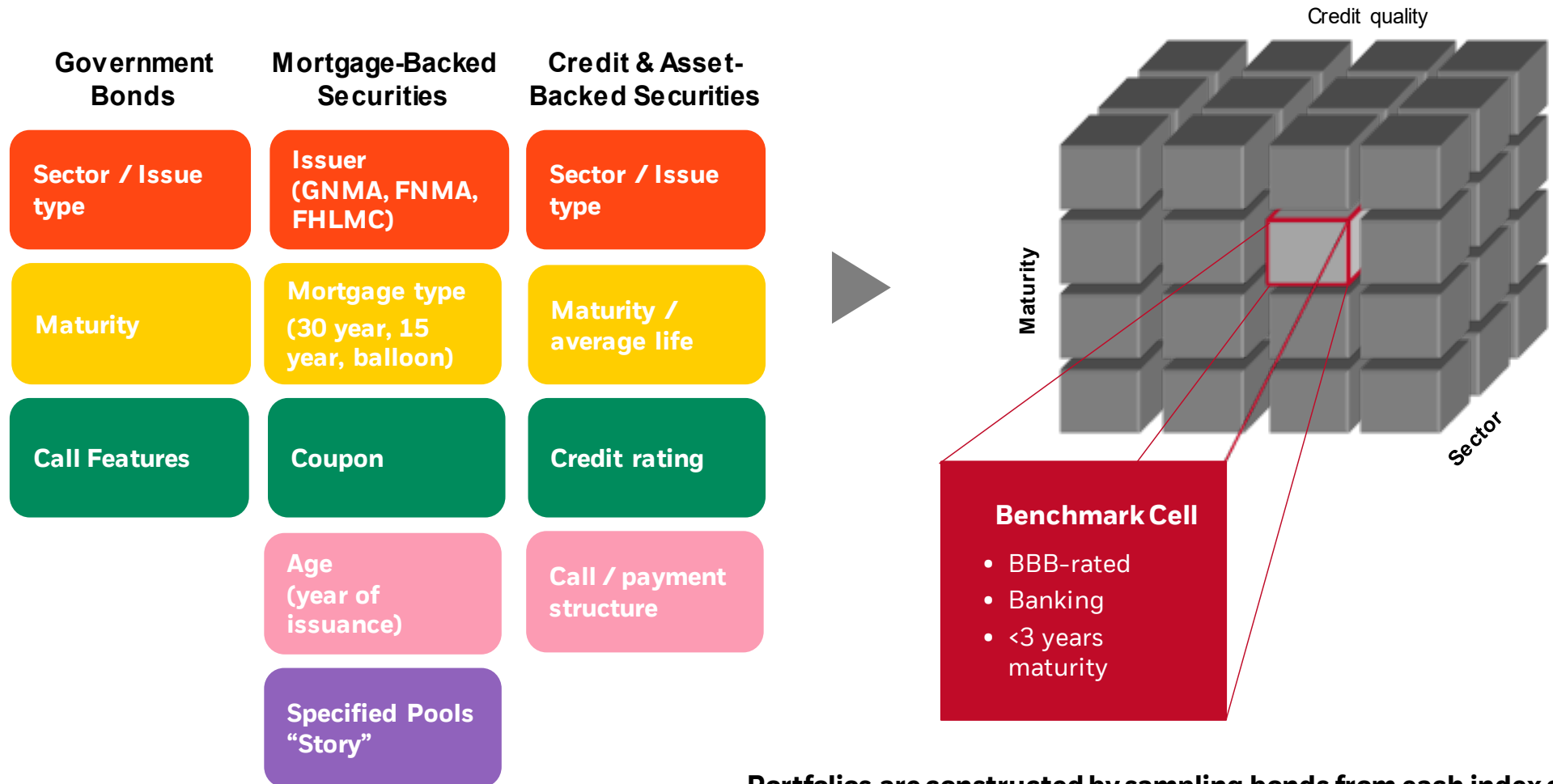
Aladdin Advantage: Custom 'Portfolio Construction' applications built by our Portfolio Management Team designed specially for index management



Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change. Risk management and due diligence processes seek to mitigate, but cannot eliminate, risk nor do they imply low risk.

Portfolio Construction

Stratified sampling: Dividing the various indexes into subsets (cells) based upon relative parameters



Source: BlackRock. For illustrative purpose only and subject to change.

Scalable Trading Platform

Size and scale are clear competitive advantages in the fixed income marketplace

An Industry Leader

BlackRock traded \$11.2T notional in fixed income in 2021, making us one of the largest trading counterparties to broker-dealers in the fixed income market

A Focus on Costs

Globally coordinated trading business leveraging scale across all investment activity for pricing power

Research Driven

Comprehensive database of metrics, including a tick database and >\$185tn USD of trading history across >180mn transaction records

Primary

Primary issuance

- BLK Global Capital Markets/Syndicate manages deal structure as well as optimizes allocations
- BLK drives many “issued to manage” deals which have the potential to result in reduced fees and increased allocations

Secondary

Secondary trading

- Pricing power of world’s largest asset manager¹
- Managed trade distribution and optimized execution leverages price discovery, has the potential to reduce bid/offer spread

Small lot

Small lot trading

- Dedicated unit aggregates firm-wide small lot orders
- Potential execution benefits from round-lot price improvement

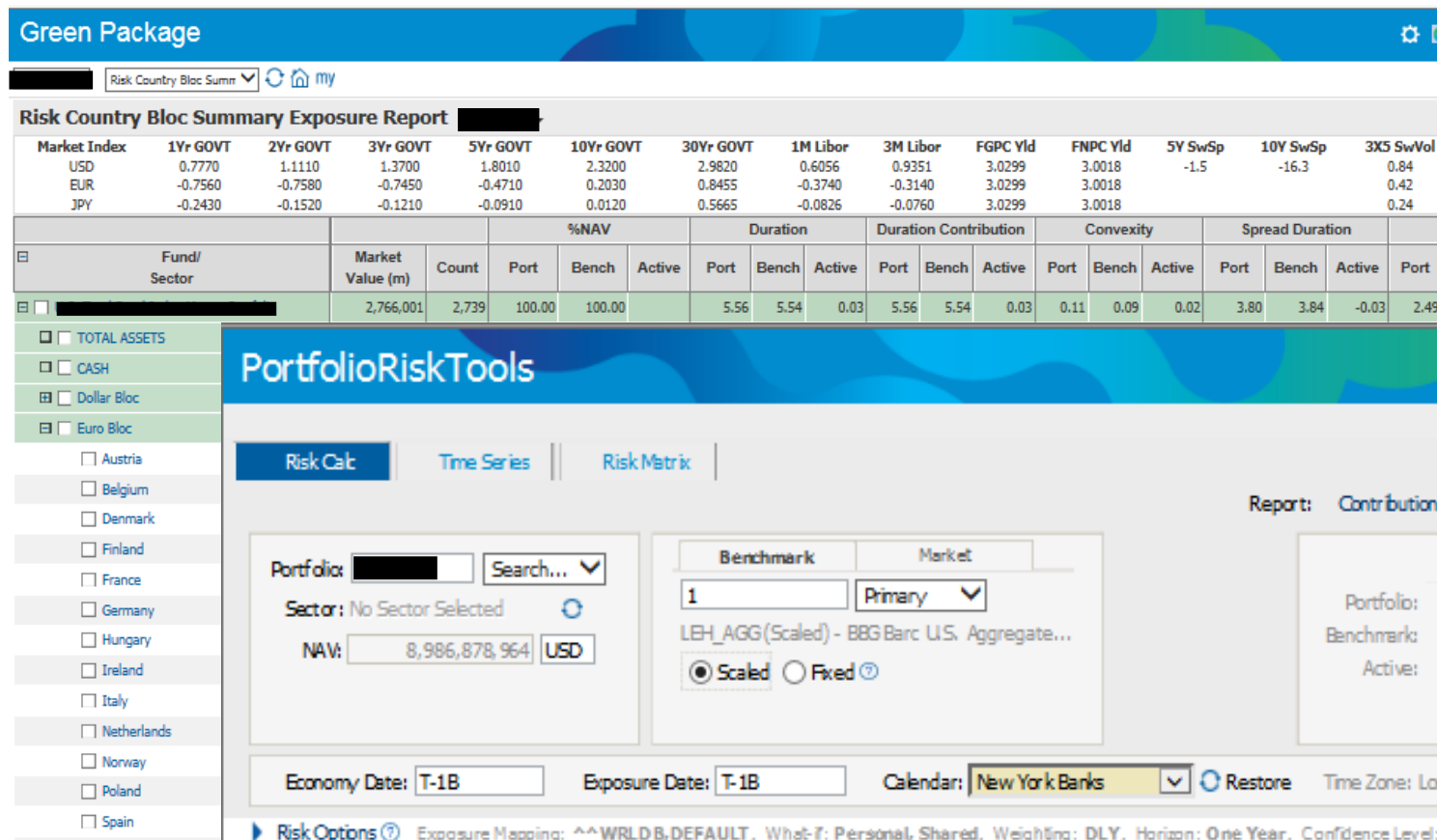
Source: BlackRock; Data as of 31 December 2021.

1. Per Pensions & Investments rankings as of 12/31/2021.

Performance analysis and review

Aladdin® Enterprise System: “One Database, One System, One Process”*

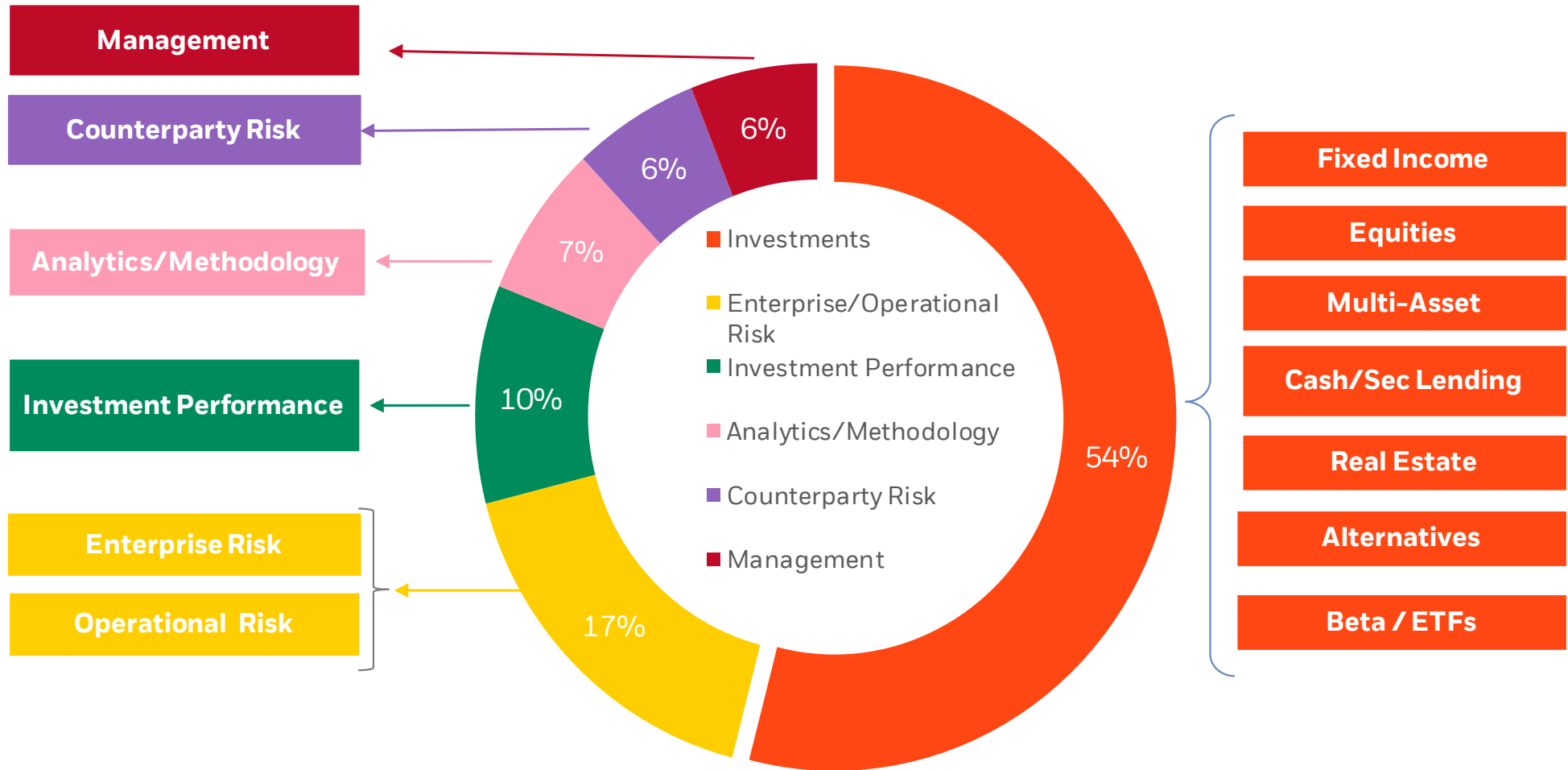
- 25,000+ Aladdin users across 45 countries
- 5,000 Stress tests performed each week
- 1000+ developers working to continually evolve the platform



Source: BlackRock, as of 30 December 2016. Sample screenshots are for illustrative purpose only and do not depict actual data.

Risk Management Resources and Functions

RQA (Risk & Quantitative Analytics)



Source: BlackRock. Investment process is shown for illustrative purposes only and is subject to change.

IV. Fund Characteristics

U.S. Debt Index Fund

Portfolio profile

	U.S. Debt Index Fund	Bloomberg U.S. Aggregate Bond Index
Market value (\$B)	7.53	23,977.55
# Issues	10,173	12,641
Characteristics		
Coupon (%)	2.63	2.58
Yield to maturity (YTM) (%)	4.71	4.71
Weighted avg life (yrs)	8.69	8.72
Effective duration (yrs)	6.38	6.38
Spread duration	3.96	3.93
Option adjusted spread (bps)	59	59
Convexity	0.68	0.68
Quality breakdown (mkt val %)		
AAA or above	74.22	73.93
AA	2.62	2.77
A	10.75	10.80
BBB	12.41	12.47
Bellow BBB	0.00	0.00
NR	0.00	0.02

	U.S. Debt Index Fund	Bloomberg U.S. Aggregate Bond Index
Sector breakdown (mkt val %)		
Treasury	40.91	40.94
Agencies	1.19	1.27
Financials	7.99	7.99
Industrials	13.79	13.89
Utilities	1.94	2.00
Non-US credit	3.28	3.38
Taxable munis	0.61	0.63
ABS	0.35	0.39
Mortgages	27.60	27.60
Hybrid ARM	0.01	0.00
CMBS	1.91	1.90
Foreign Government	0.00	0.00
Other	0.00	0.01
Cash	0.42	0.00
Weighted avg life breakdown (mkt val %)		
0-1	2.18	0.06
1-2	10.09	11.05
2-3	7.44	10.47
3-5	16.94	15.52
5-7	15.62	14.36
7-10	19.57	20.93
10-20	17.05	16.85
20-30	10.34	9.98
30+	0.76	0.78

Fund inception date 30 June 1986

Data is for analytical purposes only. Index data points may differ to those published by the Index due to different calculation criteria. The credit quality of a particular security or group of securities may be based upon a rating from a nationally recognized statistical rating organization or, if unrated by a ratings organization, assigned an internal rating by BlackRock, neither of which ensures the stability or safety of an overall portfolio. Breakdowns may not sum to total due to rounding, exclusion of cash, STIF, and statistically immaterial factors. Sources: BlackRock, Bloomberg Finance L.P.

Russell 1000® Index Fund

Characteristics

Fund information

Benchmark	Russell 1000® Index
Total fund assets	\$98.12B
Number of issues in fund	1,014
Number of issues in benchmark	1,014

Top 10 holdings

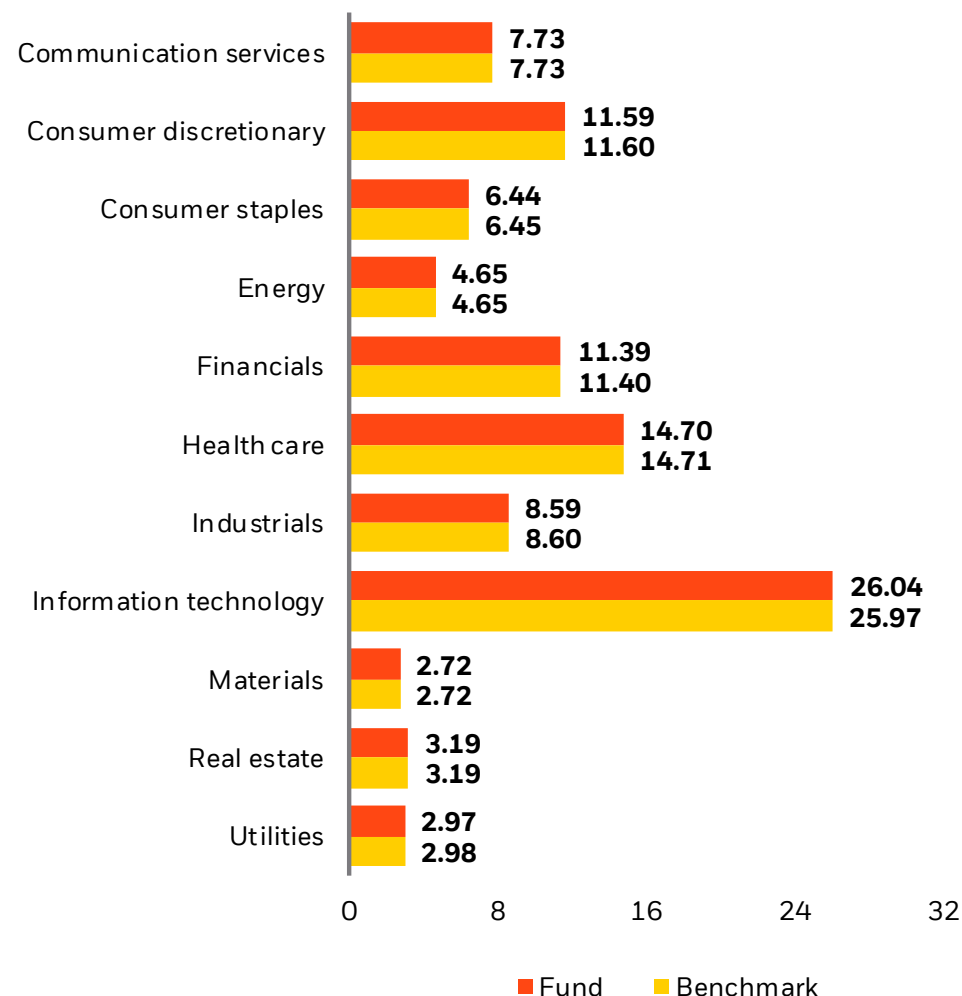
	Fund %	Index %
Apple Inc	6.26	6.32
Microsoft Corp	5.17	5.21
Amazon Com Inc	2.98	3.00
Tesla Inc	2.00	2.02
Alphabet Inc Class A	1.71	1.72
Alphabet Inc Class C	1.54	1.55
Berkshire Hathaway Inc Class B	1.43	1.44
UnitedHealth Group Inc	1.40	1.41
Johnson & Johnson	1.27	1.29
Exxon Mobil Corp	1.08	1.09

Fund inception date 31 January 1987

Data is used for analytical purposes only. Index data may differ to those published by the Index due to calculation methods. Breakdowns may not sum to 100 percent due to rounding, exclusion of cash, STIF and statistically immaterial factors. Portfolio holdings are subject to change and are not intended as a recommendation of individual securities.

Sources: BlackRock, FTSE Russell

Sector diversification



Russell 2500™ Index Fund

Characteristics

Fund information

Benchmark	Russell 2500™ Index
Total fund assets	\$8.09B
Number of issues in fund	2,460
Number of issues in benchmark	2,470

Top 10 holdings

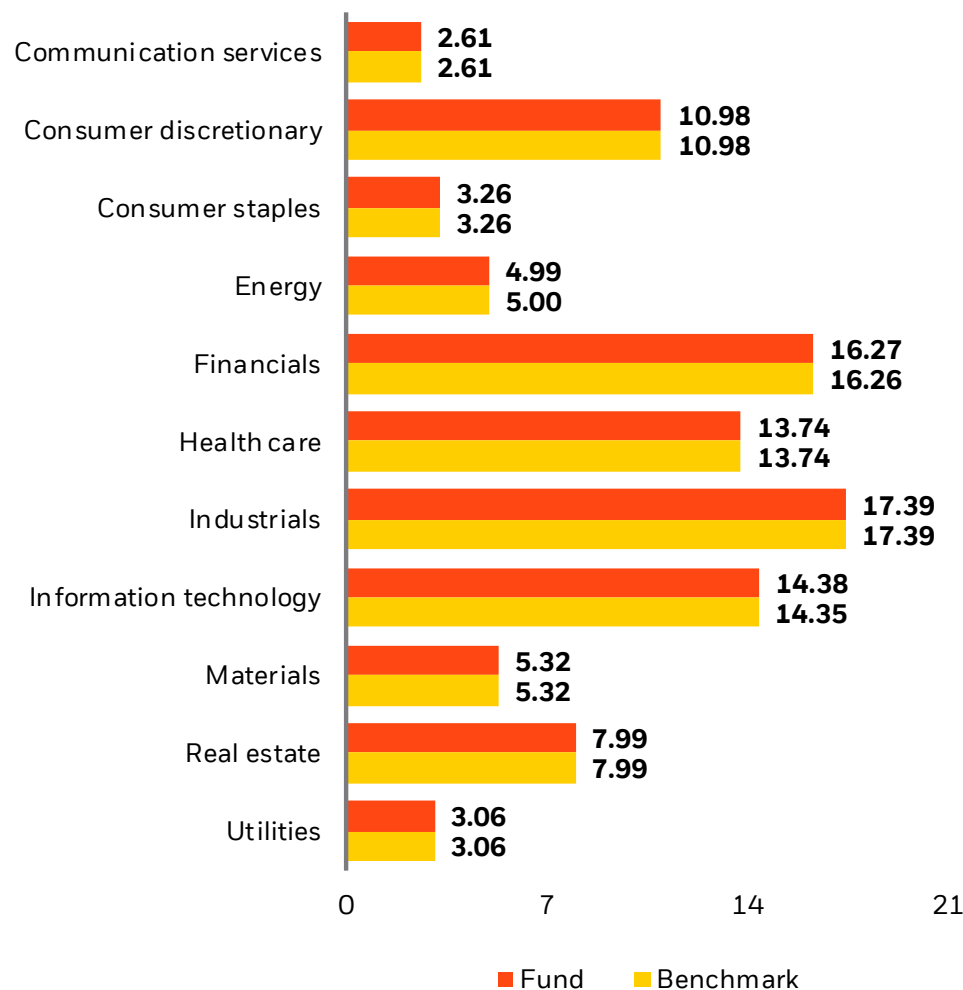
	Fund %	Index %
Quanta Services Inc	0.36	0.37
LPL Financial Holdings Inc	0.35	0.35
FactSet Research Systems Inc	0.31	0.31
EQT Corp	0.30	0.30
Carlisle Companies Inc	0.29	0.29
Brown & Brown Inc	0.29	0.29
First Solar Inc	0.28	0.28
Avery Dennison Corp	0.27	0.27
Jack Henry and Associates Inc	0.27	0.27
Bill Com Holdings Inc	0.26	0.26

Fund inception date 28 February 2001

Data is used for analytical purposes only. Index data may differ to those published by the Index due to calculation methods. Breakdowns may not sum to 100 percent due to rounding, exclusion of cash, STIF and statistically immaterial factors. Portfolio holdings are subject to change and are not intended as a recommendation of individual securities.

Sources: BlackRock, FTSE Russell

Sector diversification



BlackRock MSCI ACWI Equity Index Fund

Characteristics

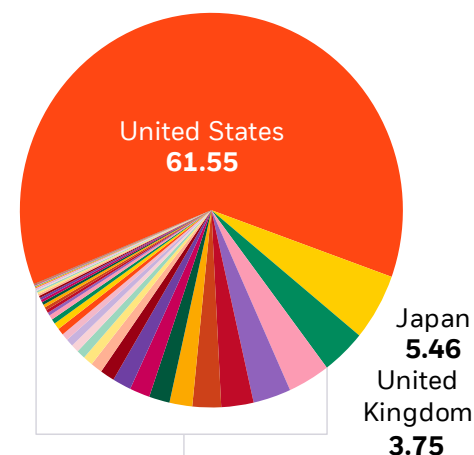
Fund information

Benchmark	MSCI ACWI Net Dividend Return Index
Total fund value	\$9.49B
Number of issues in fund	2,917
Number of issues in benchmark	2,900

Top 10 holdings

	Country	Weight (%)
Apple Inc	United States	4.60
Microsoft Corp	United States	3.40
Amazon Com Inc	United States	2.13
Tesla Inc	United States	1.44
Alphabet Inc Class A	United States	1.18
Alphabet Inc Class C	United States	1.12
UnitedHealth Group Inc	United States	0.97
Johnson & Johnson	United States	0.88
Exxon Mobil Corp	United States	0.76
Berkshire Hathaway Inc Class B	United States	0.71

Country allocation (%)



China	3.55	Italy	0.56	Philippines	0.08
Canada	3.19	Saudi Arabia	0.54	Chile	0.07
France	2.72	South Africa	0.39	Poland	0.06
Switzerland	2.42	Singapore	0.38	Portugal	0.06
Australia	1.92	Indonesia	0.26	New Zealand	0.04
India	1.74	Mexico	0.25	Turkey	0.04
Germany	1.71	Finland	0.25	Austria	0.04
Taiwan Rep	1.58	Thailand	0.25	Greece	0.03
of China	1.58	Belgium	0.23	Peru	0.03
South Korea	1.21	Israel	0.20	Hungary	0.02
Netherlands	0.99	Norway	0.19	Czech Republic	0.02
Sweden	0.82	Malaysia	0.17	Colombia	0.02
Hong Kong	0.74	UAE	0.16	Egypt	0.01
Brazil	0.66	Qatar	0.14	Argentina	0.00
Denmark	0.62	Ireland	0.14	Malta	0.00
Spain	0.57	Kuwait	0.10	Luxembourg	0.00

Fund inception date 22 April 2010

Data is used for analytical purposes only. Breakdowns may not sum to 100 percent due to rounding, exclusion of cash, STIF and statistically immaterial factors. Portfolio holdings are subject to change and are not intended as a recommendation of individual securities.

Sources: BlackRock, MSCI Inc.

BlackRock MSCI ACWI ex-U.S. IMI Index Fund

Characteristics

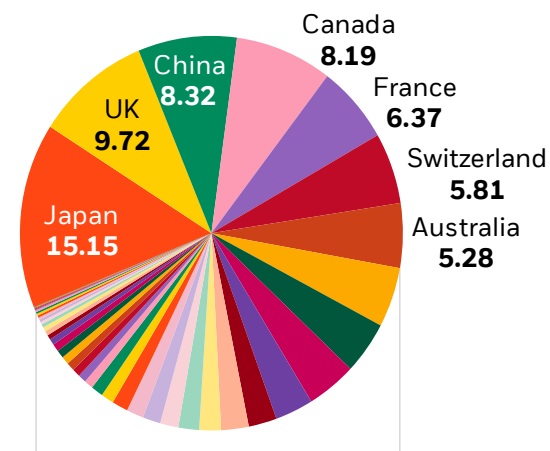
Fund information

Benchmark	MSCI ACWI ex USA IMI Index
Total fund value	\$13.16B
Number of issues in fund	6,710
Number of issues in benchmark	6,662

Top 10 holdings

	Country	Weight (%)
Taiwan Semiconductor Manufacturing	Taiwan Rep of China	1.45
Nestle SA	Switzerland	1.24
Tencent Holdings Ltd	China	0.93
Roche Holding Par AG	Switzerland	0.93
Shell PLC	United Kingdom	0.81
Samsung Electronics Ltd	South Korea	0.78
AstraZeneca PLC	United Kingdom	0.75
ASML Holding NV	Netherlands	0.75
LVMH	France	0.72
Novo Nordisk Class B	Denmark	0.70

Country allocation (%)



India	4.90	South Africa	1.02	New Zealand	0.21
Taiwan Rep of China	4.31	Israel	0.75	Austria	0.18
Germany	4.19	Finland	0.69	Chile	0.18
South Korea	3.22	Indonesia	0.68	Poland	0.16
Netherlands	2.37	Thailand	0.68	Portugal	0.15
Sweden	2.32	Belgium	0.65	Turkey	0.14
Hong Kong	1.82	Mexico	0.65	Greece	0.09
Brazil	1.74	Norway	0.63	Peru	0.07
Denmark	1.54	Malaysia	0.50	Colombia	0.04
Italy	1.50	UAE	0.39	Hungary	0.04
Spain	1.44	Ireland	0.37	Czech Republic	0.04
Saudi Arabia	1.35	Qatar	0.36	Egypt	0.03
Singapore	1.07	Kuwait	0.27	Russian Fed	0.00
		Philippines	0.22	Malta	0.00

Fund inception date 20 March 2008

Data is used for analytical purposes only. Breakdowns may not sum to 100 percent due to rounding, exclusion of cash, STIF and statistically immaterial factors. Portfolio holdings are subject to change and are not intended as a recommendation of individual securities.

Sources: BlackRock, MSCI Inc.

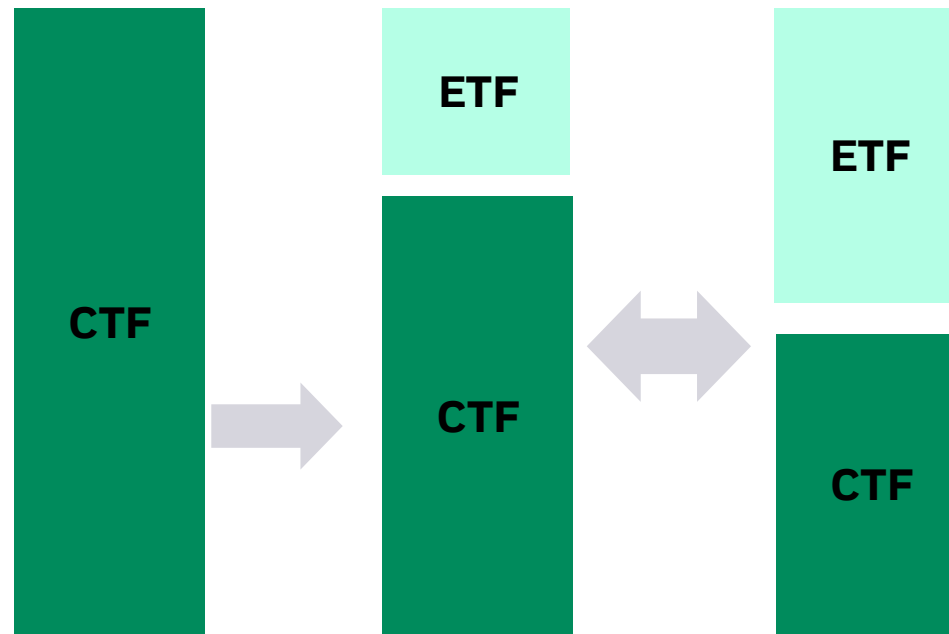
V. Appendix

Client Trend: Seeking Optimal Beta

**Some clients
have been
looking to:**

1. Increase the liquidity profile of an index exposure at a low cost
2. Facilitate efficient rebalance activity, capital calls, benefit payments, etc.
3. Reduce market entry timing risk through the option of same day trading

Dynamic Exchange Traded Fund / Commingled Trust Fund Concept



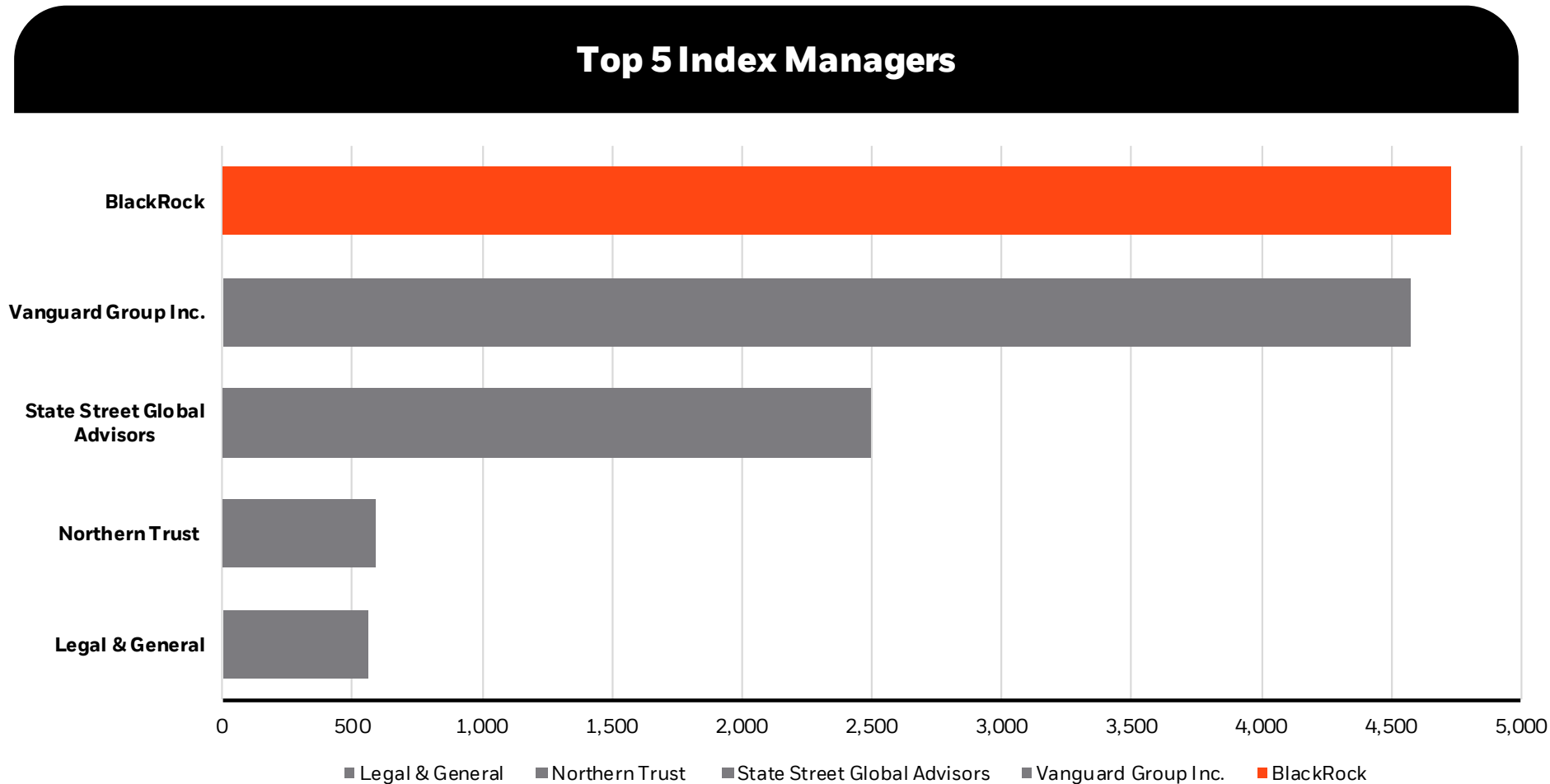
Clients have noticed that shifting from a static CTF allocation to a dynamic CTF/ETF blend may provide flexibility to choose the most optimal split between beta exposure vehicles, to be adjusted over time as client needs and market conditions evolve

Source: BlackRock's observation of client trends as of 31 December 2021. For illustrative purposes only and subject to change.

BlackRock is a Market Leader in Equity Indexing

BlackRock is one of the world's largest managers in indexed assets

- BlackRock is a global market leader with \$4.73 TN in index AUM across equity and fixed income



Source: Pensions & Investments (AUM data as of 12/31/2020)

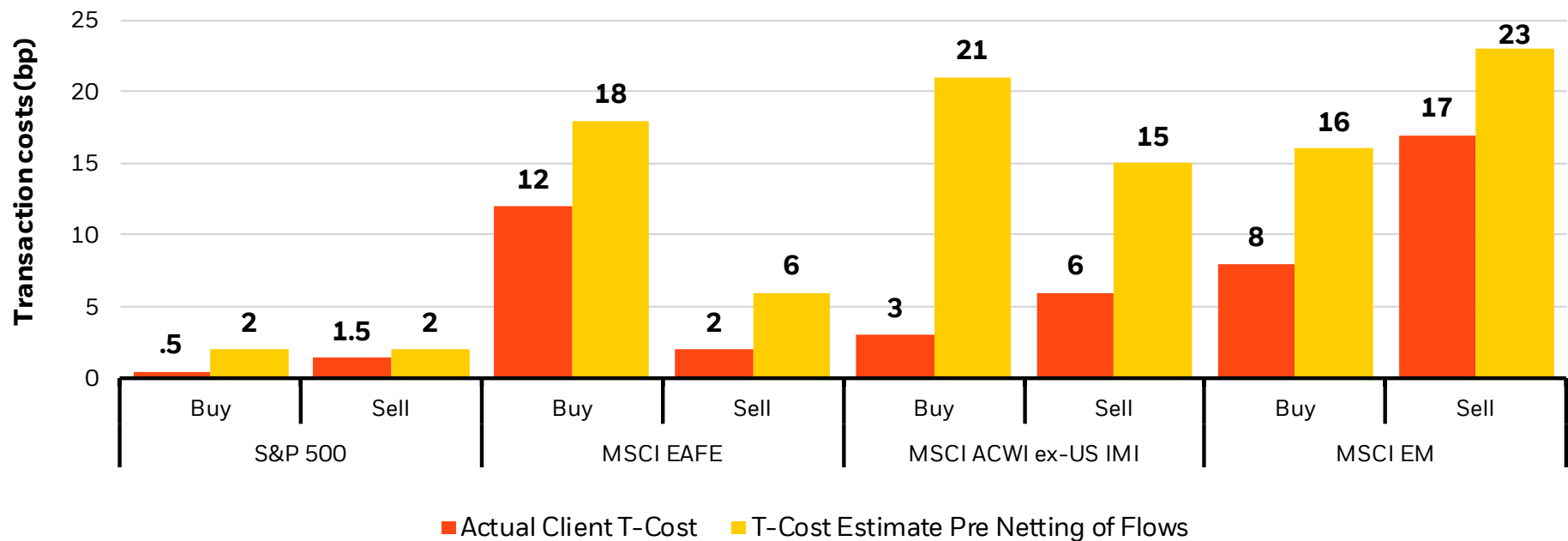
BlackRock's scale can help drive lower costs

The scale of BlackRock's index platform can help **lower transaction costs** in the following ways:

- The size of our trading footprint allows us to negotiate low commission rates
- The diversity of our client base, coupled with the range of indices we manage assets against, facilitates the industry's largest internal market place for potential netting of client flows
- Large seasoned funds may require less market trading for flows relative to small asset pools

BlackRock transaction costs vs. ex-ante estimates¹

Average client cost in 2021, as of Dec 31, 2021



¹ Estimated transaction costs includes commissions and taxes based on BlackRock's current standard negotiated rates
Source: BlackRock. BlackRock Flagship Index Funds shown
Historical transaction costs are not indicative of future results

Platform offerings: Index strategies

Equity

US Equity Index Funds

- S&P 500®
 - S&P/Citigroup Value
 - S&P/Citigroup Growth
 - S&P 400 Mid Cap
 - S&P 500 Equal Weighted

Dow Jones Indexes

- US Equity Market (DJ Total Stock Market)
- Extended Market (DJ Completion Total Sk Mkt)

Russell Indexes

- Russell 3000®
 - Russell 2500®
 - Russell 1000®
 - Russell 1000 Value®
 - Russell 1000 Growth®
- Russell 2000®
 - Russell 2000 Value®
 - Russell 2000 Growth®

MSCI Indexes

- MSCI US
- MSCI US IMI
- MSCI US Small Cap

Developed International Index Funds

- MSCI Canada Index
- MSCI EAFE ex-Japan
- MSCI EMU and EMU IMI
- MSCI EAFE Hedged
- MSCI Europe
- MSCI Pac Rim
- MSCI World
- MSCI World ex-US
- Russell Dev. ex-US Large Cap

Developed International Index Funds (cont'd)

MSCI EAFE Index

Australia	Hong Kong	Norway
Austria	Ireland	Portugal
Belgium	Italy	Singapore
Denmark	Israel	Spain
Finland	Japan	Sweden
France	Netherlands	Switzerland
Germany	New Zealand	UK

Integrated International Broad & Small Cap Index Strategies

- MSCI ACWI and ACWI IMI
- MSCI ACWI ex-US & ACWI ex US IMI
- MSCI Global Investable Market Indices
 - MSCI EAFE Small Cap
 - MSCI Canada Small Cap
 - MSCI World Small Cap
 - World ex-US Small Cap
 - MSCI Emerging Markets Small Cap
 - MSCI ACWI ex US Small Cap

Emerging Markets Index Funds

MSCI EM Index

Brazil	Hungary	South Africa
Chile	India	South Korea
China	Indonesia	Taiwan
Colombia	Kuwait	Thailand
Czech Rep.	Malaysia	Turkey
Egypt	Peru	Qatar
Greece	Philippines	
UAE	Poland	

MSCI Frontier Markets Index

Frontier Markets ex-GCC Index

Sustainable Investing

- Developed ex-Fossil Fuel
- ACWI ex Fossil Fuels ESG Focus Index
- ACWI ESG Focus Index

Index Plus Strategies

- S&P 500
- Russell 1000
- EAFE
- World ex-US
- EM
- World ex-US Small Cap
- ACWI ex-US
- World ex-US IMI

Non-Lending Funds

- S&P 100
- S&P 500
- S&P 400
- Russell 1000, V, G
- Russell 2000
- Russell 2500
- Russell 3000
- Russell Midcap
- EAFE
- EAFE Small Cap
- Canada
- Canada Small Cap
- Russell Developed ex-US Lg Cap
- EM
- EM IMI
- EM Small Cap
- ACWI
- ACWI ex-US
- ACWI ex-US IMI
- World
- World ex-US
- World ex-US Small Cap

Alternatives

US Commodity Funds

- S&P GSCI Total Return Indexes
- Bloomberg Commodity Index
- Commodity Smart Beta

Real Estate Investment Trust (REITs) and Infrastructure Indices

- DJ US Real Estate Securities Index (RESI)
- MSCI US REIT Index
- FTSE EPRA/NAREIT Developed ex-US Index
- FTSE EPRA/NAREIT Developed Index
- DJ Brookfield Global Infrastructure
- Developed REIT – Non-lending
- Global Real Estate – Non-lending

Smart Beta

- Russell Defensive Indices
- FTSE RAFI Indices
- FTSE EDHEC Efficient US
- MSCI Minimum Volatility Indices
- MSCI Diversified Multi-Factor Indices
- Equal and GDP-Weighted Indices
- MSCI USA Risk-Weighted Index
- MSCI USA Value Index
- MSCI USA Momentum Index

Custom Strategies available

As of 30 September 2022

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Each Fund is subject to key risks, as described in the Fund's Collective Investment Fund Profile. Some or all of those risks may adversely affect the value of units in the Fund, yield, total return and the Fund's ability to meet its investment objective. See the Collective Investment Fund Profile for additional information.

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Important Notes (cont'd)

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Important Notes (cont'd)

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Index

It is not possible to directly invest in an unmanaged index.

Risk

Investing in the bond market is subject to certain risks including market, interest-rate, issuer, credit, and inflation risk. Equities may decline in value due to both real and perceived general market, economic, and industry conditions. Mortgage and asset-backed securities may be sensitive to changes in interest rates, subject to early repayment risk, and while generally backed by a government, government-agency or private guarantor there is no assurance that the guarantor will meet its obligations. High-yield, lower-rated, securities involve greater risk than higher-rated securities; portfolios that invest in them may be subject to greater levels of credit and liquidity risk than portfolios that do not. Investors will, at times, incur a tax liability. Income from municipal bonds may be subject to state and local taxes and at times the alternative minimum tax. Derivatives may involve certain costs and risks such as liquidity, interest rate, market, credit, management and the risk that a position could not be closed when most advantageous. Investing in derivatives could lose more than the amount invested.

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ABBOTT CAPITAL



VCERA
VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

Abbott Capital Management Presentation to:
Ventura County Employees' Retirement Association

California Disclosure Reporting
California Code, Government Code - GOV § 7514.7

October 2022

California Disclosure Reporting

California Code, Government Code - GOV § 7514.7

Private Equity Investments as of December 31, 2021				
Name of Fund	Address of Fund Manager	Closing Date	Commitment	Vintage Year
Abbott Secondary Opportunities II, L.P.	640 Fifth Avenue, 7th Floor, New York, NY 10019	1/31/20	\$40,000,000	2021
Abbott Secondary Opportunities, L.P.	640 Fifth Avenue, 7th Floor, New York, NY 10019	12/21/17	\$25,000,000	2016
ABRY Partners IX	888 Boylston St, Suite 1600, Boston, MA 02199	12/6/18	\$10,600,000	2019
Adams Street 2010 Direct Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	5/21/10	\$8,500,000	2010
Adams Street 2013 Global Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	6/27/13	\$75,000,000	2013
Adams Street 2016 Global Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	8/16/16	\$60,000,000	2016
Adams Street Co-Investment Fund IV A	One North Wacker Drive, Suite 2200, Chicago, IL 60606	9/24/18	\$30,000,000	2018
Adams Street Co-Investment Fund V	One North Wacker Drive, Suite 2200, Chicago, IL 60606	9/30/21	\$35,000,000	2022
Adams Street Partnership Fund - 2010 Non-U.S. Developed Markets Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	5/21/10	\$25,500,000	2010
Adams Street Partnership Fund - 2010 Non-U.S. Emerging Markets Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	5/21/10	\$8,500,000	2010
Adams Street Partnership Fund - 2010 U.S. Fund	One North Wacker Drive, Suite 2200, Chicago, IL 60606	5/21/10	\$42,500,000	2010
Advent International GPE IX	800 Boylston Street, Boston, MA, 02199	5/23/19	\$10,000,000	2019
Astorg VII	68 rue du Faubourg Saint-Honoré, Paris 75008	12/17/18	\$8,897,698	2019
Battery Ventures XII	One Marina Park Drive, Suite 1100, Boston, MA 02210	2/1/18	\$9,050,000	2018
Battery Ventures XII Side Fund	One Marina Park Drive, Suite 1100, Boston, MA 02210	2/1/18	\$5,050,000	2018
Battery Ventures XIII	One Marina Park Drive, Suite 1100, Boston, MA 02210	2/11/20	\$9,240,000	2020
Battery Ventures XIII Side Fund	One Marina Park Drive, Suite 1100, Boston, MA 02210	2/11/20	\$6,160,000	2020
Buenaventure One, LLC	640 Fifth Avenue, 7th Floor, New York, NY 10019	1/5/18	\$210,424,500	2018
CapVest Equity Partners IV	100 Pall Mall, London SW1Y 5NQ	7/11/18	\$12,756,364	2019
CapVest Equity Partners V	100 Pall Mall, London SW1Y 5NQ	11/23/21	\$19,590,520	2022
Charlesbank Equity Fund X	200 Clarendon Street, 54th Floor, Boston, MA 02116	11/20/20	\$24,000,000	2021
Charlesbank Equity Overage Fund X	200 Clarendon Street, 54th Floor, Boston, MA 02116	11/20/20	\$6,000,000	2021
Clearlake Capital Partners V	233 Wilshire Blvd, Suite 800, Santa Monica, CA 90401	12/22/17	\$9,950,000	2018
Clearlake Capital Partners VI	233 Wilshire Blvd, Suite 800, Santa Monica, CA 90401	1/2/20	\$18,700,000	2020
Clearlake Capital Partners VII	233 Wilshire Blvd, Suite 800, Santa Monica, CA 90401	9/17/21	\$20,000,000	2022
CRV XVIII	One Broadway, 15th Floor, Cambridge, MA 02142	7/2/20	\$15,000,000	2020
CVC Capital Partners VIII	20 avenue Monterey, L-2163, Luxembourg	5/22/20	\$20,832,633	2021
Drive Capital Fund II	629 N. High Street, Columbus, OH 43215	8/19/16	\$15,000,000	2016
Drive Capital Fund III	629 N. High Street, Columbus, OH 43215	4/5/19	\$7,500,000	2019
Drive Capital Fund IV	629 N. High Street, Columbus, OH 43215	12/27/21	\$10,000,000	2022
Drive Capital Overdrive Fund I	629 N. High Street, Columbus, OH 43215	4/5/19	\$7,500,000	2019
Drive Capital Overdrive Fund II	629 N. High Street, Columbus, OH 43215	12/27/21	\$10,000,000	2022
ECI 11	Brettenham House, Lancaster Place, London WC2E 7EN	7/5/18	\$9,943,897	2018
Flexpoint Fund IV-A	676 North Michigan Ave, Suite 3300, Chicago, IL 60611	7/2/19	\$10,650,000	2020
Flexpoint Overage Fund IV-A	676 North Michigan Ave, Suite 3300, Chicago, IL 60611	7/2/19	\$3,550,000	2021
Genstar Capital Partners IX	Four Embarcadero Center, Suite 1900, San Francisco, CA 94111	2/21/19	\$7,500,000	2019
Genstar Capital Partners IX Opportunities Program	Four Embarcadero Center, Suite 1900, San Francisco, CA 94111	2/21/19	\$2,500,000	2019
Genstar Capital Partners X	Four Embarcadero Center, Suite 1900, San Francisco, CA 94111	4/1/21	\$15,000,000	2021
Genstar Capital Partners X Opportunities Program	Four Embarcadero Center, Suite 1900, San Francisco, CA 94111	4/1/21	\$5,000,000	2021
GGV Capital VII	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	8/15/18	\$10,160,000	2019

California Disclosure Reporting, continued

California Code, Government Code - GOV § 7514.7

Private Equity Investments as of December 31, 2021				
Name of Fund	Address of Fund Manager	Closing Date	Commitment	Vintage Year
GGV Capital VII Plus	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	8/15/18	\$2,540,000	2019
GGV Capital VIII	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	10/30/20	\$9,180,000	2021
GGV Capital VIII Plus	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	10/30/20	\$2,295,000	2021
GGV Discovery II	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	8/15/18	\$2,100,000	2019
GGV Discovery III	3000 Sand Hill Road, Building 4, Suite 230, Menlo Park, CA 94025	10/30/20	\$3,825,000	2021
Great Hill Equity Partners VII	200 Clarendon Street, 29th Floor, Boston, MA 02116	6/28/19	\$8,900,000	2020
Great Hill Equity Partners VIII	200 Clarendon Street, 29th Floor, Boston, MA 02116	11/1/21	\$25,000,000	2022
Green Equity Investors VIII	11111 Santa Monica Boulevard, Suite 2000, Los Angeles, CA 90025	10/18/19	\$15,000,000	2020
GTCR Fund XII	300 North LaSalle Street, Suite 5600, Chicago, IL 60654	9/29/17	\$30,000,000	2017
GTCR Fund XIII	300 North LaSalle Street, Suite 5600, Chicago, IL 60654	10/27/20	\$30,000,000	2021
HarbourVest - Dover Street IX	One Financial Center, Boston, MA 02111	7/8/16	\$60,000,000	2016
HarbourVest - Dover Street VIII	One Financial Center, Boston, MA 02111	5/30/13	\$67,500,000	2012
HarbourVest - Dover Street X	One Financial Center, Boston, MA 02111	5/31/19	\$40,000,000	2019
HarbourVest Partners Co-Investment IV	One Financial Center, Boston, MA 02111	5/31/17	\$30,000,000	2016
HarbourVest Partners Co-Investment V	One Financial Center, Boston, MA 02111	7/31/18	\$35,000,000	2019
HarbourVest Partners Co-Investment VI	One Financial Center, Boston, MA 02111	6/24/21	\$35,000,000	2021
Hellman & Friedman Capital Partners IX	415 Mission Street, Suite 5700, San Francisco, CA 94105	9/28/18	\$19,800,000	2019
Hellman & Friedman Capital Partners X	415 Mission Street, Suite 5700, San Francisco, CA 94105	5/10/21	\$20,000,000	2021
Insight Venture Partners X	1114 Avenue of the Americas, 36th Floor, New York, NY 10036	10/13/17	\$25,000,000	2018
M/C Partners VIII	75 State Street, Suite 2500, Boston, MA 02109	4/2/18	\$10,000,000	2019
Oak HC/FT Partners III	2200 Atlantic Street, Suite 300, Stamford, Connecticut 06902	7/31/19	\$15,000,000	2019
Oak HC/FT Partners IV	2200 Atlantic Street, Suite 300, Stamford, Connecticut 06902	2/17/21	\$10,000,000	2021
Pantheon Global Secondary Fund IV	10 Finsbury Square, 4th Floor, London EC2A1AF	6/24/10	\$15,000,000	2010
Pantheon Global Secondary Fund V	10 Finsbury Square, 4th Floor, London EC2A1AF	2/6/15	\$50,000,000	2015
Pantheon Global Secondary Fund VI	10 Finsbury Square, 4th Floor, London EC2A1AF	2/24/20	\$25,000,000	2020
Pantheon Global Secondary Fund VII	10 Finsbury Square, 4th Floor, London EC2A1AF	10/28/21	\$25,000,000	2022
Prairie Capital VII QP	191 North Wacker Drive, Chicago, IL 60606	4/6/21	\$10,800,000	2021
Ridgemont Equity Partners IV	101 S Tryon Street, Suite 3400, Charlotte, NC 28280	10/29/21	\$20,000,000	2022
Riverside Micro-Cap Fund V	630 Fifth Avenue, Suite 400, New York, NY 10111	8/21/18	\$10,000,000	2019
Riverside Micro-Cap Fund VI	630 Fifth Avenue, Suite 400, New York, NY 10111	8/26/21	\$20,000,000	2022
TA XIII	200 Clarendon Street, 56th Floor, Boston, MA 02116	5/2/19	\$10,000,000	2019
TA XIV	200 Clarendon Street, 56th Floor, Boston, MA 02116	5/27/21	\$10,000,000	2021
The Resolute Fund IV	399 Park Avenue, 30th Floor, New York, NY 10022	5/2/18	\$20,000,000	2018
Vitruvian Investment Partnership IV	105 Wigmore Street, London, W1U1QY	6/3/20	\$20,927,228	2020

California Disclosure Reporting, continued

California Code, Government Code - GOV § 7514.7

Performance and Fee Information ¹												
Name of Fund	As of December 31, 2021 (Since Inception)						For the Year Ended December 31, 2021					
	Contributions	Distributions	Valuation	TVPI	Gross IRR	Net IRR	Distributions	Cash Profit Received ²	Management Fees ³	Carried Interest Paid	Other Expenses	Fees & Expenses Paid by Portfolio Cos.
Abbott Secondary Opportunities II, L.P.	\$3,831,704	\$1,600,000	\$5,641,031	1.89	984.22%	718.47%	\$1,600,000	\$532,983	\$64,238	\$19,120	\$86,128	\$0
Abbott Secondary Opportunities, L.P.	\$24,868,117	\$28,093,875	\$12,875,240	1.65	30.99%	28.98%	\$11,343,875	\$6,664,422	\$179,449	\$211,182	\$17,184	\$0
ABRY Partners IX	\$7,306,490	\$467,985	\$8,879,875	1.28	25.60%	17.08%	\$467,985	\$21,059	\$138,597	\$0	\$37,499	\$0
Adams Street 2010 Direct Fund	\$8,168,500	\$11,281,064	\$5,589,701	2.07	19.29%	13.63%	\$909,042	\$1,142,853	\$67,100	\$84,651	\$5,145	\$428
Adams Street 2013 Global Fund	\$67,012,500	\$48,611,208	\$118,357,104	2.49	20.95%	19.34%	\$27,812,040	\$21,619,654	\$473,208	\$0	\$67,516	\$1,792
Adams Street 2016 Global Fund	\$43,182,000	\$11,109,405	\$83,038,910	2.18	34.50%	30.55%	\$6,308,341	\$1,065,531	\$577,436	\$16,673	\$159,682	\$689
Adams Street Co-Investment Fund IV A	\$22,387,931	\$6,337,129	\$32,200,342	1.72	42.40%	35.01%	\$6,337,129	\$3,175,001	\$299,731	\$341,452	\$209,393	\$269
Adams Street Co-Investment Fund V	\$0	\$0	\$0		N/A	N/A	\$0	\$0	\$28,933	\$0	\$102,981	\$0
Adams Street Partnership Fund - 2010 Non-U.S. Developed Markets Fund	\$22,962,749	\$28,548,196	\$17,561,251	2.01	16.82%	14.40%	\$5,259,333	\$3,819,144	\$112,292	\$40,225	\$7,853	\$0
Adams Street Partnership Fund - 2010 Non-U.S. Emerging Markets Fund	\$7,633,000	\$6,657,716	\$11,137,603	2.33	15.14%	13.69%	\$2,526,929	\$1,687,081	\$37,431	\$3,001	\$4,382	\$0
Adams Street Partnership Fund - 2010 U.S. Fund	\$37,442,500	\$61,576,439	\$42,160,596	2.77	21.00%	18.87%	\$19,087,895	\$16,205,579	\$187,153	\$59,781	\$31,969	\$0
Advent International GPE IX	\$5,626,084	\$799,600	\$15,497,700	2.90	137.00%	109.78%	\$799,600	\$544,849	\$146,201	\$243,948	\$58,878	\$3,799
Astorg VII	\$5,497,101	\$0	\$7,777,345	1.41	43.10%	36.69%	\$0	\$0	\$105,796	\$0	\$60,232	\$0
Battery Ventures XII	\$8,161,290	\$2,001,370	\$25,300,668	3.35	73.90%	59.57%	\$2,001,370	\$1,853,472	\$226,250	\$603,317	\$9,323	\$0
Battery Ventures XII Side Fund	\$4,772,755	\$1,985,400	\$14,518,666	3.46	71.90%	60.31%	\$1,985,400	\$1,838,681	\$109,821	\$598,502	\$0	\$0
Battery Ventures XIII	\$5,668,740	\$0	\$7,745,124	1.37	53.40%	41.81%	\$0	\$0	\$217,082	\$0	\$28,753	\$2,392
Battery Ventures XIII Side Fund	\$4,178,944	\$0	\$6,031,092	1.44	58.40%	53.23%	\$0	\$0	\$65,418	\$0	\$20,030	\$2,392
Buenaventure One, LLC	\$110,920,590	\$12,283,156	\$171,360,939	1.66	38.62%	38.62%	\$11,880,000	\$7,389,182	\$0	\$0	\$24,313	\$0
CapVest Equity Partners IV	\$6,307,749	\$0	\$7,894,987	1.25	53.00% ⁴	41.92%	\$0	\$0	\$249,017	\$0	\$121,659	\$0
CapVest Equity Partners V	\$0	\$0	-\$46,745		N/A	N/A	\$0	\$0	\$0	\$0	\$46,745	\$0
Charlesbank Equity Fund X	\$5,495,070	\$0	\$5,628,777	1.02	17.20%	11.86%	\$0	\$0	\$396,000	\$0	\$203,718	\$0
Charlesbank Equity Overage Fund X	\$1,881,031	\$0	\$1,993,722	1.06	14.70%	37.68%	\$0	\$0	\$0	\$0	\$23,613	\$0
Clearlake Capital Partners V	\$11,669,995	\$14,833,278	\$14,940,496	2.55	65.10%	57.80%	\$12,035,596	\$8,323,325	\$11,760	\$766,834	\$32,943	\$132,878
Clearlake Capital Partners VI	\$15,188,536	\$639,691	\$24,230,072	1.64	86.90%	79.10%	\$483,758	\$332,476	\$49,598	\$0	\$81,285	\$99,268
Clearlake Capital Partners VII	\$0	\$0	-\$129,134		N/A	N/A	\$0	\$0	\$85,699	\$0	\$43,064	\$0
CRV XVIII	\$11,362,500	\$0	\$12,403,763	1.09	38.30%	25.53%	\$0	\$0	\$367,944	\$0	\$26,004	\$0
CVC Capital Partners VIII	\$4,075,739	\$0	\$4,150,678	1.02	26.60% ⁴	47.87%	\$0	\$0	\$184,957	\$0	\$60,927	\$0
Drive Capital Fund II	\$14,872,773	\$1,926,403	\$31,696,762	2.26	35.50%	29.55%	\$1,926,403	\$1,671,645	\$178,770	\$0	\$17,493	\$0
Drive Capital Fund III	\$5,367,503	\$0	\$6,000,939	1.12	27.70%	16.05%	\$0	\$0	\$129,689	\$0	\$25,038	\$0
Drive Capital Fund IV	\$0	\$0	\$0		N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0

Please see footnotes on page 26. Past performance is not a guide to future results and is not indicative of expected realized returns. See attached Important Information page and Abbott's Form ADV Part 2A for disclosures on risk and impact of fees on performance.

California Disclosure Reporting, continued

California Code, Government Code - GOV § 7514.7

Performance and Fee Information ¹												
Name of Fund	As of December 31, 2021 (Since Inception)						For the Year Ended December 31, 2021					
	Contributions	Distributions	Valuation	TVPI	Gross IRR	Net IRR	Distributions	Cash Profit Received ²	Management Fees ³	Carried Interest Paid	Other Expenses	Fees & Expenses Paid by Portfolio Cos.
Drive Capital Overdrive Fund I	\$6,531,997	\$12,492	\$12,744,020	1.95	58.60%	47.39%	\$0	\$0	\$127,230	\$0	\$13,177	\$0
Drive Capital Overdrive Fund II	\$0	\$0	\$0		N/A	N/A	\$0	\$0	\$0	\$0	\$0	\$0
ECI 11	\$6,605,270	\$1,172,313	\$10,368,567	1.75	34.74% ⁵	37.30%	\$1,172,313	\$770,234	\$199,056	\$0	\$67,506	\$0
Flexpoint Fund IV-A	\$4,705,052	\$0	\$6,053,435	1.29	54.60%	39.06%	\$0	\$0	\$212,113	\$7,859	\$87,636	\$0
Flexpoint Overage Fund IV-A	\$1,452,471	\$0	\$1,634,255	1.13	81.50%	34.93%	\$0	\$0	\$11,142	\$413	\$18,643	\$0
Genstar Capital Partners IX	\$7,227,563	\$938,719	\$9,667,212	1.47	66.10%	43.53%	\$763,719	\$452,246	\$76,999	\$100,608	\$24,232	\$0
Genstar Capital Partners IX Opportunities Program	\$2,320,884	\$55,914	\$3,242,654	1.42	39.00%	29.91%	\$55,914	\$6,505	\$16,945	\$0	\$1,688	\$0
Genstar Capital Partners X	\$1,670,422	\$0	\$1,780,857	1.07	NR	247.90%	\$0	\$0	\$2,858	\$0	\$59,600	\$0
Genstar Capital Partners X Opportunities Program	\$938,333	\$0	\$1,023,451	1.09	NR	32%	\$0	\$0	\$1,701	\$0	\$4,240	\$0
GGV Capital VII	\$9,347,200	\$0	\$14,365,655	1.54	48.5%	29.98%	\$0	\$0	\$180,667	\$0	\$4,054	\$0
GGV Capital VII Plus	\$2,476,500	\$0	\$3,478,640	1.40	33.20%	24.09%	\$0	\$0	\$0	\$0	\$1,641	\$0
GGV Capital VIII	\$3,350,700	\$0	\$4,019,591	1.20	128.90%	51.51%	\$0	\$0	\$137,700	\$0	\$10,243	\$0
GGV Capital VIII Plus	\$872,100	\$0	\$871,014	1.00	0.00%	-0.49%	\$0	\$0	\$0	\$0	\$1,088	\$0
GGV Discovery II	\$1,858,500	\$0	\$3,673,127	1.98	81.10%	52.28%	\$0	\$0	\$38,748	\$0	\$1,331	\$0
GGV Discovery III	\$1,300,500	\$0	\$1,754,445	1.35	291.70%	94.92%	\$0	\$0	\$57,375	\$0	\$3,534	\$0
Great Hill Equity Partners VII	\$4,981,403	\$2,458,521	\$5,738,533	1.65	N/A	>1000%	\$2,458,521	\$1,951,270	\$79,516	\$0	\$265,594	\$756
Great Hill Equity Partners VIII	\$0	\$0	-\$60,356		N/A	N/A	\$0	\$0	\$0	\$0	\$26,563	\$0
Green Equity Investors VIII	\$11,603,657	\$14,131	\$12,369,043	1.07	23.50%	15.21%	\$14,131	\$12,446	\$81,701	\$0	\$67,629	\$5,020
GTCR Fund XII	\$24,532,892	\$10,944,348	\$33,643,924	1.82	39.60%	37.57%	\$6,864,707	\$3,475,355	\$355,307	\$1,360,070	\$117,824	\$8,631
GTCR Fund XIII	\$3,225,000	\$1,085,493	\$4,357,478	1.69	114.70%	561.76%	\$1,085,493	\$203,440	\$450,000	\$0	\$231,037	\$0
HarbourVest - Dover Street IX	\$49,800,000	\$43,076,243	\$48,768,956	1.84	29.90%	29.54%	\$19,523,154	\$10,932,275	\$750,004	\$398,347	\$318,558	\$0
HarbourVest - Dover Street VIII	\$62,184,954	\$93,526,437	\$13,143,176	1.72	23.40%	20.52%	\$16,680,182	\$10,203,846	\$840,332	\$2,079,192	\$93,486	\$0
HarbourVest - Dover Street X	\$16,800,000	\$4,693,525	\$24,338,201	1.73	64.20%	81.41%	\$3,757,775	\$1,785,753	\$262,082	\$131,630	\$225,748	\$0
HarbourVest Partners Co-Investment IV	\$24,464,388	\$22,418,445	\$30,548,361	2.17	25.00%	23.71%	\$16,367,552	\$11,699,830	\$224,856	\$384,399	\$98,385	\$0
HarbourVest Partners Co-Investment V	\$27,125,000	\$1,821,492	\$45,970,713	1.76	39.80%	44.05%	\$1,821,492	\$1,326,486	\$330,224	\$228,467	\$135,970	\$0
HarbourVest Partners Co-Investment VI	\$0	\$0	\$123,710		N/A	N/A	\$0	\$0	\$18,689	\$0	\$101,261	\$0
Hellman & Friedman Capital Partners IX	\$19,016,817	\$1,050,453	\$24,259,048	1.33	35.00%	31.44%	\$1,050,453	\$16,626	\$27,001	\$0	\$69,937	\$35
Hellman & Friedman Capital Partners X	\$2,436,017	\$0	\$2,271,559	0.93	NR	-49.82%	\$0	\$0	\$0	\$0	\$75,007	\$0
Insight Venture Partners X	\$25,093,372	\$7,503,250	\$70,345,544	3.10	64.00%	51.27%	\$5,848,793	\$4,579,840	\$333,244	\$1,106,439	\$66,648	\$512
M/C Partners VIII	\$5,868,357	\$0	\$7,286,983	1.24	24.00%	18.10%	\$0	\$0	\$199,597	\$0	\$54,387	\$0

Please see footnotes on page 26. Past performance is not a guide to future results and is not indicative of expected realized returns. See attached Important Information page and Abbott's Form ADV Part 2A for disclosures on risk and impact of fees on performance.

California Disclosure Reporting, continued

California Code, Government Code - GOV § 7514.7

Performance and Fee Information ¹												
Name of Fund	As of December 31, 2021 (Since Inception)						For the Year Ended December 31, 2021					
	Contributions	Distributions	Valuation	TVPI	Gross IRR	Net IRR	Distributions	Cash Profit Received ²	Management Fees ³	Carried Interest Paid	Other Expenses	Fees & Expenses Paid by Portfolio Cos.
Oak HC/FT Partners III	\$13,877,649	\$1,348,190	\$31,500,653	2.37	112.40%	99.60%	\$1,348,190	\$1,255,457	\$309,375	\$0	\$45,332	\$0
Oak HC/FT Partners IV	\$5,432,713	\$0	\$5,670,968	1.04	19.40%	12.54%	\$0	\$0	\$151,866	\$0	\$43,605	\$0
Pantheon Global Secondary Fund IV	\$9,960,000	\$14,632,293	\$1,399,183	1.61	14.50%	13.13%	\$938,250	\$2,939,940	\$79,716	\$0	\$2,783	\$0
Pantheon Global Secondary Fund V	\$38,116,509	\$26,573,034	\$37,841,863	1.69	15.70%	15.76%	\$10,590,500	\$3,896,946	\$405,000	\$0	\$114,213	\$0
Pantheon Global Secondary Fund VI	\$15,297,805	\$1,543,371	\$25,641,690	1.78	30.10%	57.65%	\$1,506,251	\$1,013,333	\$0	\$0	\$4,407	\$0
Pantheon Global Secondary Fund VII	\$0	\$0	\$248,275		N/A	N/A	\$0	\$0	\$0	\$0	\$1,167	\$0
Prairie Capital VII QP	\$1,836,000	\$0	\$1,784,321	0.97	-7.90%	-7.93%	\$0	\$0	\$95,162	\$0	\$69,367	\$0
Ridgemont Equity Partners IV	\$0	\$0	-\$43,376		N/A	N/A	\$0	\$0	\$0	\$0	\$43,376	\$0
Riverside Micro-Cap Fund V	\$6,601,735	\$0	\$9,601,751	1.45	50.60%	30.67%	\$0	\$0	\$103,039	\$0	\$39,545	\$0
Riverside Micro-Cap Fund VI	\$0	\$0	-\$159,864		NR	-100.00%	\$0	\$0	\$134,877	\$0	\$24,987	\$0
TA XIII	\$8,850,000	\$2,925,000	\$11,348,519	1.61	72.10%	56.85%	\$2,925,000	\$1,340,950	\$185,016	\$0	\$51,707	\$0
TA XIV	\$2,700,000	\$0	\$2,633,157	0.98	NR	-41.97%	\$0	\$0	\$38,623	\$0	\$33,020	\$0
The Resolute Fund IV	\$20,814,734	\$11,479,280	\$26,797,192	1.84	49.80%	53.95%	\$6,408,465	\$4,589,241	\$50,754	\$1,149,052	\$37,639	\$58,785
Vitruvian Investment Partnership IV	\$3,746,113	\$0	\$3,928,122	1.05	34.00%	20.53%	\$0	\$0	\$94,951	\$0	\$42,744	\$0

NR = Information was not reported. N/A = Not Applicable.

¹With the exception of fund level information for Abbott Secondary Opportunities, L.P. (ASO), Abbott Secondary Opportunities II, L.P. (ASO II) and Buenaventure One, LLC (BO), the information included herein is sourced from data provided by the managers of the funds. Such information has not been independently verified and no representation or warranty, express or implied, is given by or on behalf of Abbott as to the accuracy, fairness, correctness or completeness of the information. Amounts above reflect VCERA's share of capital calls, distributions and certain income/expense items. Certain amounts provided above have been estimated based on fund level information disclosed in the December 31, 2021 audited portfolio fund financial statements. Differences between such estimates and actual amounts may exist and such differences could be material. For fund of funds, expense amounts above exclude amounts at the underlying portfolio fund level.

²Represents amounts included in distributions received during the year that are classified as gain, dividend, interest or income per the fund's distribution notice.

³Management fees are net of fee waivers in lieu of general partner capital contributions and offsets related to transaction fees, board fees and other items.

⁴Gross IRR is reported in EUR.

⁵Gross IRR is reported in GBP.

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Important Information

Portfolio Investment Performance:

A Gross IRR, or a gross multiple, is NOT net of underlying portfolio investment fees and expenses, management fees paid, or allocations of carried interest made, to the underlying manager or general partner, account level expenses and adjustments resulting from the gains and losses realized upon the sale of distributed stock. Actual returns to an individual investor or client would be further reduced for any such fees and expenses not accounted for in the performance calculations.

A Net IRR, or a net multiple, or the IRR of any individual portfolio investment is net of underlying portfolio fund investment fees and expenses, net of fees paid (or pro forma fees paid) to the underlying manager or general partner, and net of allocations of carried interest, if any.



To: Ventura County Employees' Retirement Association

From: Allan Martin, Partner

Date: November 28, 2022

Subject: Alternative Investment Fee Reporting

California Government Code Section 7514.7 (Assembly Bill 2833) requires that public pension plans collect fee and expense detail on the alternative investments included in the plan. It is required that this information be disclosed at a public meeting once each year commencing with all new capital commitments made on or after January 1, 2017. Additionally, each public pension plan should take reasonable efforts to collect this fee data for all existing contracts for which no new capital commitment was made on or after January 1, 2017.

The law defines alternative investments to include: private equity fund, venture fund, hedge fund or absolute return fund. We have included information on all the alternative investment limited partnerships VCERA has invested in, including real estate and private debt.

Specifically, the law requires reporting on the following items:

1. The fees and expenses that VCERA pays directly to the alternative investment vehicle, the fund manager or related parties.
2. VCERA's pro rata share of fees and expenses that are paid from the alternative investment vehicle to the fund manager or related parties.
3. VCERA's pro rata share of carried interest distributed to the fund manager or related parties.
4. VCERA's pro rata share of aggregate fees and expenses paid by all of the portfolio companies held within the alternative investment vehicle to the fund manager or related parties.
5. The gross and net internal rate of return of the fund, since inception.
6. Any additional information described in the California Public Records Act [Government Code Section 6254.26(b)]:
 - a. The name, address and vintage year of each alternative investment vehicle.
 - b. The dollar amount of the commitment made by VCERA to each alternative investment vehicle since inception.
 - c. The dollar amount of cash contributions made by VCERA to each alternative investment vehicle since inception.
 - d. The dollar amount, on a fiscal year-end basis, of cash distributions received by VCERA from each alternative investment vehicle.
 - e. The dollar amount, on a fiscal year-end basis, of cash distributions received by VCERA plus remaining value of partnership assets attributable to VCERA's investment in each alternative investment vehicle.

- f. The net internal rate of return of each alternative investment vehicle since inception.
- g. The investment multiple of each alternative investment vehicle since inception.
- h. The dollar amount of the total management fees and costs paid on an annual fiscal year-end basis, by VCERA to each alternative investment vehicle.
- i. The dollar amount of cash profit received by VCERA from each alternative investment vehicle on a fiscal year-end basis.

Attached to this memo is the required information to satisfy California Government Code Section 7514.7.





Fund	Address	Date of Investment	Vintage Year	2021 Fees and Expenses paid directly to Partnership or General Partner	2021 Fees and Expenses paid from the Partnership	2021 Carried Interest paid	2021 Fees and Expenses paid by all portfolio companies	VCERA Net Internal Rate of Return Since Inception
Arbour Lane Credit Opp III A	700 Canal Street Stamford, CT 06902	11/15/2021	2021	\$5,400	\$63,089	\$0	\$0	N/A
Bain Capital Special Situations Asia Fund II	200 Clarendon Street Boston, MA 02116	7/26/2021	2021	\$39,289	\$184,896	\$0	\$0	N/A
BlueBay Direct Lending Fund III (USD-L), SLP	5 Hanover Square London, United Kingdom W1S1HE	3/8/2019	2019	\$491,123	\$215,342	\$1,440	\$0	10.90%
Bridge Debt Strategies Fund III, LP	111 East Sego Lily Drive #400, Salt Lake City, UT 84070	12/20/2019	2019	\$235,492	\$942,087	\$79,434	\$0	11.60%
Bridge Debt Strategies Fund IV	111 East Sego Lily Drive #400, Salt Lake City, UT 84070	7/26/2021	2021	\$41,976	\$356,545	\$0	\$0	13.30%
Brookfield Infrastructure Fund IV, LP	250 Vesey St. 15th Floor New York, NY 10281	10/21/2019	2019	\$747,349	\$354,158	\$0	\$0	10.10%
Crayhill Principal Strategies II	34 East 51st Street, 15th Floor New York, NY 10022	4/23/2021	2021	\$71,829	\$135,593	\$171,823	\$0	6.60%
Cross Ocean USD ESS Fund IV	20 Horseneck Lane Greenwich, CT 06830	6/21/2021	2021	\$0	\$13,504	\$0	\$0	N/A
CVI Credit Value Fund IV	9320 Excelsior Blvd. 7th Fl Hopkins, MN 55343	12/1/2017	2018	\$292,500	\$0	\$0	\$0	7.80%
CVI Credit Value Fund V	9320 Excelsior Blvd. 7th Fl Hopkins, MN 55343	3/29/2021	2021	\$24,111	\$0	\$0	\$0	7.80%
Harbourvest Direct Lending L	One Financial Center 44th Floor Boston, MA 02111	6/21/2021	2021	\$0	\$33,930	\$0	\$0	-5.30%
Harbourvest Real Assets Fund IV, LP	One Financial Center 44th Floor Boston, MA 02111	7/15/2019	2019	\$526,880	\$398,659	\$0	\$0	109.00%
Lasalle Income and Growth Fund VIII, LP	200 East Randolph Drive, Chicago, IL 60601	2/15/2020	2019	\$0	\$1,200,000	\$0	\$0	15.50%
Monroe Capital Private Credit Fund III, LP	311 South Wacker Drive, Suite 6400 Chicago, IL 60606	11/15/2018	2018	\$0	\$405,114**	\$0	\$0	12.40%
PIMCO Corporate Opportunities Fund III, LP	650 Newport Center Drive, Newport Beach, CA 92660	1/27/2020	2020	\$580,623	\$181,408	\$4,176	\$0	39.70%
PIMCO Private Income Fund, LP	650 Newport Center Drive, Newport Beach, CA 92660	4/1/2019	2019	\$498,650	\$735,735	\$0	\$0	14.60%
Torchlight Debt Fund VII	280 Park Avenue New York, New York 10017	1/25/2021	2021	\$60,772	\$468,750	\$0	\$0	1.84%

**Monroe's net management fee is \$0 as fees have been offset by upfront fees on underlying loans

Fund	Commitment Amount	Contributions Since Inception ending 2021	Remaining Value of VCERA Investment	Distributions Year End 2021	Distributions + Remaining Value of Partnership ending 2021	Profit received as of Year End 2021	Partnership Net Internal Rate of Return Since Inception	Investment Multiple Since Inception
Arbour Lane Credit Opp III A	\$30,000,000	\$5,097,861	\$5,272,346	\$0	\$5,272,346	\$174,485	N/A	1.03
Bain Capital Special Situations Asia Fund II	\$25,000,000	\$2,279,966	\$2,279,966	\$0	\$2,279,966	\$0	N/A	1.00
BlueBay Direct Lending Fund III (USD-L), SLP	\$25,000,000	\$13,651,553	\$13,273,692	\$3,075,371	\$16,349,063	\$2,697,510	13.16%	1.20
Bridge Debt Strategies Fund III, LP	\$25,000,000	\$23,849,171	\$22,467,109	\$7,401,676	\$29,868,785	\$6,019,614	11.60%	1.30
Bridge Debt Strategies Fund IV	\$25,000,000	\$16,887,249	\$17,198,439	\$427,611	\$17,626,050	\$738,801	13.30%	1.00
Brookfield Infrastructure Fund IV, LP	\$50,000,000	\$33,191,418	\$34,665,753	\$4,162,740	\$38,828,493	\$5,637,075	19.8%	1.20
Crayhill Principal Strategies II	\$25,000,000	\$7,748,516	\$6,559,731	\$1,644,936	\$8,204,667	\$456,151	48.70%	1.06
Cross Ocean USD ESS Fund IV	\$25,000,000	\$1,875,000	\$1,875,000	\$0	\$1,875,000	\$0	N/A	1.00
CVI Credit Value Fund IV	\$30,000,000	\$29,063,932	\$28,959,404	\$6,600,000	\$35,559,404	\$6,495,472	8.45%	1.22
CVI Credit Value Fund V	\$30,000,000	\$5,932,975	\$6,642,018	\$0	\$6,642,018	\$709,043	19.70%	1.12
Harbourvest Direct Lending L	\$25,000,000	\$10,254,409	\$9,694,389	\$145,467	\$9,839,856	-\$414,553	N/A	0.96
Harbourvest Real Assets Fund IV, LP	\$100,000,000	\$23,500,000	\$32,774,060	\$986,842	\$33,760,902	\$10,260,902	38.90%	1.44
Lasalle Income and Growth Fund VIII, LP	\$100,000,000	\$25,454,895	\$15,202,239	\$16,058,769	\$31,261,008	\$5,806,113	36.60%	1.23
Monroe Capital Private Credit Fund III, LP	\$25,000,000	\$21,253,151	\$22,019,781	\$5,383,060	\$27,402,841	\$6,149,690	13.34%	1.29
PIMCO Corporate Opportunities Fund III, LP	\$50,000,000	\$33,750,000	\$38,870,317	\$126,148	\$38,996,465	\$5,246,465	39.70%	1.16
PIMCO Private Income Fund, LP	\$55,000,000	\$55,000,000	\$70,006,232	\$22,651	\$70,028,883	\$15,028,883	14.60%	1.27
Torchlight Debt Fund VII	\$25,000,000	\$6,234,715	\$6,327,290	\$0	\$6,327,290	\$92,575	11.84%	1.01



VCERA
VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

THIRD QUARTER 2022 PERFORMANCE REPORT

VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

NOVEMBER 28, 2022

Allan Martin, Partner

Dan Hennessy, CFA, CAIA, Senior Consultant

Leah Tongco, Consulting Analyst





MARKET ENVIRONMENT

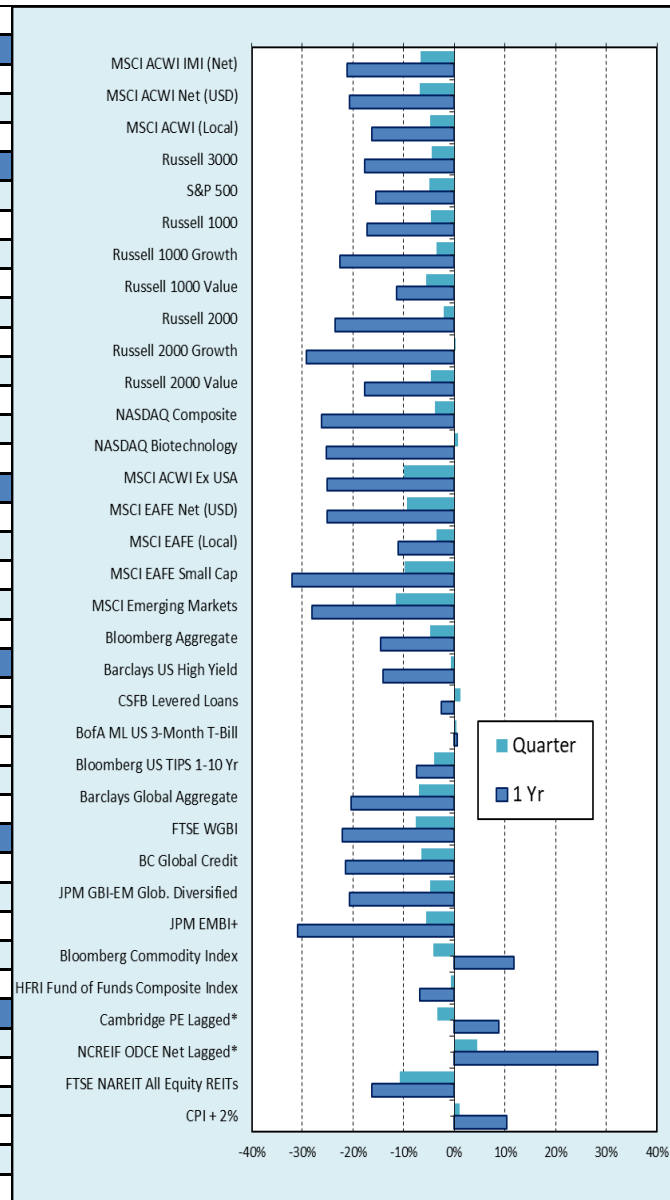
ECONOMIC ENVIRONMENT

- **Q3 Real GDP (advance estimate) increased at an annual rate of 2.6%.**
 - Retail sales ended August at +7.9% on a YoY basis. In the same period last year the YoY growth rate was +11.1%.
 - Corporate profits as a percent of GDP ended April 2022 at 12.1%, up from 9.3% in the same period last year and remain elevated relative to historical levels.
 - The inventory-to-sales ratio ended August was 1.33. Levels have remained relatively constant since early 2010 with a spike to 1.7 in April 2020.
 - The U.S. trade deficit widened in Q3, but remains elevated.
- **The unemployment rate was 3.5% ended Q3, down from 3.6% in Q2; U-6, a broader measure of unemployment, was unchanged in Q3 when compared to Q2 at 6.7%.**
 - The labor force participation rate ended Q3 at 62.3%, up from 62.2% in Q2 after declining to 60.2% in April 2020 and is at levels below the 10 year pre-pandemic average of 63.0%.
- **The Case-Shiller Home Price Index (ended August) declined to 303.76 from 308.43 in June and remains at levels higher than that of pre-financial crisis levels of 150.9.**
- **Rolling 12-month seasonally-adjusted CPI ended Q3 at 8.2% down from 9.1% in Q2. In the same period last year, it was 5.4%; Capacity Utilization slightly increased to 80.34% in Q3 from 80.30% in Q2.**
- **Fed Funds rate was increased in Q3 by 1.50% to a targeted range of 3.0%-to-3.25% up from 1.50%-to-1.75%. The 10-year Treasury Yield (constant maturity) finished Q3 at 3.52% up from 2.98% in Q2.**
- **The Fed continues scaling back asset purchases. The Fed continues to reduce the size of its balance sheet after a period of rapid growth post-pandemic.**
- **S&P valuations decreased in Q3 to 27.0x from 29.0x in Q2 and are lower than the 10-year average of 28.8x.**
 - Cyclically adjusted Shiller PE ratio remains above the long-term average of 16.98x.

MARKET ENVIRONMENT

Q3 2022 OVERVIEW

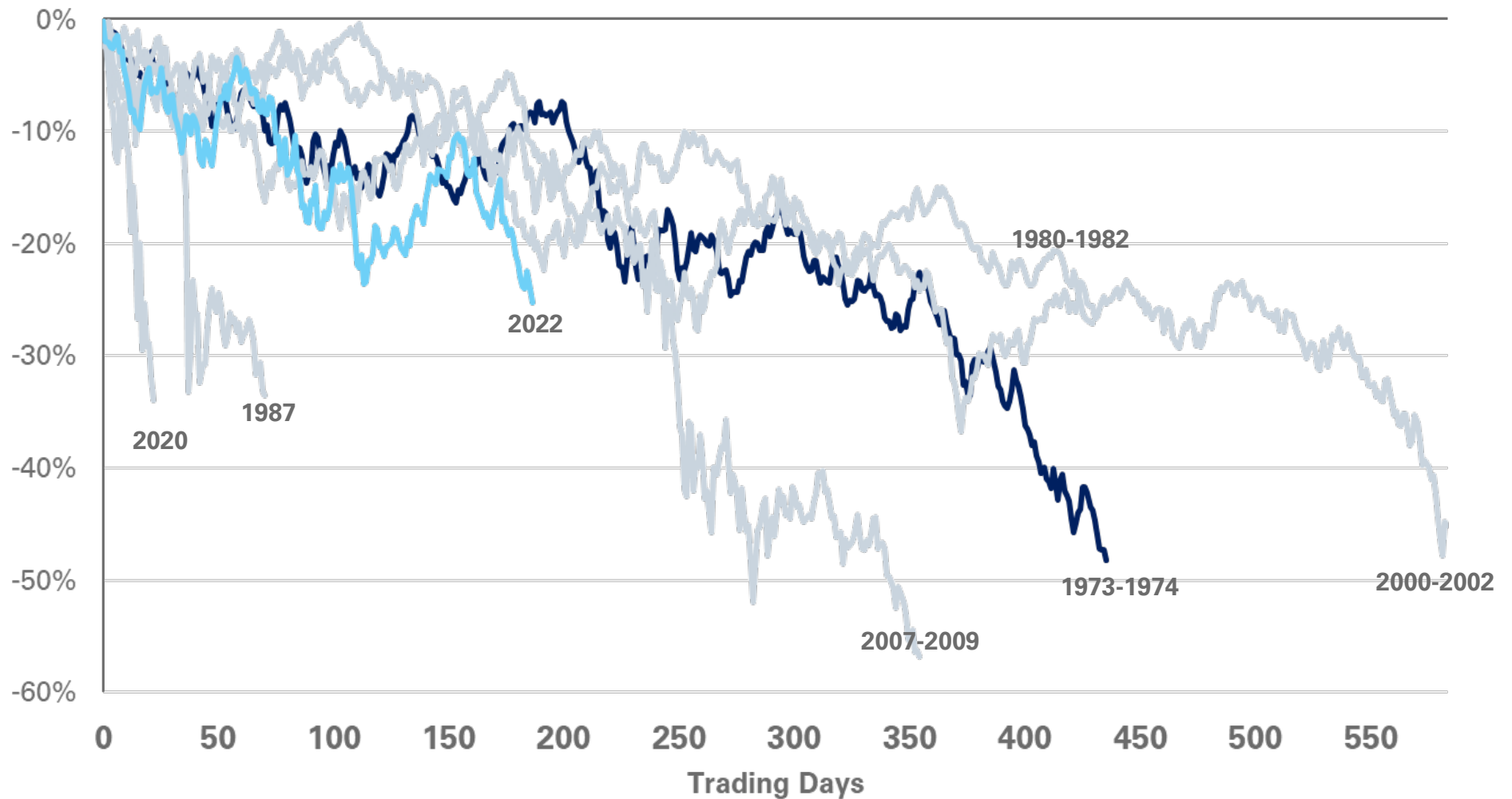
		Qtr.	1 Yr.	3 Yr.	5 Yr.	10 Yr.
World Equity Benchmarks						
MSCI ACWI IMI (Net)	World with Small Cap	-6.64%	-21.18%	3.64%	4.16%	7.25%
MSCI ACWI Net (USD)	World W/O Small Cap	-6.82%	-20.66%	3.75%	4.44%	7.28%
MSCI ACWI (Local)	World (Local Currency)	-4.86%	-16.24%	5.19%	5.70%	8.90%
Domestic Equity Benchmarks						
Russell 3000	Domestic All Cap	-4.46%	-17.63%	7.70%	8.62%	11.38%
S&P 500	Large Core	-4.88%	-15.47%	8.16%	9.24%	11.70%
Russell 1000	Large Core	-4.61%	-17.22%	7.94%	9.00%	11.60%
Russell 1000 Growth	Large Growth	-3.60%	-22.59%	10.67%	12.16%	13.70%
Russell 1000 Value	Large Value	-5.62%	-11.36%	4.36%	5.29%	9.17%
Russell 2000	Small Core	-2.19%	-23.50%	4.29%	3.55%	8.55%
Russell 2000 Growth	Small Growth	0.24%	-29.27%	2.93%	3.60%	8.81%
Russell 2000 Value	Small Value	-4.61%	-17.69%	4.72%	2.87%	7.94%
NASDAQ Composite	Large Growth	-3.91%	-26.26%	10.63%	11.25%	14.22%
NASDAQ Biotechnology	Biotech	0.69%	-25.26%	7.15%	2.17%	10.24%
International Equity Benchmarks						
MSCI ACWI Ex USA	World ex-US	-9.91%	-25.17%	-1.52%	-0.81%	3.01%
MSCI EAFE Net (USD)	Int'l Developed	-9.36%	-25.13%	-1.83%	-0.84%	3.67%
MSCI EAFE (Local)	Int'l Developed (Local Currency)	-3.59%	-11.11%	2.51%	2.83%	7.44%
MSCI EAFE Small Cap	Small Cap Int'l	-9.83%	-32.06%	-2.16%	-1.79%	5.28%
MSCI Emerging Markets	Emerging Equity	-11.57%	-28.11%	-2.07%	-1.81%	1.05%
Domestic Fixed Income Benchmarks						
Bloomberg Aggregate	Core Bonds	-4.75%	-14.60%	-3.26%	-0.27%	0.89%
Barclays US High Yield	High Yield	-0.65%	-14.14%	-0.45%	1.57%	3.94%
CSFB Levered Loans	Bank Loans	1.19%	-2.62%	2.12%	3.00%	3.70%
BofA ML US 3-Month T-Bill	Cash	0.46%	0.62%	0.59%	1.15%	0.68%
Bloomberg US TIPS 1-10 Yr	Inflation	-3.94%	-7.44%	1.79%	2.27%	1.17%
Global Fixed Income Benchmarks						
Barclays Global Aggregate	Global Core Bonds	-6.94%	-20.43%	-5.74%	-2.32%	-0.93%
FTSE WGBI	World Gov. Bonds	-7.61%	-22.14%	-7.03%	-3.07%	-1.76%
BC Global Credit	Global Bonds	-6.58%	-21.53%	-5.15%	-1.81%	0.28%
JPM GBI-EM Glob. Diversified	Em. Mkt. Bonds (Local Currency)	-4.73%	-20.63%	-7.06%	-3.92%	-2.43%
JPM EMBI+	Em. Mkt. Bonds	-5.52%	-30.93%	-9.87%	-5.52%	-0.86%
Alternative Benchmarks						
Bloomberg Commodity Index	Commodities	-4.11%	11.80%	13.45%	6.96%	-2.14%
HFRI Fund of Funds Composite Index	Fund of Hedge Funds	-0.70%	-6.84%	4.03%	3.00%	3.43%
Cambridge PE Lagged*	Private Equity	-3.43%	8.82%	19.90%	17.68%	15.53%
NCREIF ODCE Net Lagged*	Real Estate	4.58%	28.36%	11.68%	9.56%	10.16%
FTSE NAREIT All Equity REITs	REIT	-10.83%	-16.27%	-1.10%	4.10%	6.99%
CPI + 2%	Inflation/Real Assets	0.98%	10.37%	7.06%	5.86%	4.58%



* As of 6/30/2022

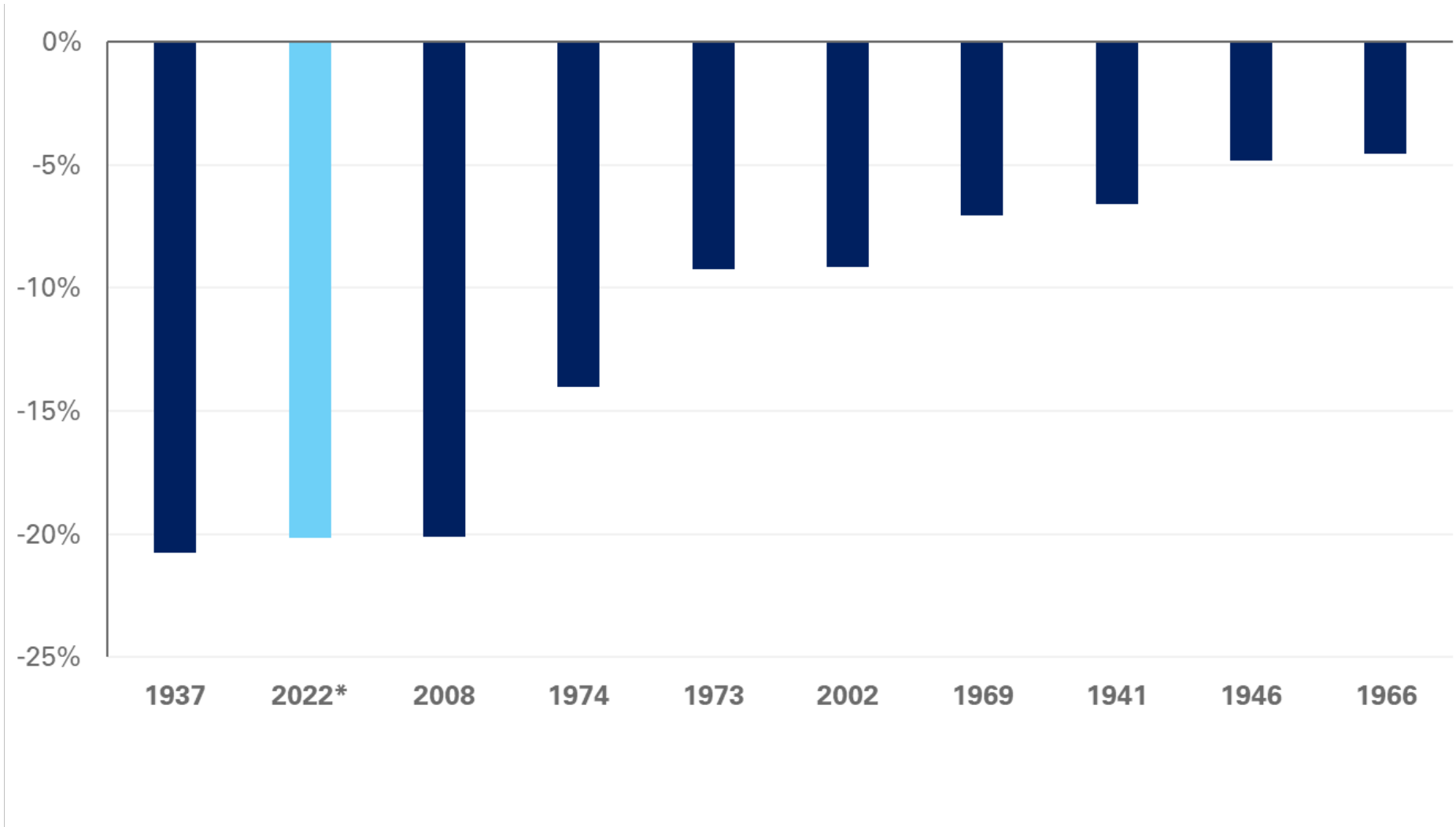
THE BEAR MARKET IS TRENDING WITH THE PAST

HISTORICAL S&P 500 BEAR MARKET PATHS RELATIVE TO TODAY



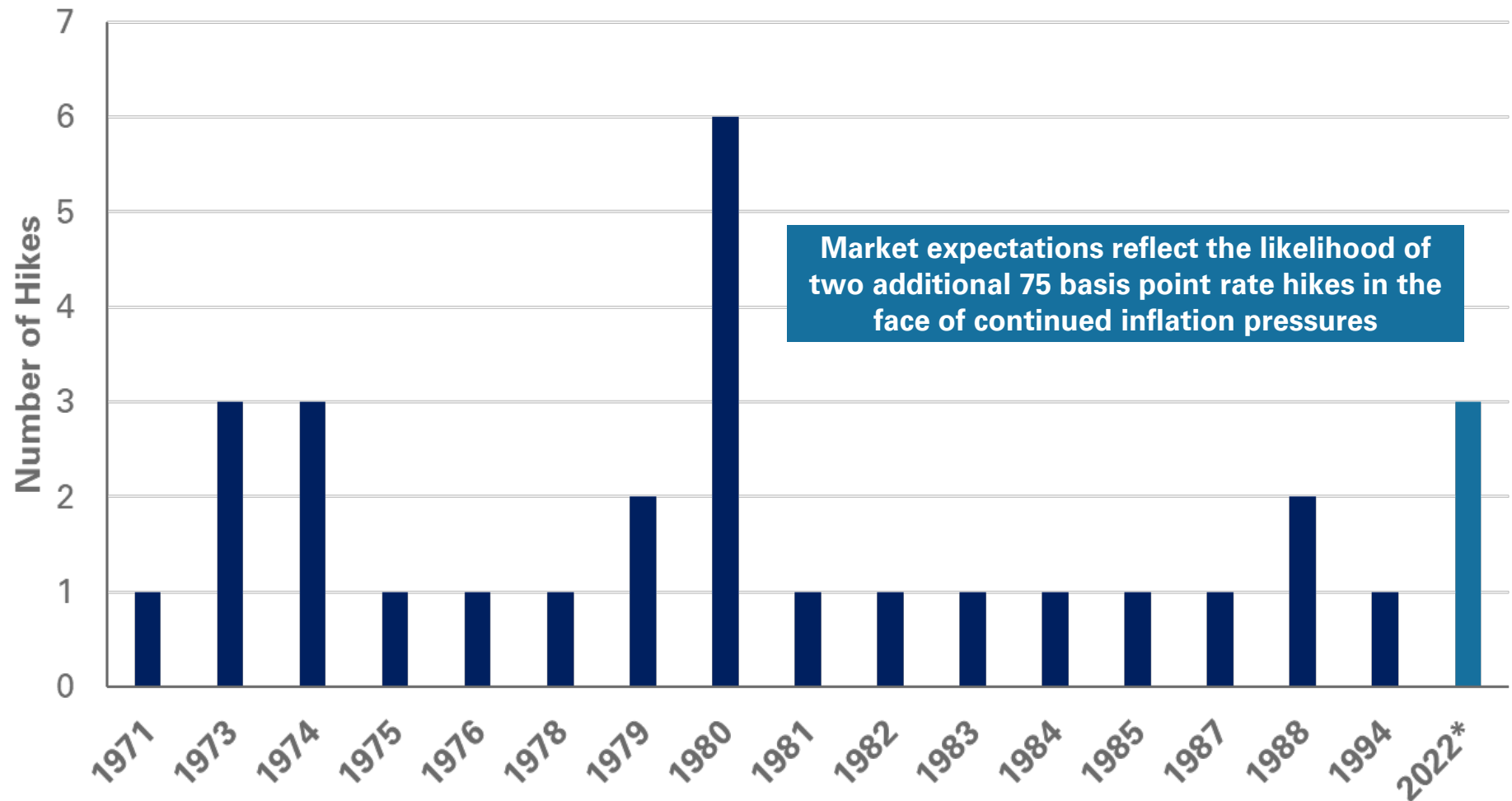
60/40 PORTFOLIO ON TRACK FOR WORST YEAR

WORST ANNUAL RETURNS: 60/40 PORTFOLIO



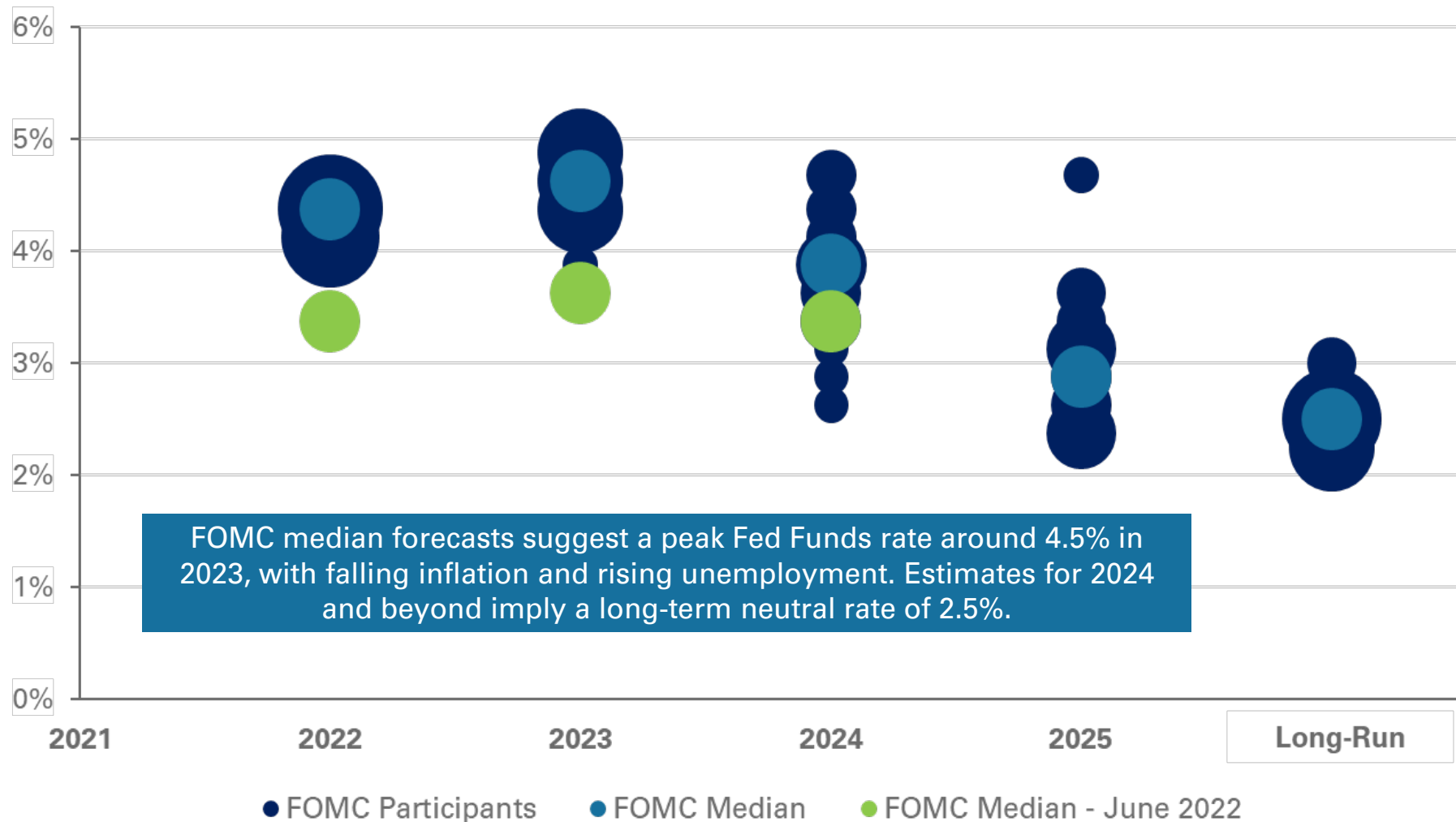
THE MOVEMENT IN RATES HAS BEEN SIGNIFICANT

NUMBER OF FED RATE HIKES $\geq 0.75\%$ IN A CALENDAR YEAR



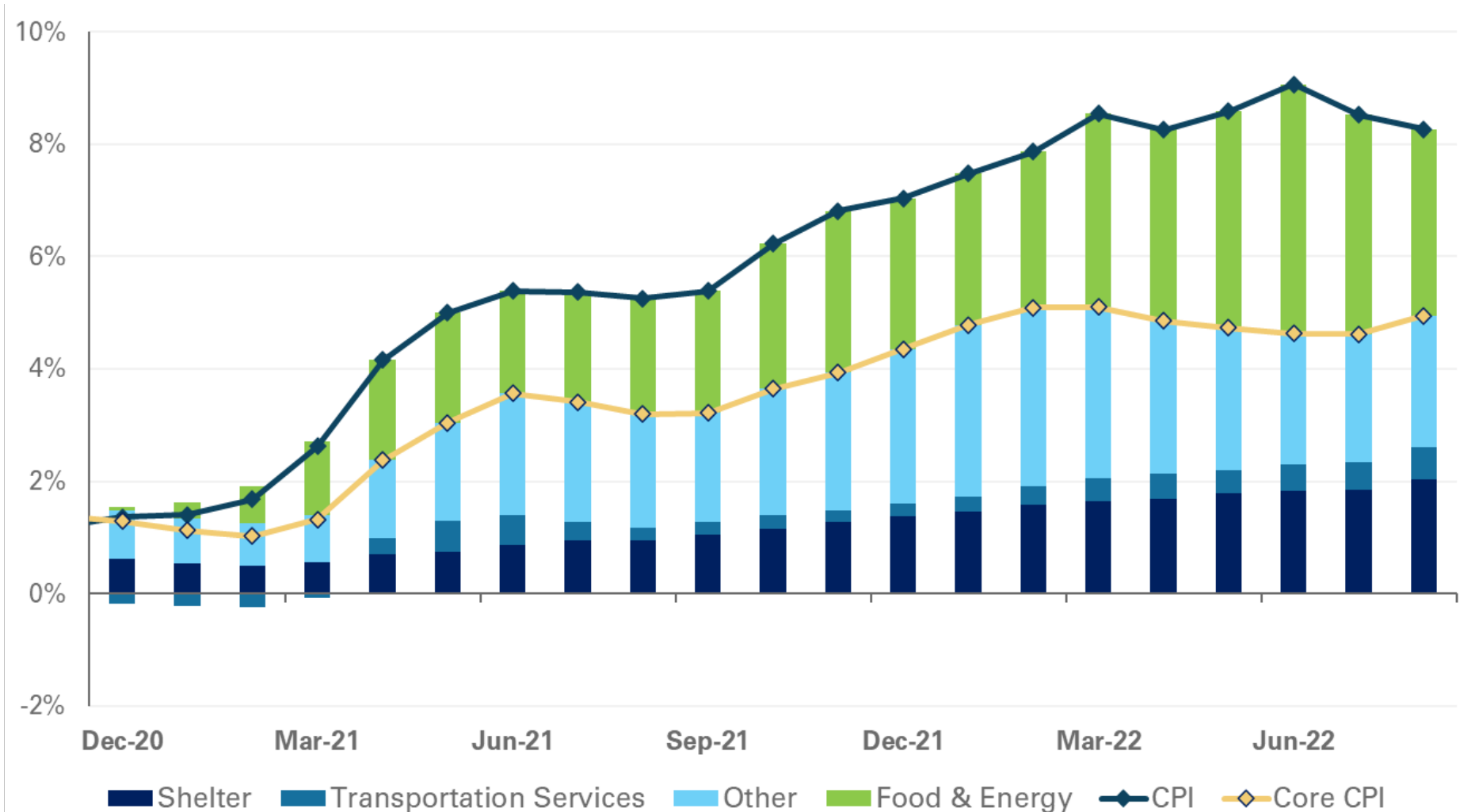
FOMC PROJECTS LOWER RATES IN 2024

FOMC DOT PLOT PROJECTIONS



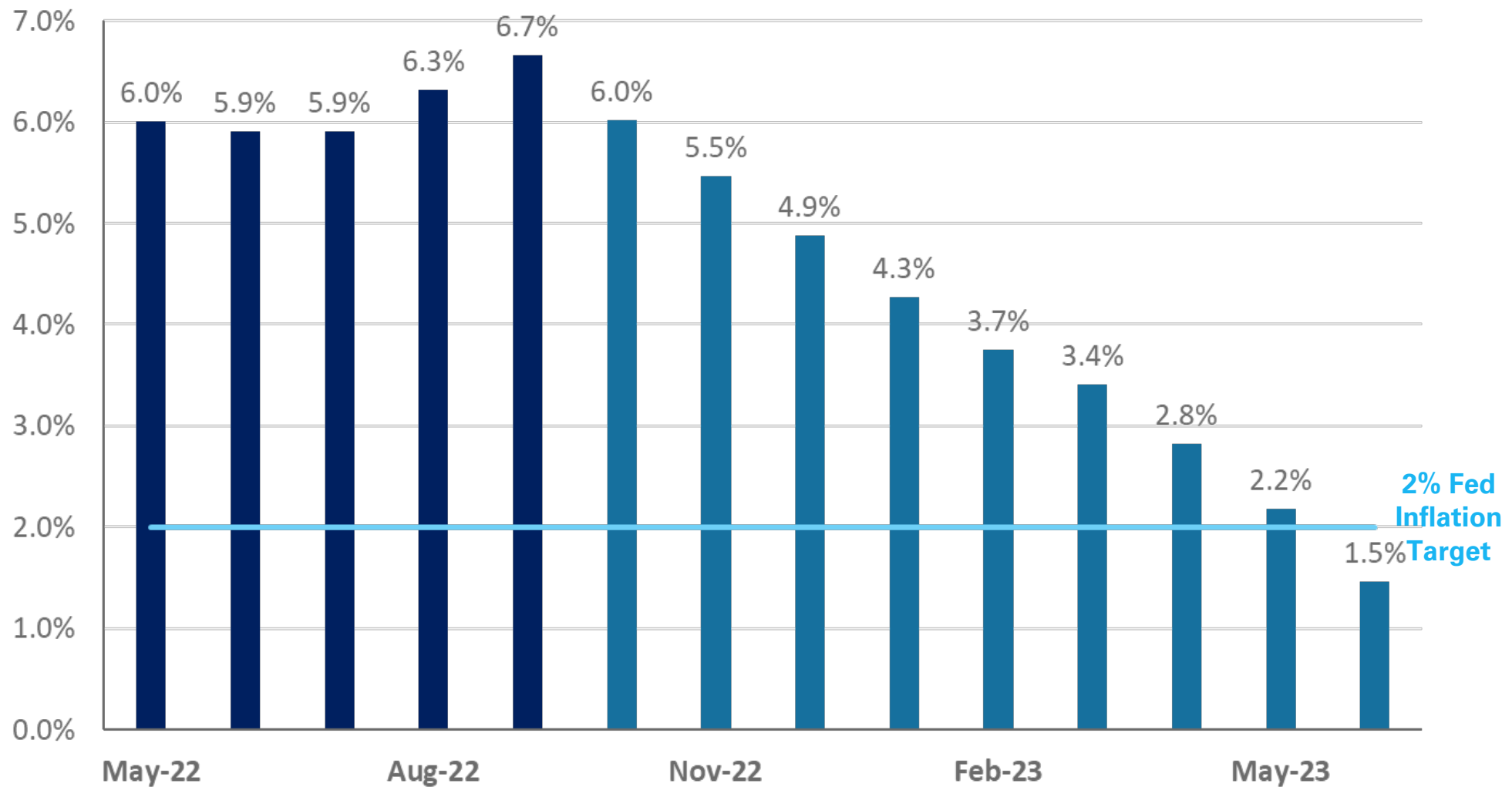
CORE INFLATION INCREASED DURING THE QUARTER

ANNUAL U.S. CPI-U CHANGES



HEADLINE INFLATION WILL REMAIN ELEVATED

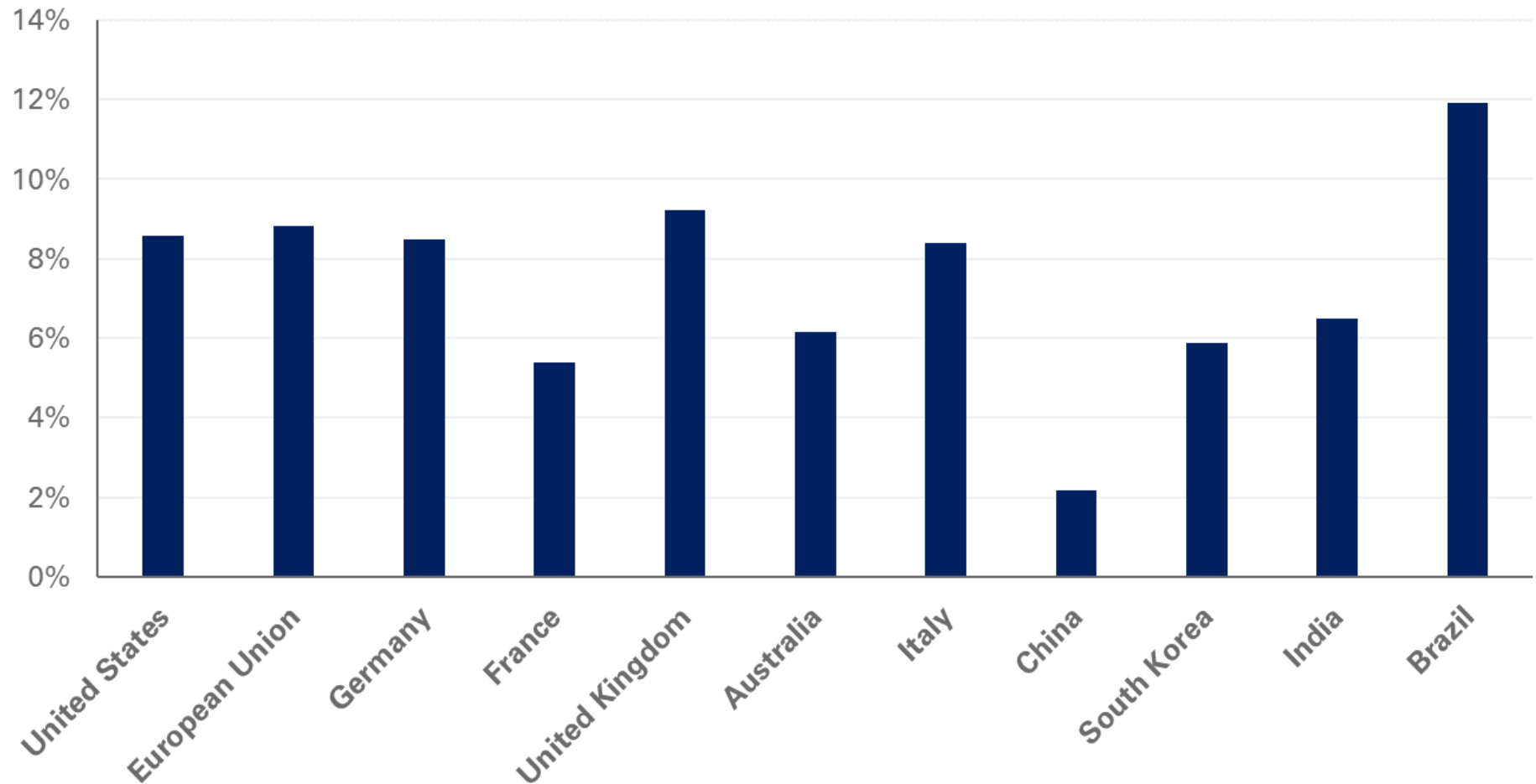
PROJECTED CHANGE IN U.S. CORE CPI WITH 0% MONTHLY CHANGE



Notes: Figures calculated pulling forward the September index value
Sources: U.S. Department of Labor, FactSet, NEPC

GLOBAL INFLATION REMAINED ELEVATED

ANNUAL CPI CHANGES



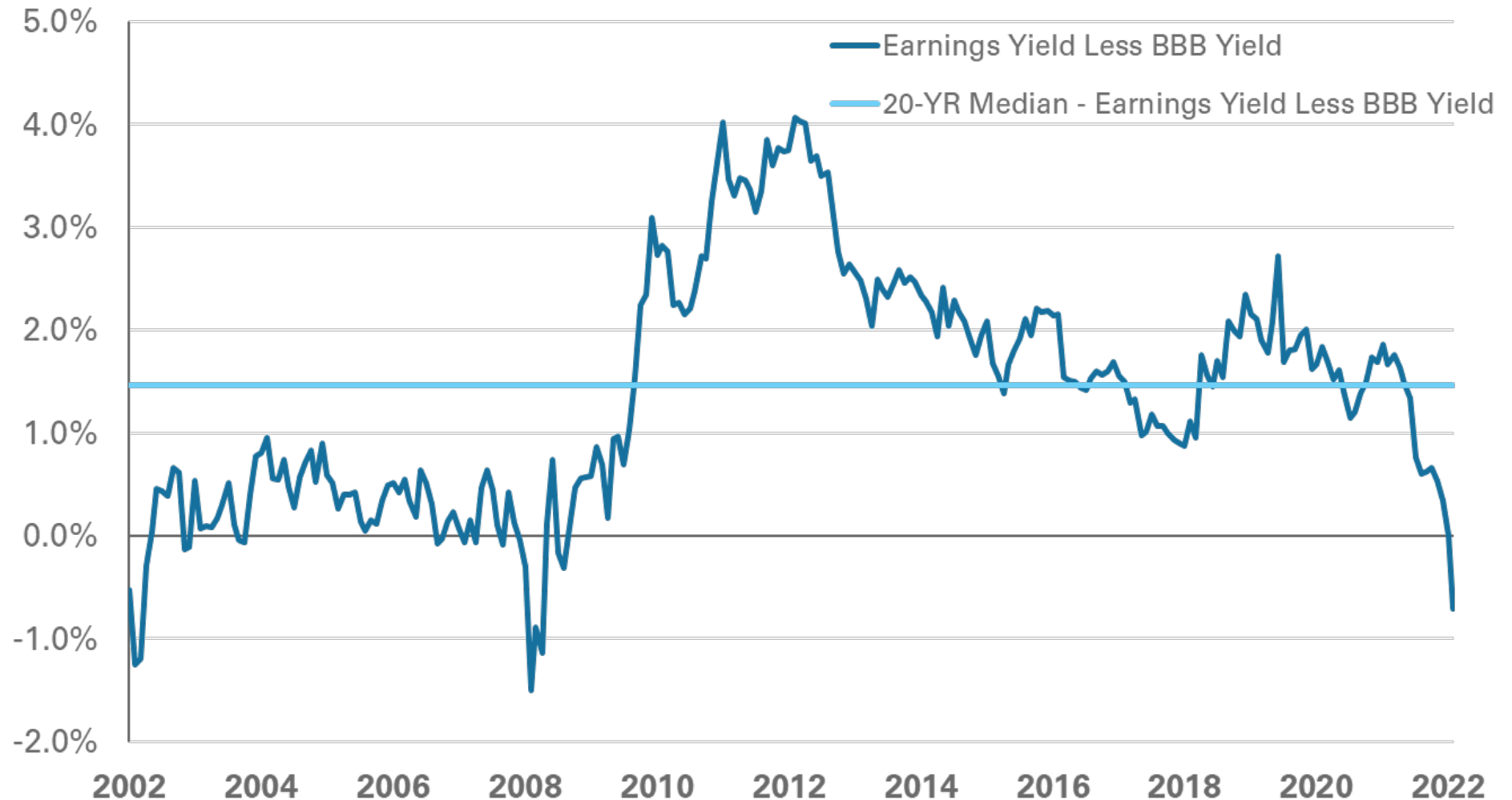
CURRENCY RETURNS MOVE OVER LONG CYCLES

ANNUALIZED ROLLING 10 YEAR CURRENCY RETURNS



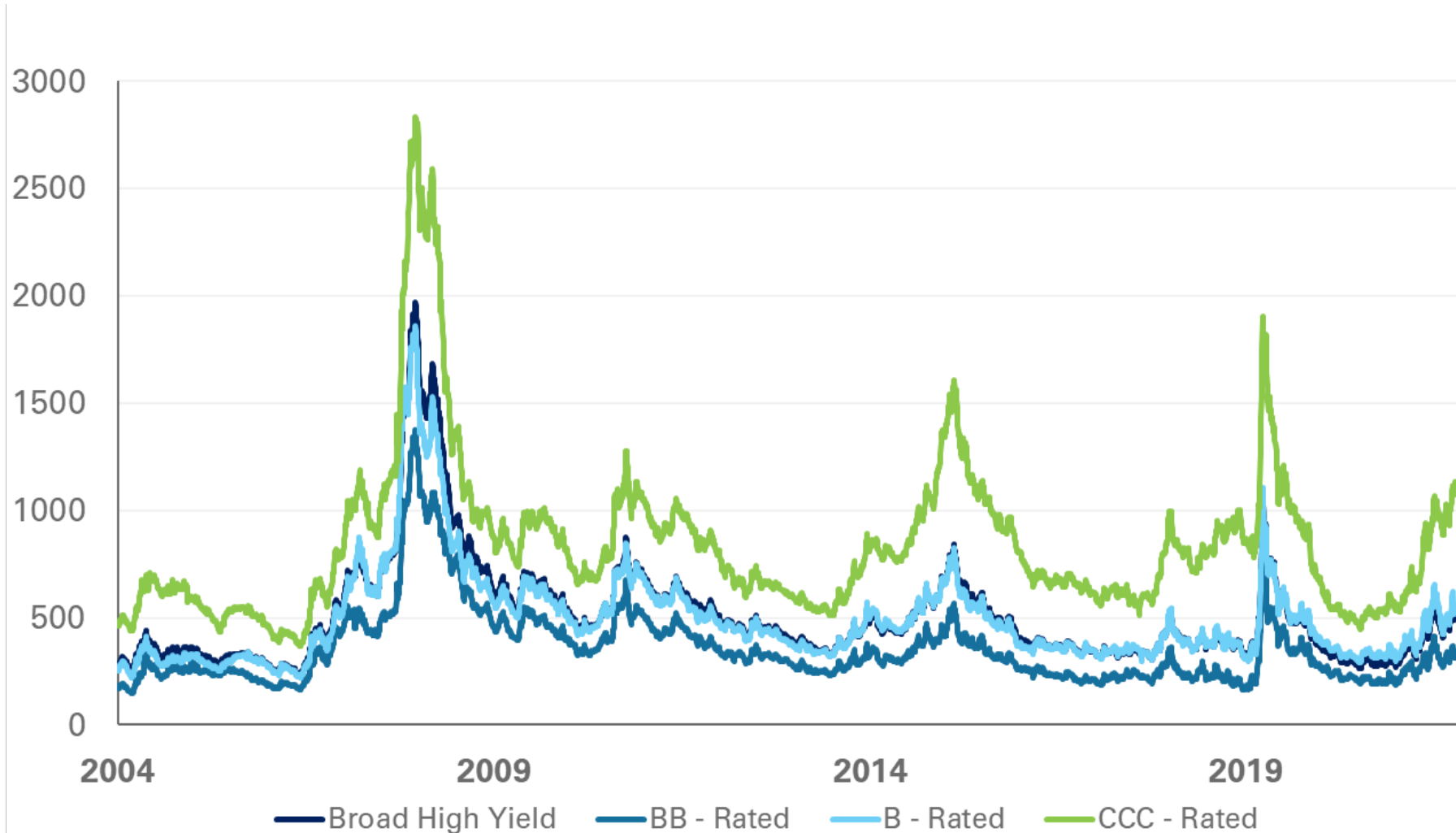
EQUITY REMAINS LESS ATTRACTIVE VS CREDIT

S&P 500 EARNINGS YIELD LESS BBB BOND YIELD



KEEP AN EYE ON SPREADS AS AN OPPORTUNITY

U.S. CORPORATE HIGH YIELD SPREADS



KEY THEMES FOR INVESTORS

Stagflation dynamics pose a challenge to portfolio diversification and represent a headwind for equity valuations and profit margins

The path of U.S. corporate earnings do not reflect material weakness for 2023 despite the tightening monetary policy environment

Europe's economy is exposed to an energy shock as its infrastructure undergoes an emergency transplant to pivot from Russian energy

China's zero-COVID policy has global supply chain implications and continues to dampen consumer spending and industrial activity

U.S. Dollar strength reveals risks in the global financial system and will continue to pressure weaker markets, companies and nations



TOTAL FUND PERFORMANCE

TOTAL FUND PERFORMANCE SUMMARY

	Market Value (\$)	3 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)	10 Yrs (%)
Total Fund	6,769,772,208	-4.64 (76)	-4.64 (76)	-16.27 (68)	-11.24 (59)	6.01 (28)	6.17 (24)	7.68 (16)	7.53 (17)
<i>Policy Index</i>		-4.27 (64)	-4.27 (64)	-18.14 (81)	-13.41 (70)	4.83 (50)	5.62 (33)	7.38 (29)	7.42 (22)
<i>60% MSCI ACWI (Net) / 40% FTSE WGBI</i>		-7.16	-7.16	-23.36	-21.22	-1.44	0.93	3.25	2.89
<i>InvMetrics Public DB > \$1 Billion Median</i>		-3.98	-3.98	-13.80	-10.10	4.71	5.16	6.79	6.85

- For the five-year period ending September 30, 2022, the Fund returned 6.17%, outperforming the Policy Index by 0.55% and ranking in the 24th percentile among its peers. The Fund's volatility, measured by standard deviation, ranked in the 75th percentile among its peers. The risk-adjusted return, or Sharpe Ratio, ranked in the 36th percentile, indicating that the Fund earned more return per unit of volatility than 64% of its peers.
- For the three-year period ending September 30, 2022, the Fund returned 6.01%, outperforming the Policy Index by 1.18% and ranking in the 28th percentile among its peers. Over this period, the Fund's volatility ranked in the 76th percentile, and the Fund's Sharpe Ratio ranked in the 32nd percentile.
- For the one-year period ending September 30, 2022, the Fund returned -11.24%, outperforming the Policy Index by 2.17% and ranking in the 59th percentile among its peers.
- For the one-year period, the Fund experienced a net investment loss of \$855 million, which includes a net investment loss of \$328 million within the third calendar quarter of 2022. Assets decreased from \$7.74 billion one year ago to \$6.77 billion.

3 Years Ending September 30, 2022				
	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	6.01 (28)	12.61 (76)	0.48 (32)	0.69 (32)
<i>Policy Index</i>	4.83 (49)	13.56 (89)	0.37 (62)	0.53 (59)
<i>60% MSCI ACWI (Net) / 40% FTSE WGBI</i>	-1.44	11.86	-0.11	-0.15

5 Years Ending September 30, 2022				
	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	6.17 (23)	11.04 (75)	0.49 (36)	0.71 (34)
<i>Policy Index</i>	5.62 (32)	11.80 (87)	0.42 (46)	0.61 (44)
<i>60% MSCI ACWI (Net) / 40% FTSE WGBI</i>	0.93	10.23	0.03	0.04

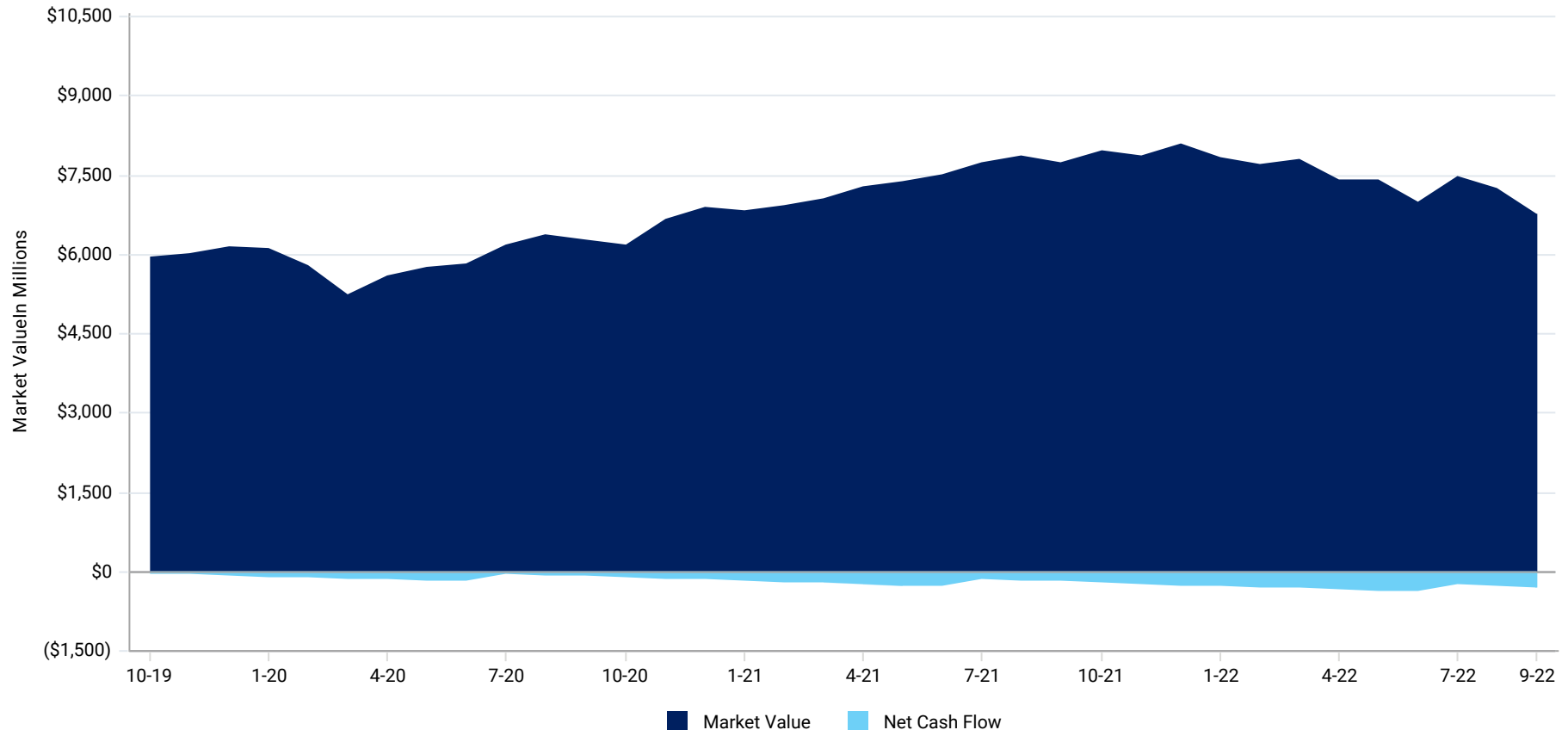
*Fiscal Year ends June 30.

*Performance returns are reported net of fees unless otherwise noted.

*As of 5/1/2022, the policy index was changed to 26% Russell 3000, 9% MSCI ACWI Index, 15% MSCI ACWI ex US, 10% Bloomberg Agg, 8% (50% CS Lev Loan/ 50% ICE BofA US HY BBB Rated Constrained Index), 18% Russell 3000+2%, 6% CPI+2%, 8% NCREIF ODCE Index.

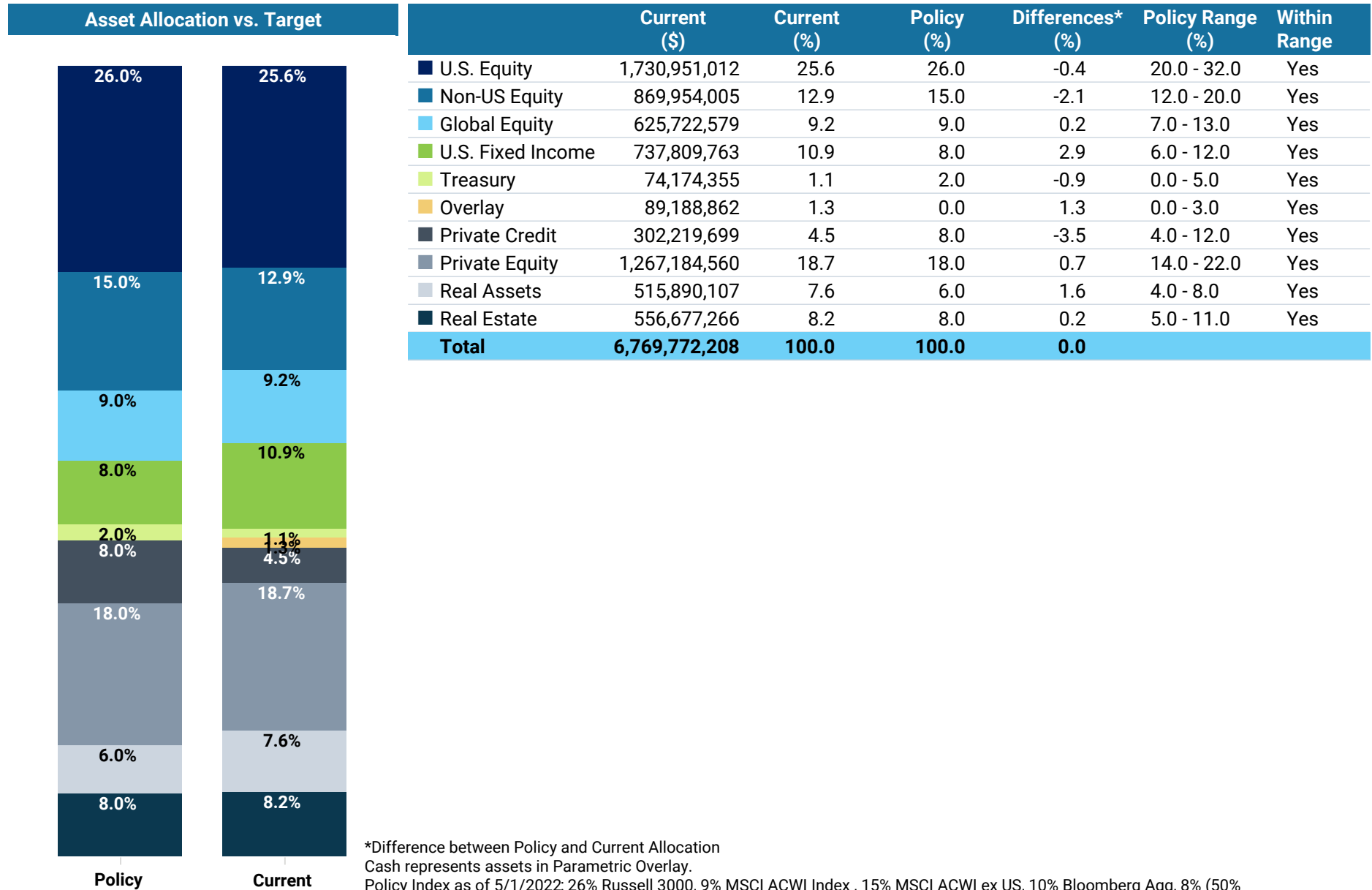
TOTAL FUND ASSET GROWTH SUMMARY

3 Years Ending September 30, 2022



	Last Three Months	Year To Date	1 Year	3 Years
Beginning Market Value	7,013,561,008	8,119,222,205	7,741,825,502	5,901,631,997
Net Cash Flow	84,889,469	-37,111,474	-86,306,249	-255,353,551
Net Investment Change	-328,678,268	-1,312,338,523	-855,988,020	1,153,252,786
Ending Market Value	6,769,772,208	6,769,772,208	6,769,772,208	6,769,772,208
Net Change	-243,788,800	-1,349,449,997	-972,053,294	868,140,211

ASSET ALLOCATION VS. POLICY TARGETS

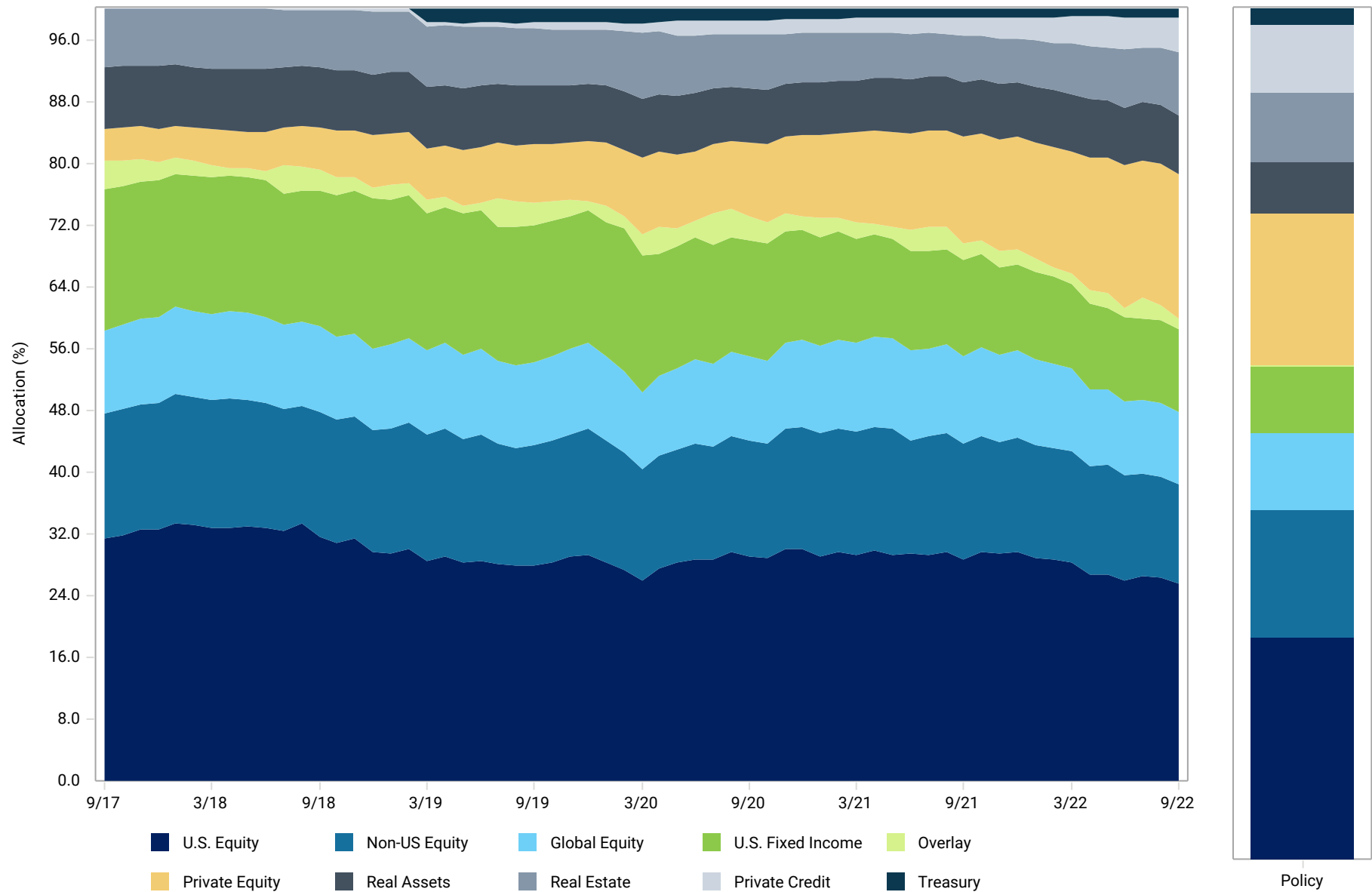


*Difference between Policy and Current Allocation

Cash represents assets in Parametric Overlay.

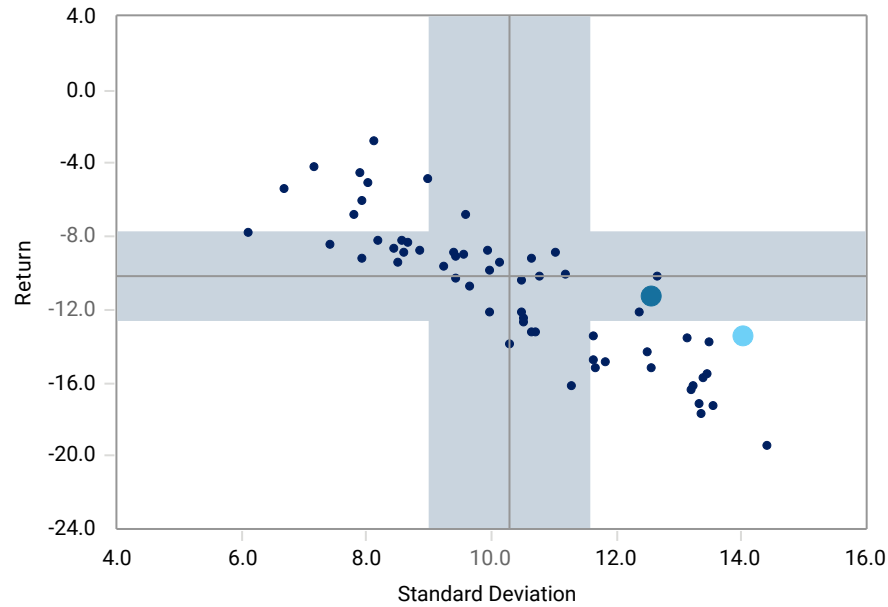
Policy Index as of 5/1/2022: 26% Russell 3000, 9% MSCI ACWI Index, 15% MSCI ACWI ex US, 10% Bloomberg Agg, 8% (50% CS Lev Loan/ 50% ICE BofA US HY BBB Rated Constrained Index), 18% Russell 3000+2%, 6% CPI+2%, 8% NCREIF ODCE Index

TOTAL FUND ALLOCATION HISTORY



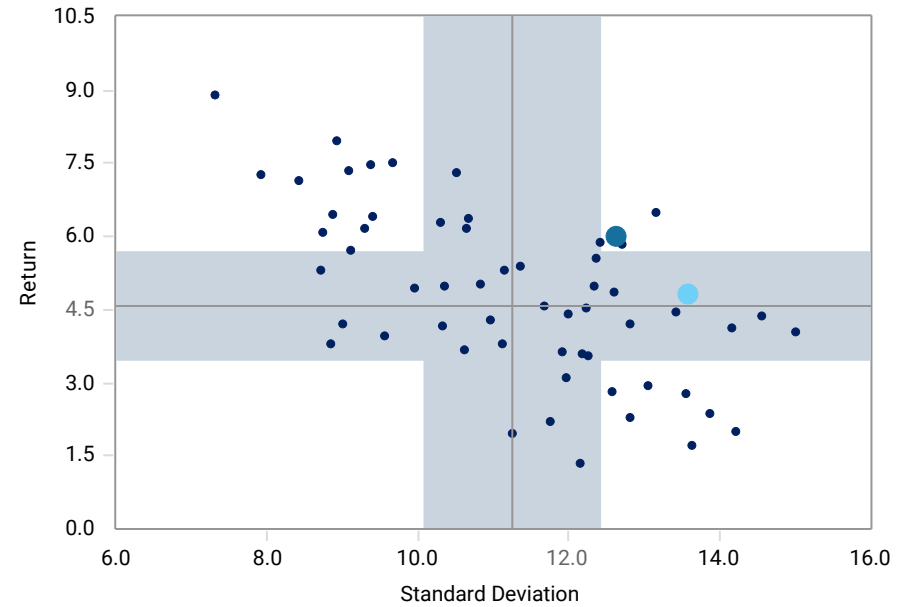
TOTAL FUND RISK/RETURN

1 Year Ending September 30, 2022



- InvMetrics Public DB > \$1 Billion
- Total Fund
- Policy Index

3 Years Ending September 30, 2022



- InvMetrics Public DB > \$1 Billion
- Total Fund
- Policy Index

1 Year Ending September 30, 2022

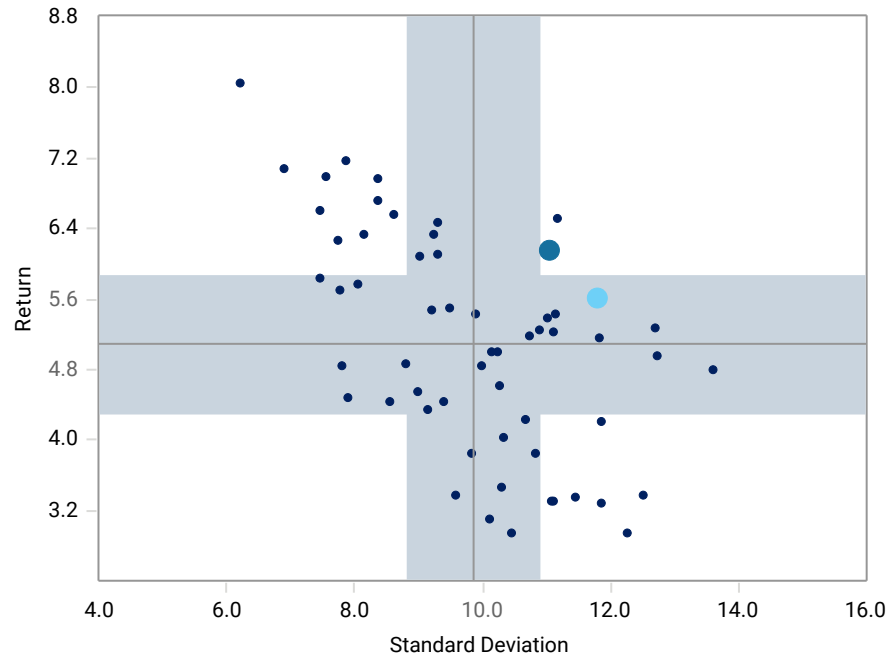
	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	-11.2 (58)	12.5 (80)	-0.9 (21)	-1.1 (18)
Policy Index	-13.4 (71)	14.0 (100)	-1.0 (28)	-1.1 (27)
Population	59	59	59	59

3 Years Ending September 30, 2022

	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	6.0 (28)	12.6 (76)	0.5 (32)	0.7 (32)
Policy Index	4.8 (49)	13.6 (89)	0.4 (62)	0.5 (59)
Population	57	57	57	57

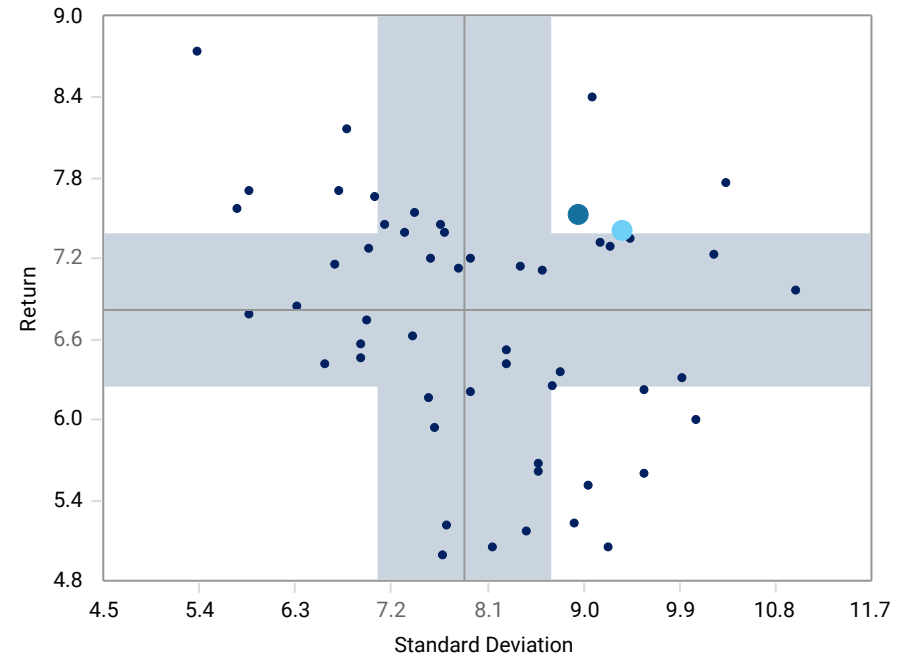
TOTAL FUND RISK/RETURN

5 Years Ending September 30, 2022



● InvMetrics Public DB > \$1 Billion ● Total Fund
● Policy Index

10 Years Ending September 30, 2022



● InvMetrics Public DB > \$1 Billion ● Total Fund
● Policy Index

5 Years Ending September 30, 2022

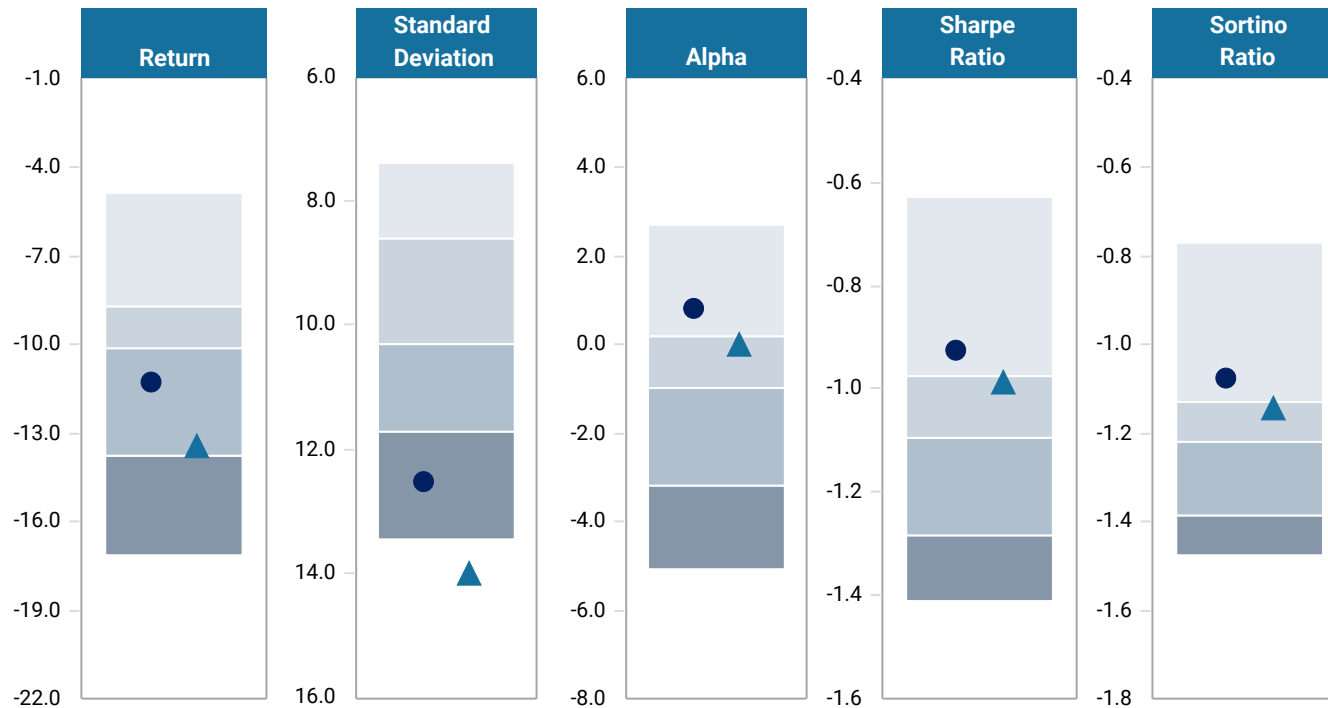
	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	6.2 (23)	11.0 (75)	0.5 (36)	0.7 (34)
Policy Index	5.6 (32)	11.8 (87)	0.4 (46)	0.6 (44)
Population	56	56	56	56

10 Years Ending September 30, 2022

	Return	Standard Deviation	Sharpe Ratio	Sortino Ratio
Total Fund	7.5 (17)	8.9 (75)	0.8 (48)	1.2 (47)
Policy Index	7.4 (21)	9.4 (85)	0.7 (54)	1.1 (50)
Population	52	52	52	52

TOTAL FUND RISK STATISTICS VS. PEER UNIVERSE - 1 Year

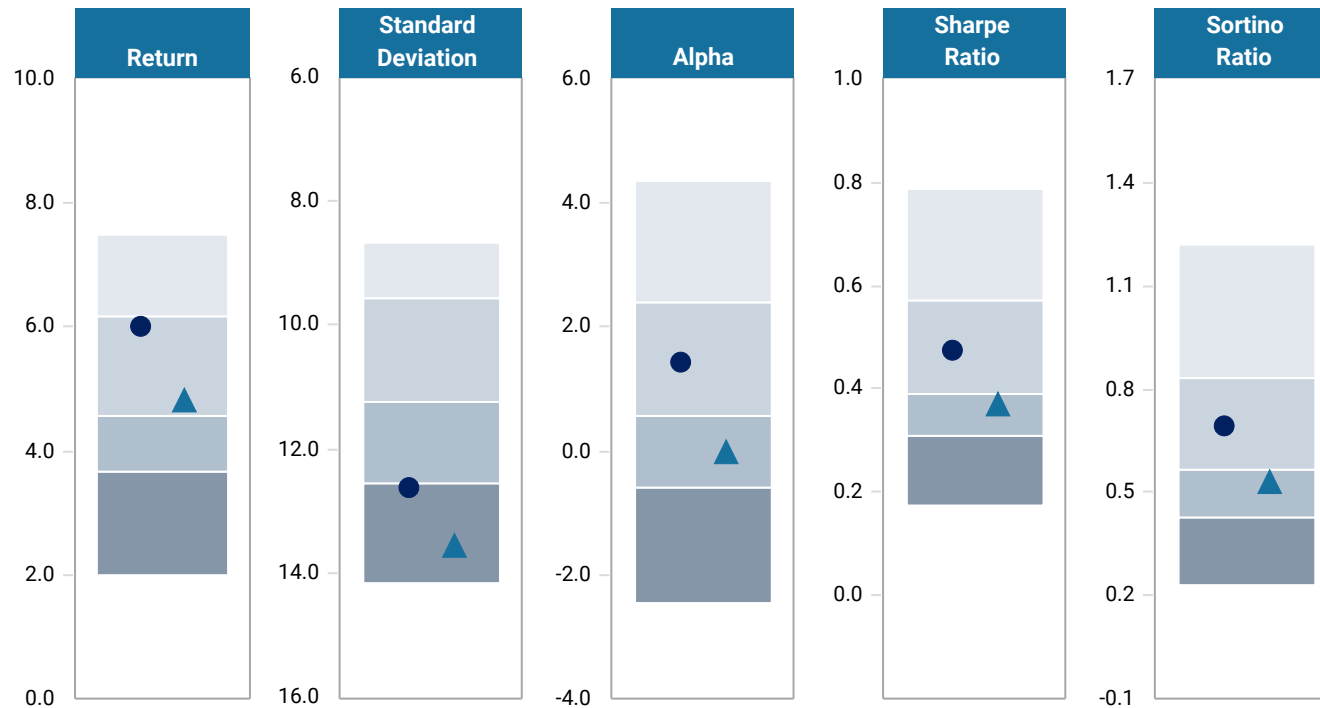
Total Fund vs. InvMetrics Public DB > \$1 Billion (1 Year)



	1 Yr (%)	1 Yr (%)	1 Yr (%)	1 Yr (%)	1 Yr (%)
● Total Fund	-11.2 (58)	12.5 (80)	0.8 (16)	-0.9 (21)	-1.1 (18)
▲ Policy Index	-13.4 (71)	14.0 (100)	0.0 (30)	-1.0 (28)	-1.1 (27)
5th Percentile	-4.8	7.4	2.7	-0.6	-0.8
1st Quartile	-8.7	8.6	0.2	-1.0	-1.1
Median	-10.1	10.3	-1.0	-1.1	-1.2
3rd Quartile	-13.8	11.7	-3.2	-1.3	-1.4
95th Percentile	-17.1	13.4	-5.1	-1.4	-1.5
Population	59	59	59	59	59

TOTAL FUND RISK STATISTICS VS. PEER UNIVERSE - 3 Years

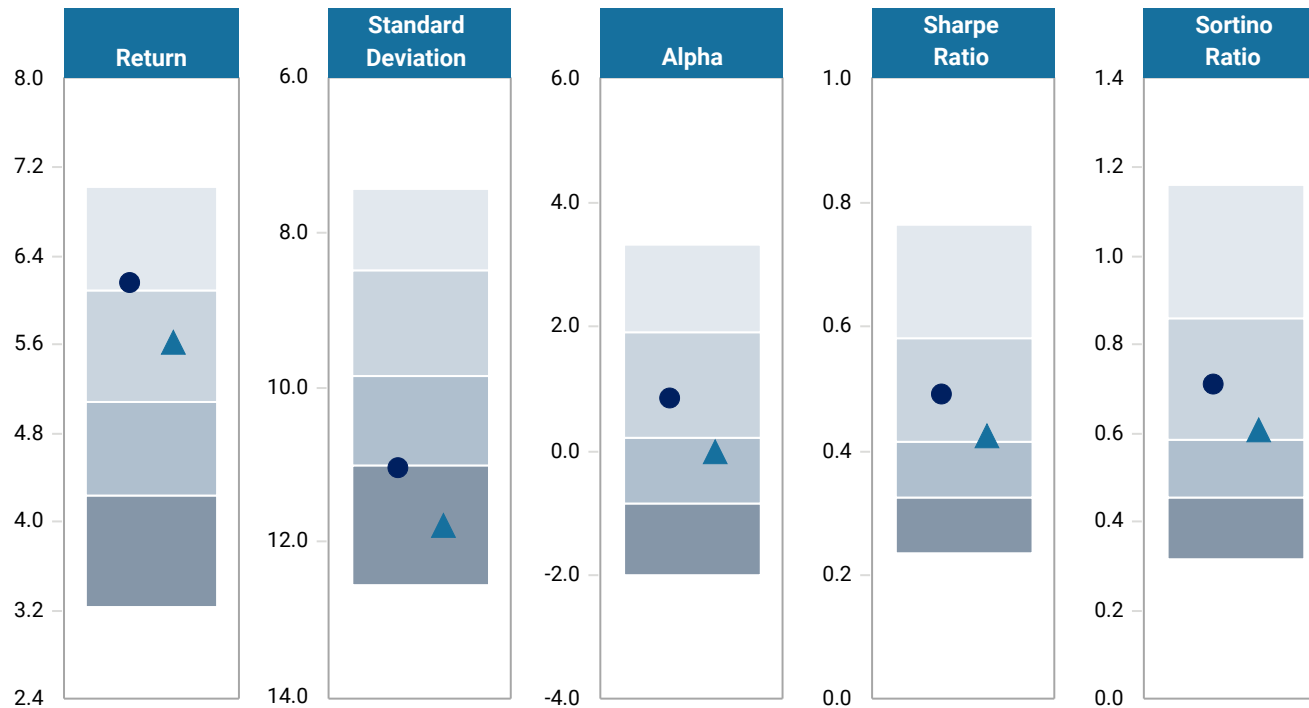
Total Fund vs. InvMetrics Public DB > \$1 Billion (3 Years)



	3 Yrs (%)	3 Yrs (%)	3 Yrs (%)	3 Yrs (%)	3 Yrs (%)
● Total Fund	6.0 (28)	12.6 (76)	1.4 (33)	0.5 (32)	0.7 (32)
▲ Policy Index	4.8 (49)	13.6 (89)	0.0 (64)	0.4 (62)	0.5 (59)
5th Percentile	7.5	8.7	4.3	0.8	1.2
1st Quartile	6.2	9.6	2.4	0.6	0.8
Median	4.6	11.3	0.6	0.4	0.6
3rd Quartile	3.7	12.6	-0.6	0.3	0.4
95th Percentile	2.0	14.2	-2.5	0.2	0.2
Population	57	57	57	57	57

TOTAL FUND RISK STATISTICS VS. PEER UNIVERSE - 5 Years

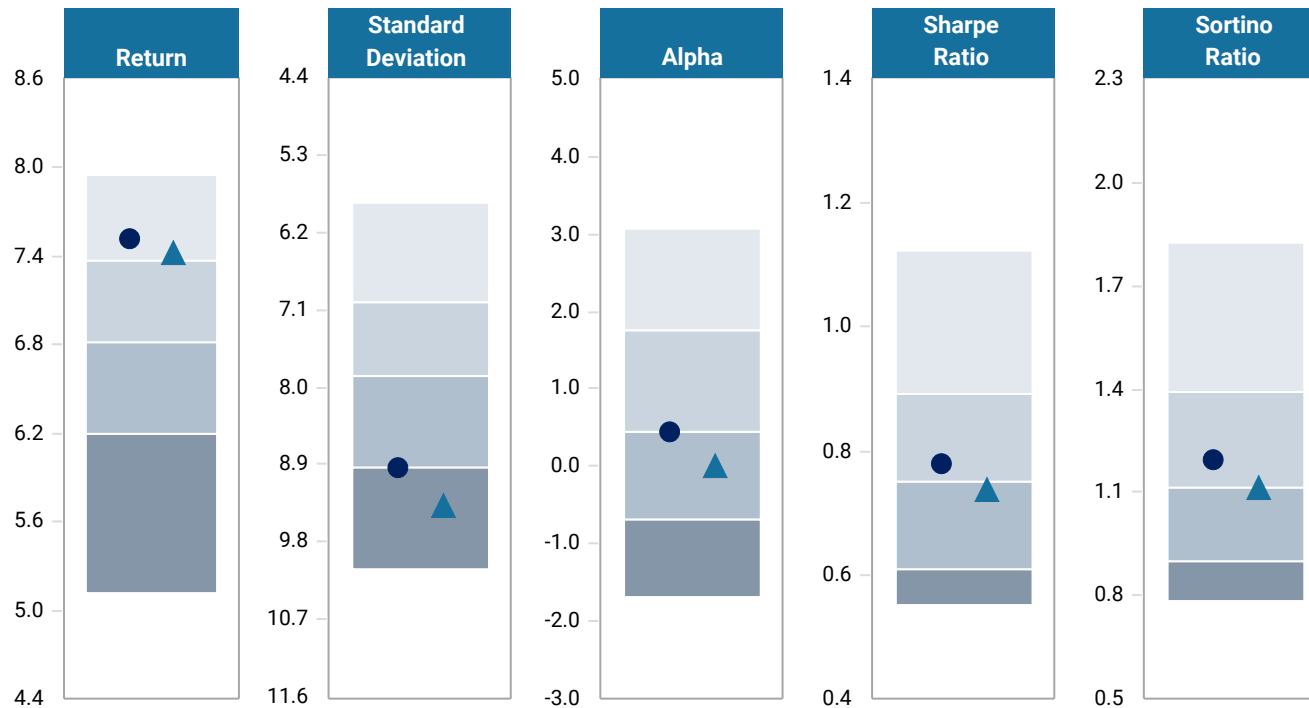
Total Fund vs. InvMetrics Public DB > \$1 Billion (5 Years)



	5 Yrs (%)	5 Yrs (%)	5 Yrs (%)	5 Yrs (%)	5 Yrs (%)
● Total Fund	6.2 (23)	11.0 (75)	0.9 (39)	0.5 (36)	0.7 (34)
▲ Policy Index	5.6 (32)	11.8 (87)	0.0 (64)	0.4 (46)	0.6 (44)
5th Percentile	7.0	7.4	3.3	0.8	1.2
1st Quartile	6.1	8.5	1.9	0.6	0.9
Median	5.1	9.9	0.2	0.4	0.6
3rd Quartile	4.2	11.0	-0.8	0.3	0.5
95th Percentile	3.2	12.5	-2.0	0.2	0.3
Population	56	56	56	56	56

TOTAL FUND RISK STATISTICS VS. PEER UNIVERSE - 10 Years

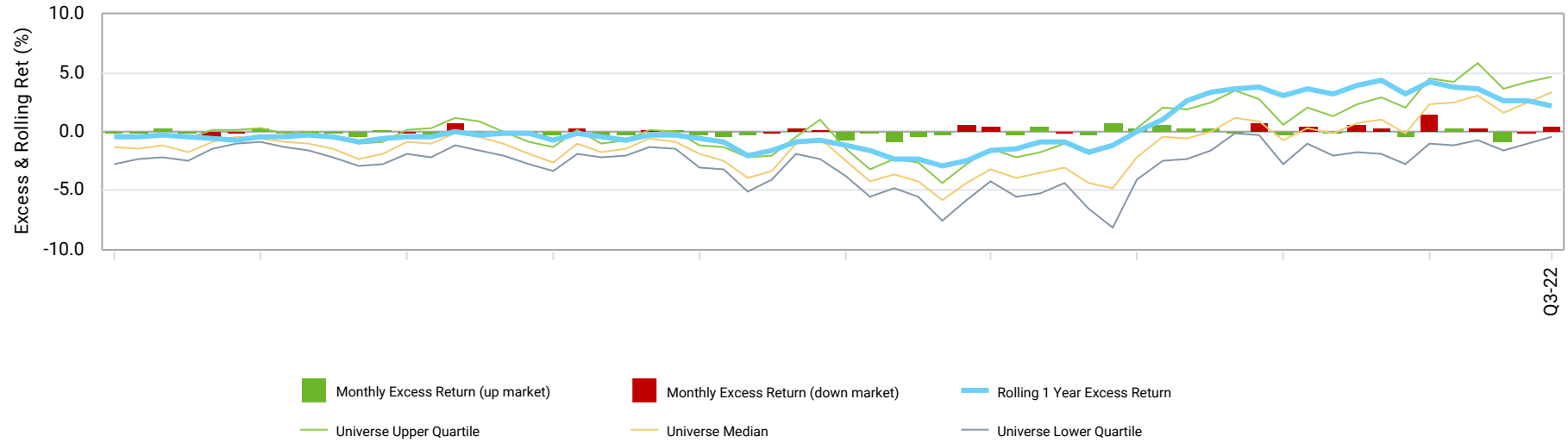
Total Fund vs. InvMetrics Public DB > \$1 Billion (10 Years)



	10 Yrs (%)	10 Yrs (%)	10 Yrs (%)	10 Yrs (%)	10 Yrs (%)
● Total Fund	7.5 (17)	8.9 (75)	0.5 (50)	0.8 (48)	1.2 (47)
▲ Policy Index	7.4 (21)	9.4 (85)	0.0 (63)	0.7 (54)	1.1 (50)
5th Percentile	7.9	5.9	3.1	1.1	1.8
1st Quartile	7.4	7.0	1.8	0.9	1.4
Median	6.8	7.9	0.4	0.8	1.1
3rd Quartile	6.2	8.9	-0.7	0.6	0.9
95th Percentile	5.1	10.1	-1.7	0.6	0.8
Population	52	52	52	52	52

ROLLING 5 YEAR EXCESS RETURNS- NET OF FEES

Quarter Excess Return with a Rolling 1 Year Excess Return vs. Policy Index over 5 Years Ending September 30, 2022
Comparison with the InvMetrics Public DB > \$1 Billion



Quarter Excess Return with a Rolling 3 Years Excess Return vs. Policy Index over 5 Years Ending September 30, 2022
Comparison with the InvMetrics Public DB > \$1 Billion



TOTAL FUND ATTRIBUTION ANALYSIS

Attribution Effects 1 Quarter Ending September 30, 2022



Attribution Summary 1 Quarter Ending September 30, 2022

	Wtd. Actual Return (%)	Wtd. Index Return (%)	Excess Return (%)	Selection Effect (%)	Allocation Effect (%)	Interaction Effects (%)	Total Effects (%)
Total US Equity	-4.6	-4.5	-0.1	0.0	0.0	0.0	0.0
Total Non-US Equity	-9.2	-9.9	0.7	0.1	0.1	0.0	0.2
Total Global Equity	-6.7	-6.8	0.1	0.0	0.0	0.0	0.0
Total Real Estate	5.0	0.3	4.7	0.3	-0.1	0.0	0.3
Total Real Assets	-3.9	0.7	-4.5	-0.4	0.1	-0.1	-0.3
Overlay	-12.1	0.5	-12.6	0.0	-0.2	0.0	-0.2
Total Private Equity	-4.4	-4.0	-0.4	-0.1	0.0	0.0	-0.1
Private Credit	-0.3	0.3	-0.5	0.0	-0.2	0.0	-0.2
Core Fixed Income	-3.8	-4.8	1.0	0.1	0.0	0.0	0.1
Total Fund	-4.6	-4.3	-0.4	0.0	-0.3	-0.1	-0.4

*Total Actual and Index returns are weighted average calculations.

TOTAL FUND ATTRIBUTION ANALYSIS

Attribution Effects 1 Year Ending September 30, 2022



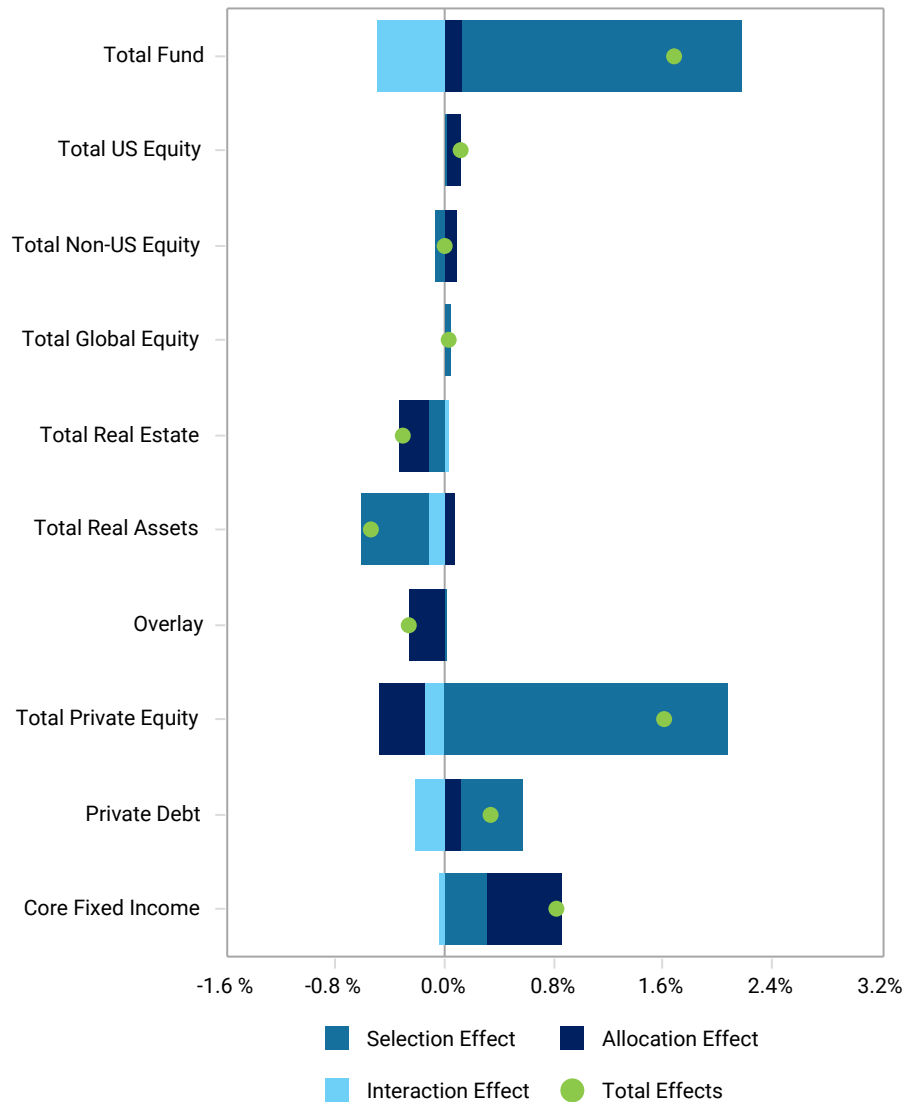
Attribution Summary 1 Year Ending September 30, 2022

	Wtd. Actual Return (%)	Wtd. Index Return (%)	Excess Return (%)	Selection Effect (%)	Allocation Effect (%)	Interaction Effects (%)	Total Effects (%)
Total US Equity	-17.7	-17.6	0.0	0.0	-0.1	0.0	-0.1
Total Non-US Equity	-25.7	-25.2	-0.6	-0.1	0.2	0.0	0.1
Total Global Equity	-20.4	-20.7	0.3	0.0	-0.1	0.0	0.0
Total Real Estate	20.6	21.0	-0.3	0.0	-0.5	0.0	-0.5
Total Real Assets	-11.6	10.4	-21.9	-1.5	0.3	-0.3	-1.2
Overlay	-20.5	0.6	-21.1	0.0	-0.2	0.0	-0.2
Total Private Equity	10.6	-16.0	26.6	3.8	0.0	-0.1	3.8
Private Credit	5.2	-8.2	13.4	0.4	-0.1	-0.1	0.3
Core Fixed Income	-13.7	-14.6	0.9	0.1	0.2	0.0	0.3
Total Fund	-11.2	-13.8	2.5	2.8	-0.2	-0.5	2.5

*Total Actual and Index returns are weighted average calculations.

TOTAL FUND ATTRIBUTION ANALYSIS

Attribution Effects
3 Years Ending September 30, 2022



Attribution Summary
3 Years Ending September 30, 2022

	Wtd. Actual Return (%)	Wtd. Index Return (%)	Excess Return (%)	Selection Effect (%)	Allocation Effect (%)	Interaction Effects (%)	Total Effects (%)
Total US Equity	7.7	7.7	0.0	0.0	0.1	0.0	0.1
Total Non-US Equity	-2.0	-1.5	-0.5	-0.1	0.1	0.0	0.0
Total Global Equity	4.1	3.7	0.4	0.0	0.0	0.0	0.0
Total Real Estate	9.9	11.4	-1.5	-0.1	-0.2	0.0	-0.3
Total Real Assets	0.2	7.0	-6.8	-0.6	0.1	-0.1	-0.5
Overlay	-7.7	0.6	-8.3	0.0	-0.3	0.0	-0.3
Total Private Equity	24.1	10.5	13.6	1.9	-0.3	-0.1	1.6
Private Credit	9.1	1.6	7.6	0.2	0.1	-0.2	0.3
Core Fixed Income	-1.5	-3.3	1.8	0.3	0.6	-0.1	0.8
Total Fund	6.0	4.3	1.7	1.7	0.1	-0.5	1.7

*Total Actual and Index returns are weighted average calculations.

ASSET CLASS RISK STATISTICS

	1 Year Ending September 30, 2022					
	1 Year Return	1 Year Standard Deviation	1 Year Jensen Alpha	1 Year Tracking Error	1 Year Information Ratio	1 Year Beta
Total Equity	-20.47 (41)	18.91 (40)	1.05 (37)	0.86 (1)	0.40 (34)	1.03 (47)
MSCI AC World Index (Net)	-20.66 (42)	18.30 (32)	0.00	0.00	-	1.00
Total US Equity	-17.68 (53)	20.86 (55)	0.09 (47)	0.42 (1)	-0.07	1.01 (30)
Russell 3000	-17.63 (52)	20.72 (51)	0.00	0.00	-	1.00
Total Non-US Equity	-25.73 (38)	16.28 (23)	1.01 (39)	2.10 (1)	-0.28	1.06 (59)
MSCI ACWI ex USA	-25.17 (32)	15.29 (10)	0.00	0.00	-	1.00
Total Global Equity	-20.38 (41)	18.32 (33)	0.37 (41)	0.24 (1)	1.45 (10)	1.00 (56)
MSCI AC World Index (Net)	-20.66 (42)	18.30 (32)	0.00	0.00	-	1.00
Fixed Income	-9.56 (39)	5.27 (40)	1.02 (24)	1.38 (4)	2.31 (3)	0.84 (54)
Total Fixed Income Policy Index	-12.48 (55)	6.19 (51)	0.00	0.00	-	1.00
US Fixed Income	-13.40 (61)	6.84 (64)	1.47 (27)	1.57 (16)	0.88 (54)	1.01 (34)
Blmbg. U.S. Aggregate Index	-14.60 (72)	6.61 (59)	0.00	0.00	-	1.00
Total Real Assets	-11.56	15.29	-3.84	15.68	-1.34	-1.81
Real Assets Index	10.37	1.61	0.00	0.00	-	1.00
Total Real Estate	20.62	7.59	6.29	5.19	-0.09	0.66
NCREIF ODCE Net	20.96	9.91	0.00	0.00	-	1.00
Total Private Equity	10.63	7.57	13.45	18.33	1.39	0.18
Private Equity Benchmark	-15.98	20.75	0.00	0.00	-	1.00

Sortino Ratio RF = Sortino Ratio Risk Free. The risk free rate is the Citi 91 Day T-Bill Index.

Peer universe: InvMetrics Public DB \$5-50B Gross (USD)

ASSET CLASS RISK STATISTICS

	3 Years Ending September 30, 2022					
	3 Years Return	3 Years Standard Deviation	3 Years Jensen Alpha	3 Years Tracking Error	3 Years Information Ratio	3 Years Beta
Total Equity	4.20 (40)	19.70 (41)	0.41 (44)	0.85 (1)	0.65 (12)	1.03 (43)
MSCI AC World Index (Net)	3.75 (45)	19.13 (29)	0.00	0.00	-	1.00
Total US Equity	7.68 (31)	20.93 (34)	-0.08 (38)	0.56 (1)	0.07 (29)	1.01 (50)
Russell 3000	7.70 (31)	20.66 (32)	0.00	0.00	-	1.00
Total Non-US Equity	-1.98 (71)	18.69 (21)	-0.37 (72)	1.87 (1)	-0.20	1.02 (58)
MSCI ACWI ex USA	-1.52 (65)	18.22 (6)	0.00	0.00	-	1.00
Total Global Equity	4.10 (41)	19.12 (29)	0.34 (45)	0.18 (1)	1.90 (1)	1.00 (57)
MSCI AC World Index (Net)	3.75 (45)	19.13 (29)	0.00	0.00	-	1.00
Fixed Income	0.59 (17)	4.76 (35)	2.71 (18)	1.96 (12)	1.51 (1)	0.89 (51)
Total Fixed Income Policy Index	-2.35 (69)	4.93 (36)	0.00	0.00	-	1.00
US Fixed Income	-1.20 (48)	6.02 (55)	2.31 (26)	2.61 (23)	0.82 (11)	1.03 (34)
Blmbg. U.S. Aggregate Index	-3.26 (84)	5.29 (41)	0.00	0.00	-	1.00
Total Real Assets	0.24	15.32	0.09	15.55	-0.35	-1.01
Real Assets Index	7.05	1.52	0.00	0.00	-	1.00
Total Real Estate	9.89	6.45	0.89	3.29	-0.43	0.78
NCREIF ODCE Net	11.38	7.40	0.00	0.00	-	1.00
Total Private Equity	24.12	10.47	23.08	22.06	0.46	0.06
Private Equity Benchmark	10.48	20.75	0.00	0.00	-	1.00

Sortino Ratio RF = Sortino Ratio Risk Free. The risk free rate is the Citi 91 Day T-Bill Index.
Peer universe: InvMetrics Public DB \$5-50B Gross (USD)

ASSET CLASS RISK STATISTICS

	5 Years Ending September 30, 2022					
	Return	Standard Deviation	Jensen Alpha	Tracking Error	Information Ratio	Beta
Total Equity	5.25 (36)	17.42 (39)	0.74 (40)	0.86 (1)	0.99 (2)	1.02 (41)
MSCI AC World Index (Net)	4.44 (46)	17.01 (29)	0.00	0.00	-	1.00
Total US Equity	8.80 (26)	18.62 (32)	0.13 (31)	0.50 (1)	0.41 (7)	1.01 (54)
Russell 3000	8.62 (28)	18.46 (30)	0.00	0.00	-	1.00
Total Non-US Equity	-0.93 (62)	16.42 (12)	-0.09 (67)	1.57 (1)	-0.06	1.01 (65)
MSCI ACWI ex USA	-0.81 (61)	16.26 (8)	0.00	0.00	-	1.00
Total Global Equity	4.82 (41)	17.00 (29)	0.37 (46)	0.15 (1)	2.44 (1)	1.00 (51)
MSCI AC World Index (Net)	4.44 (46)	17.01 (29)	0.00	0.00	-	1.00
Fixed Income	2.00 (13)	4.14 (36)	1.60 (14)	1.65 (11)	1.02 (1)	0.86 (48)
Total Fixed Income Policy Index	0.29 (65)	4.47 (40)	0.00	0.00	-	1.00
US Fixed Income	0.86 (39)	5.03 (53)	1.11 (34)	2.13 (21)	0.54 (8)	0.96 (32)
Blmbg. U.S. Aggregate Index	-0.27 (86)	4.73 (45)	0.00	0.00	-	1.00
Total Real Assets	1.58	13.06	-0.34	13.19	-0.30	-0.52
Real Assets Index	6.55	1.32	0.00	0.00	-	1.00
Total Real Estate	7.66	5.40	0.10	2.81	-0.54	0.79
NCREIF ODCE Net	9.26	6.01	0.00	0.00	-	1.00
Total Private Equity	20.84	8.79	19.37	19.91	0.34	0.04
Private Equity Benchmark	11.60	18.53	0.00	0.00	-	1.00

Sortino Ratio RF = Sortino Ratio Risk Free. The risk free rate is the Citi 91 Day T-Bill Index.

Peer universe: InvMetrics Public DB \$5-50B Gross (USD)

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date	
Total Fund	6,769,772,208	100.0	100.0	-4.6 (77)	-4.6 (77)	-11.2 (58)	6.0 (28)	6.2 (23)	7.5 (17)	7.8 (17)	Apr-94	
Policy Index				-4.3 (64)	-4.3 (64)	-13.4 (71)	4.8 (49)	5.6 (32)	7.4 (21)	7.7 (18)		
Over/Under				-0.3	-0.3	2.2	1.2	0.6	0.1	0.1		
60% S&P 500 / 40% Bloomberg Aggregate				-4.8 (82)	-4.8 (82)	-14.8 (82)	3.9 (71)	5.7 (31)	7.5 (17)	7.9 (8)		
Over/Under				0.2	0.2	3.6	2.1	0.5	0.0	-0.1		
InvMetrics Public DB > \$1 Billion Median				-3.9	-3.9	-10.1	4.6	5.1	6.8	7.3		
Total Fund ex Parametric	6,727,038,579	99.4	100.0	-4.4	-4.4	-11.1	6.2	6.3		6.7	Nov-13	
Total Fund ex Private Equity	5,530,770,556	81.7	82.0	-4.7 (80)	-4.7 (80)	-14.9 (82)	3.4 (82)	4.4 (73)	6.3 (68)	7.0 (64)	Jan-12	
Policy Index				-4.3 (64)	-4.3 (64)	-13.4 (71)	4.8 (49)	5.6 (32)	7.4 (21)	7.9 (20)		
Over/Under				-0.4	-0.4	-1.5	-1.4	-1.2	-1.1	-0.9		
InvMetrics Public DB > \$1 Billion Median				-3.9	-3.9	-10.1	4.6	5.1	6.8	7.3		
Total US Equity	1,730,951,012	25.6	26.0	-4.6 (51)	-4.6 (51)	-17.7 (53)	7.7 (31)	8.8 (26)	11.6 (22)	9.2 (68)	Jan-94	
Russell 3000				-4.5 (49)	-4.5 (49)	-17.6 (52)	7.7 (31)	8.6 (28)	11.1 (31)	9.3 (61)		
Over/Under				-0.1	-0.1	-0.1	0.0	0.2	0.5	-0.1		
eV All US Equity Median				-4.5	-4.5	-17.3	6.1	6.7	10.0	9.5		
Western U.S. Index Plus	214,248,789	3.2		-5.0 (49)	-5.0 (49)	-18.8 (69)	6.7 (47)	8.5 (38)	11.7 (25)	6.4 (73)	Jun-07	
S&P 500 Index				-4.9 (44)	-4.9 (44)	-15.5 (52)	8.2 (26)	9.2 (28)	11.7 (25)	7.9 (40)		
Over/Under				-0.1	-0.1	-3.3	-1.5	-0.7	0.0	-1.5		
eV US Large Cap Equity Median				-5.1	-5.1	-15.1	6.5	7.6	10.4	7.3		
Blackrock Russell 1000 Index	1,440,510,635	21.3		-4.6 (37)	-4.6 (37)	-17.3 (62)	8.0 (29)	9.0 (32)		9.6 (33)	May-17	
Russell 1000 Index				-4.6 (37)	-4.6 (37)	-17.2 (62)	7.9 (29)	9.0 (32)		9.5 (34)		
Over/Under				0.0	0.0	-0.1	0.1	0.0		0.1		
eV US Large Cap Equity Median				-5.1	-5.1	-15.1	6.5	7.6		8.3		
Blackrock Russell 2500 Index	76,191,588	1.1		-2.8 (40)	-2.8 (40)	-21.0 (54)	5.4 (53)	5.5 (54)		6.2 (53)	May-17	
Russell 2500 Index				-2.8 (41)	-2.8 (41)	-21.1 (54)	5.4 (53)	5.5 (55)		6.2 (54)		
Over/Under				0.0	0.0	0.1	0.0	0.0		0.0		
eV US Small-Mid Cap Equity Median				-3.7	-3.7	-20.4	5.5	5.7		6.4		

*As of 5/1/2022, the policy index was changed to 26% Russell 3000, 9% MSCI ACWI Index, 15% MSCI ACWI ex US, 10% Bloomberg Agg, 8% (50% CS Lev Loan/ 50% ICE BofA US HY BBB Rated Constrained Index), 18% Russell 3000+2%, 6% CPI+2%, 8% NCREIF ODCE Index.

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)			
Total Non-US Equity	869,954,005	12.9	15.0	-9.2 (42)	-9.2 (42)	-25.7 (39)	-2.0 (71)	-0.9 (63)	3.2 (80)	5.3 (51)	Mar-94		
MSCI ACWI ex USA				-9.9 (59)	-9.9 (59)	-25.2 (32)	-1.5 (65)	-0.8 (63)	3.0 (86)	4.3 (100)			
Over/Under				0.7	0.7	-0.5	-0.5	-0.1	0.2	1.0			
MSCI EAFE (Net)				-9.4 (47)	-9.4 (47)	-25.1 (32)	-1.8 (69)	-0.8 (63)	3.7 (72)	4.0 (100)			
Over/Under				0.2	0.2	-0.6	-0.2	-0.1	-0.5	1.3			
MSCI EAFE (Net) in LC				-3.6 (1)	-3.6 (1)	-11.1 (1)	2.5 (13)	2.8 (9)	7.4 (7)	4.6 (86)			
Over/Under				-5.6	-5.6	-14.6	-4.5	-3.7	-4.2	0.7			
MSCI ACWI ex USA NR LCL				-4.9 (1)	-4.9 (1)	-13.9 (1)	2.2 (15)	2.5 (10)	6.6 (11)				
Over/Under				-4.3	-4.3	-11.8	-4.2	-3.4	-3.4				
eV ACWI ex-US All Cap Equity Median				-9.6	-9.6	-26.9	-0.6	-0.2	4.3	5.3			
BlackRock ACWI ex-U.S. Index	453,430,551	6.7		-9.7 (55)	-9.7 (55)	-25.5 (35)	-1.1 (60)	-0.6 (58)	3.4 (78)	1.8 (64)	Apr-07		
MSCI AC World ex USA IMI (Net)				-9.7 (55)	-9.7 (55)	-25.7 (39)	-1.3 (61)	-0.8 (62)	3.2 (83)	1.5 (75)			
Over/Under				0.0	0.0	0.2	0.2	0.2	0.2	0.3			
MSCI ACWI ex USA NR LCL				-4.9 (1)	-4.9 (1)	-13.9 (1)	2.2 (15)	2.5 (10)	6.6 (11)	3.1 (33)			
Over/Under				-4.8	-4.8	-11.6	-3.3	-3.1	-3.2	-1.3			
eV ACWI ex-US All Cap Equity Median				-9.6	-9.6	-26.9	-0.6	-0.2	4.3	2.2			
Sprucegrove	205,226,133	3.0		-8.6 (26)	-8.6 (26)	-22.4 (14)	-2.5 (76)	-2.0 (81)	2.9 (86)	5.4 (51)	Apr-02		
MSCI AC World ex USA (Net)				-9.9 (59)	-9.9 (59)	-25.2 (32)	-1.5 (65)	-0.8 (63)	3.0 (86)	5.0 (76)			
Over/Under				1.3	1.3	2.8	-1.0	-1.2	-0.1	0.4			
MSCI EAFE (Net)				-9.4 (47)	-9.4 (47)	-25.1 (32)	-1.8 (69)	-0.8 (63)	3.7 (72)	4.5 (78)			
Over/Under				0.8	0.8	2.7	-0.7	-1.2	-0.8	0.9			
MSCI EAFE (Net) in LC				-3.6 (1)	-3.6 (1)	-11.1 (1)	2.5 (13)	2.8 (9)	7.4 (7)	4.2 (80)			
Over/Under				-5.0	-5.0	-11.3	-5.0	-4.8	-4.5	1.2			
MSCI ACWI ex USA NR LCL				-4.9 (1)	-4.9 (1)	-13.9 (1)	2.2 (15)	2.5 (10)	6.6 (11)				
Over/Under				-3.7	-3.7	-8.5	-4.7	-4.5	-3.7				
eV ACWI ex-US All Cap Equity Median				-9.6	-9.6	-26.9	-0.6	-0.2	4.3	5.4			
Walter Scott	211,297,320	3.1		-8.9 (32)	-8.9 (32)	-29.1 (62)	-0.4 (46)	2.5 (10)	4.9 (34)	4.5 (26)	Jan-11		
MSCI AC World ex USA (Net)				-9.9 (59)	-9.9 (59)	-25.2 (32)	-1.5 (65)	-0.8 (63)	3.0 (86)	2.1 (84)			
Over/Under				1.0	1.0	-3.9	1.1	3.3	1.9	2.4			
MSCI EAFE (Net)				-9.4 (47)	-9.4 (47)	-25.1 (32)	-1.8 (69)	-0.8 (63)	3.7 (72)	2.8 (67)			
Over/Under				0.5	0.5	-4.0	1.4	3.3	1.2	1.7			
MSCI ACWI ex USA NR LCL				-4.9 (1)	-4.9 (1)	-13.9 (1)	2.2 (15)	2.5 (10)	6.6 (11)	5.2 (13)			
Over/Under				-4.0	-4.0	-15.2	-2.6	0.0	-1.7	-0.7			
eV ACWI ex-US All Cap Equity Median				-9.6	-9.6	-26.9	-0.6	-0.2	4.3	3.6			

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)									
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date		
Total Global Equity	625,722,579	9.2	9.0	-6.7 (46)	-6.7 (46)	-20.4 (41)	4.1 (41)	4.8 (42)	7.1 (53)	5.7 (66)	May-05		
MSCI AC World Index (Net)				-6.8 (48)	-6.8 (48)	-20.7 (43)	3.7 (46)	4.4 (47)	7.3 (50)	6.2 (56)			
Over/Under				0.1	0.1	0.3	0.4	0.4	-0.2	-0.5			
eV All Global Equity Median				-6.9	-6.9	-22.0	3.4	4.2	7.3	6.5			
BlackRock MSCI ACWI Equity Index	625,722,579	9.2		-6.7 (46)	-6.7 (46)	-20.4 (41)	4.1 (41)	4.8 (42)	7.7 (45)	8.1 (44)	Aug-12		
MSCI AC World Index (Net)				-6.8 (48)	-6.8 (48)	-20.7 (43)	3.7 (46)	4.4 (47)	7.3 (50)	7.7 (51)			
Over/Under				0.1	0.1	0.3	0.4	0.4	0.4	0.4			
eV All Global Equity Median				-6.9	-6.9	-22.0	3.4	4.2	7.3	7.7			
Total Private Equity	1,239,001,652	18.3	18.0	-4.4	-4.4	10.6	24.1	20.8	17.9	17.3	Jan-12		
Private Equity Benchmark				-4.0	-4.0	-16.0	10.5	11.6	14.6	15.3			
Over/Under				-0.4	-0.4	26.6	13.6	9.2	3.3	2.0			

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)			
US Fixed Income	737,809,763	10.9	8.0	-3.5 (61)	-3.5 (61)	-13.4 (61)	-1.2 (48)	0.9 (38)	1.7 (37)	5.0 (17)	Mar-94		
Blmbg. U.S. Aggregate Index				-4.8 (81)	-4.8 (81)	-14.6 (72)	-3.3 (84)	-0.3 (86)	0.9 (76)	4.4 (38)			
Over/Under				1.3	1.3	1.2	2.1	1.2	0.8	0.6			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6	1.4	4.3			
BlackRock U.S. Debt Fund	151,005,904	2.2		-4.7 (80)	-4.7 (80)	-14.6 (71)	-3.2 (84)	-0.2 (85)	0.9 (73)	4.2 (41)	Dec-95		
Blmbg. U.S. Aggregate Index				-4.8 (81)	-4.8 (81)	-14.6 (72)	-3.3 (84)	-0.3 (86)	0.9 (76)	4.2 (44)			
Over/Under				0.1	0.1	0.0	0.1	0.1	0.0	0.0			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6	1.4	4.1			
Western	180,383,048	2.7		-5.1 (86)	-5.1 (86)	-17.9 (88)	-3.4 (86)	-0.1 (81)	1.6 (40)	5.0 (18)	Jan-97		
Blmbg. U.S. Aggregate Index				-4.8 (81)	-4.8 (81)	-14.6 (72)	-3.3 (84)	-0.3 (86)	0.9 (76)	4.2 (45)			
Over/Under				-0.3	-0.3	-3.3	-0.1	0.2	0.7	0.8			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6	1.4	4.1			
Reams	281,829,290	4.2		-2.5 (47)	-2.5 (47)	-9.3 (38)	0.9 (12)	1.8 (16)	1.8 (36)	4.6 (23)	Oct-01		
Reams Custom Index				0.4 (10)	0.4 (10)	0.4 (5)	0.7 (14)	1.3 (24)	0.8 (80)	3.3 (57)			
Over/Under				-2.9	-2.9	-9.7	0.2	0.5	1.0	1.3			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6	1.4	3.5			
Loomis Strategic Alpha	44,635,924	0.7		-0.6 (21)	-0.6 (21)	-10.3 (44)	0.8 (13)	1.4 (22)		2.0 (41)	Aug-13		
Blmbg. U.S. Aggregate Index				-4.8 (81)	-4.8 (81)	-14.6 (72)	-3.3 (84)	-0.3 (86)		1.2 (71)			
Over/Under				4.2	4.2	4.3	4.1	1.7		0.8			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6		1.7			
Loomis Sayles Multi Strategy	79,955,597	1.2		-2.8 (50)	-2.8 (50)	-14.0 (65)	0.0 (26)	1.5 (20)	3.2 (15)	5.1 (12)	Aug-05		
Loomis Custom Index				-3.5 (60)	-3.5 (60)	-14.2 (67)	-2.3 (67)	0.3 (62)	1.8 (36)	3.8 (28)			
Over/Under				0.7	0.7	0.2	2.3	1.2	1.4	1.3			
eV All US Fixed Inc Median				-2.8	-2.8	-11.6	-1.4	0.6	1.4	3.1			
Treasuries	74,174,355	1.1	2.0	-6.0	-6.0	-16.3	-4.4			-1.7	Apr-19		
Reams 10-Year Treasuries	74,174,355	1.1		-6.0	-6.0	-16.3	-4.4			-1.7	Apr-19		
Blmbg. U.S. Treasury: 7-10 Year				-5.5	-5.5	-15.4	-3.9			-1.5			
Over/Under				-0.5	-0.5	-0.9	-0.5			-0.2			
Private Credit	330,402,607	4.9	8.0	-0.3	-0.3	5.2	9.1			8.0	Jan-18		
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				0.3	0.3	-8.2	1.6			3.4			
Over/Under				-0.6	-0.6	13.4	7.5			4.6			

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Total Real Estate	556,677,266	8.2	8.0	5.0	5.0	20.6	9.9	7.7	8.5	7.8	Apr-94
NCREIF ODCE Net				0.3	0.3	21.0	11.4	9.3	9.9	8.3	
Over/Under				4.7	4.7	-0.4	-1.5	-1.6	-1.4	-0.5	
Prudential Real Estate	229,970,113	3.4		0.1	0.1	19.4	12.0	10.1	10.6	7.2	Jul-04
NCREIF ODCE Net				0.3	0.3	21.0	11.4	9.3	9.9	7.7	
Over/Under				-0.2	-0.2	-1.6	0.6	0.8	0.7	-0.5	
UBS Real Estate	270,423,966	4.0		5.4	5.4	16.1	6.8	5.2	6.8	6.8	Apr-03
NCREIF ODCE Net				0.3	0.3	21.0	11.4	9.3	9.9	7.8	
Over/Under				5.1	5.1	-4.9	-4.6	-4.1	-3.1	-1.0	
LaSalle Income + Growth VIII Limited Partnership	48,096,622	0.7		0.4	0.4	35.8				14.6	Mar-20
NCREIF ODCE Net				0.3	0.3	21.0				12.8	
Over/Under				0.1	0.1	14.8				1.8	
Alterra IOS Venture II	8,186,566	0.1		-4.0	-4.0					-4.0	Apr-22
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6					-6.0	
Over/Under				-4.6	-4.6					2.0	
Total Real Assets	515,890,107	7.6	6.0	-3.9	-3.9	-11.6	0.2	1.6		3.1	May-13
Real Assets Index				0.7	0.7	10.4	7.0	6.6		6.5	
Over/Under				-4.6	-4.6	-22.0	-6.8	-5.0		-3.4	
Bridgewater All Weather Fund	311,429,544	4.6		-10.5	-10.5	-24.0	-2.9	0.6		2.6	Sep-13
CPI + 5% (Unadjusted)				1.4	1.4	13.6	10.2	8.9		7.8	
Over/Under				-11.9	-11.9	-37.6	-13.1	-8.3		-5.2	
Tortoise Energy Infrastructure	98,986,075	1.5		6.4	6.4	20.4	5.3	2.0		1.8	May-13
Tortoise MLP Index				8.6	8.6	17.6	4.7	2.4		-0.2	
Over/Under				-2.2	-2.2	2.8	0.6	-0.4		2.0	
Brookfield Infra Fund IV B LP	44,282,160	0.7		2.7	2.7	14.8				11.3	Apr-20
CPI + 2% (Unadjusted)				0.7	0.7	10.4				7.9	
Over/Under				2.0	2.0	4.4				3.4	
Harbourvest Real Assets Fund IV L.P.	61,192,328	0.9		19.3	19.3	22.0				43.9	Apr-21
CPI + 2% (Unadjusted)				0.7	0.7	10.4				10.0	
Over/Under				18.6	18.6	11.6				33.9	
Overlay	89,188,862	1.3	0.0								
Parametric	42,733,629	0.6									
Abbott Capital Cash	46,455,233	0.7									

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Total Private Equity	1,239,001,652	18.3	18.0	-4.4	-4.4	10.6	24.1	20.8	17.9	17.3	Jan-12
Private Equity Benchmark				-4.0	-4.0	-16.0	10.5	11.6	14.6	15.3	
Over/Under				-0.4	-0.4	26.6	13.6	9.2	3.3	2.0	
C/A Global All PE (Qtr Lag)				-4.5	-4.5	4.4	19.4	17.2	14.9	14.7	
Over/Under				0.1	0.1	6.2	4.7	3.6	3.0	2.6	
Adams Street Global Fund Series	257,249,442	3.8		-6.9	-6.9	3.2	23.7	21.1	16.9	16.4	Jan-12
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9	10.8	13.6	14.3	
Over/Under				-2.9	-2.9	19.2	13.8	10.3	3.3	2.1	
Harbourvest	92,170,705	1.4		-21.9	-21.9	-21.7	8.3	12.1		15.8	Aug-13
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9	10.8		12.4	
Over/Under				-17.9	-17.9	-5.7	-1.6	1.3		3.4	
Pantheon Global Secondary Funds	56,919,942	0.8		4.8	4.8	5.9	14.3	12.2	14.0	12.6	Jan-12
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9	10.8	13.6	14.3	
Over/Under				8.8	8.8	21.9	4.4	1.4	0.4	-1.7	
Drive Capital Fund II	29,615,624	0.4		1.3	1.3	3.0	20.5	19.9		3.0	Sep-16
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9	10.8		12.3	
Over/Under				5.3	5.3	19.0	10.6	9.1		-9.3	
Abbott Secondary Opportunities	10,609,193	0.2		-5.4	-5.4	3.1	25.4			23.8	Jan-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.8	
Over/Under				-1.4	-1.4	19.1	15.5			14.0	
Clearlake Capital Partners V	13,364,909	0.2		-6.2	-6.2	-18.6	24.9			30.0	Mar-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.8	
Over/Under				-2.2	-2.2	-2.6	15.0			20.2	
Battery Ventures XII	32,929,693	0.5		-3.1	-3.1	29.4	51.3			30.6	Apr-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.5	
Over/Under				0.9	0.9	45.4	41.4			20.1	
Insight Venture Partners X	64,332,962	1.0		0.0	0.0	38.1	44.1			30.0	May-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.5	
Over/Under				4.0	4.0	54.1	34.2			19.5	
GTCR Fund XII	32,368,901	0.5		-3.3	-3.3	21.7	28.1			3.2	Jun-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.0	
Over/Under				0.7	0.7	37.7	18.2			-6.8	
Buenaventure One, LLC	186,755,818	2.8		-2.3	-2.3	16.3	23.9			17.8	Jul-18
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.0	
Over/Under				1.7	1.7	32.3	14.0			7.8	

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)						
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)
ECI 11	7,888,912	0.1		-2.5	-2.5	16.1	27.2			27.0
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			13.7
Over/Under				1.5	1.5	32.1	17.3			13.3
Buenaventure Two, LLC	1,886,422	0.0		-2.6	-2.6	23.4	24.0			37.3
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.5
Over/Under				1.4	1.4	39.4	14.1			26.8
The Resolute Fund IV L.P.	26,797,026	0.4		0.0	0.0	20.8	37.1			43.6
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			13.7
Over/Under				4.0	4.0	36.8	27.2			29.9
GGV Capital VII L.P.	14,028,990	0.2		-3.8	-3.8	7.7	10.9			6.9
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			11.4
Over/Under				0.2	0.2	23.7	1.0			-4.5
GGV Discovery II, L.P.	3,962,272	0.1		-0.2	-0.2	37.5	33.1			24.3
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			11.4
Over/Under				3.8	3.8	53.5	23.2			12.9
Drive Capital Overdrive Fund I	13,950,991	0.2		-0.6	-0.6	-0.6	32.7			28.2
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.3
Over/Under				3.4	3.4	15.4	22.8			18.9
Riverside Micro Cap Fund V, LP	10,811,087	0.2		0.0	0.0	28.2	20.2			6.2
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.3
Over/Under				4.0	4.0	44.2	10.3			-3.1
GGV Capital VII Plus, LP	3,087,973	0.0		-7.0	-7.0	1.1	10.2			9.2
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			11.7
Over/Under				-3.0	-3.0	17.1	0.3			-2.5
Astorg VII L.P.	10,437,970	0.2		-6.8	-6.8	33.3	17.2			2.9
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.6
Over/Under				-2.8	-2.8	49.3	7.3			-6.7
M/C Partners Fund VIII LP. Limited Partnership	7,811,201	0.1		0.0	0.0	33.5	-8.5			-9.0
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.6
Over/Under				4.0	4.0	49.5	-18.4			-18.6
Genstar Capital Partners IX	9,084,687	0.1		13.8	13.8	33.5	33.2			-189.8
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.3
Over/Under				17.8	17.8	49.5	23.3			-199.1

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Genstar IX Opportunities Fund I	2,741,352	0.0		15.8	15.8	37.2	23.9			22.5	Aug-19
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			9.3	
Over/Under				19.8	19.8	53.2	14.0			13.2	
ABRY Partners IX, LP	10,080,040	0.1		0.2	0.2	28.3	9.7			1.5	Sep-19
Russell 3000 + 2%				-4.0	-4.0	-16.0	9.9			10.3	
Over/Under				4.2	4.2	44.3	-0.2			-8.8	
Advent International GPE IX LP	13,935,351	0.2		-8.9	-8.9	51.0				39.8	Nov-19
Russell 3000 + 2%				-4.0	-4.0	-16.0				9.3	
Over/Under				-4.9	-4.9	67.0				30.5	
Drive Capital Fund III LP	8,012,819	0.1		12.5	12.5	19.4				9.8	Dec-19
Russell 3000 + 2%				-4.0	-4.0	-16.0				8.1	
Over/Under				16.5	16.5	35.4				1.7	
Oak HC/FT Partners III LP	24,130,184	0.4		-27.5	-27.5	1.1				25.9	Dec-19
Russell 3000 + 2%				-4.0	-4.0	-16.0				8.1	
Over/Under				-23.5	-23.5	17.1				17.8	
TA XIII A LP	11,858,400	0.2		2.5	2.5	33.2				28.5	Jan-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				7.2	
Over/Under				6.5	6.5	49.2				21.3	
Dover Street X, LP	30,289,866	0.4		5.2	5.2	33.0				42.6	Feb-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				7.4	
Over/Under				9.2	9.2	49.0				35.2	
Hellman & Friedman CP IX	23,281,331	0.3		-5.3	-5.3	14.0				8.5	Apr-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				18.3	
Over/Under				-1.3	-1.3	30.0				-9.8	
Clearlake Capital Partners VI	27,032,726	0.4		-2.1	-2.1	28.9				34.0	Jun-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				10.8	
Over/Under				1.9	1.9	44.9				23.2	
Flexpoint Fund IV	9,498,727	0.1		18.7	18.7	44.0				36.2	Jun-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				10.8	
Over/Under				22.7	22.7	60.0				25.4	
Battery Ventures XIII	17,164,574	0.3		-0.6	-0.6	23.7				21.4	Jun-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				10.8	
Over/Under				3.4	3.4	39.7				10.6	

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Green Equity Investors VIII, L.P.	13,874,793	0.2		-0.2	-0.2	6.2				2.7	Nov-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				7.7	
Over/Under				3.8	3.8	22.2				-5.0	
CapVest Private Equity Partners IV, SCSp	8,469,120	0.1		-6.3	-6.3	70.3				44.1	Dec-20
Russell 3000 + 2%				-4.0	-4.0	-16.0				1.4	
Over/Under				-2.3	-2.3	86.3				42.7	
Drive Capital Fund IV LP	3,683,080	0.1		-1.4	-1.4					-4.0	Jan-22
Russell 3000 + 2%				-4.0	-4.0					-23.5	
Over/Under				2.6	2.6					19.5	
Great Hill Equity Partners VII	5,877,516	0.1		-4.1	-4.1	-18.7				123.9	Jan-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-1.1	
Over/Under				-0.1	-0.1	-2.7				125.0	
Vitruvian Investment Partners IV	12,153,385	0.2		-5.3	-5.3	11.4				-100.0	Jan-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-1.1	
Over/Under				-1.3	-1.3	27.4				-98.9	
CRV XVIII, L.P.	15,127,982	0.2		1.0	1.0	19.6				10.1	Mar-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-3.1	
Over/Under				5.0	5.0	35.6				13.2	
GGV Capital VIII, L.P.	5,081,783	0.1		-2.2	-2.2	22.6				12.8	May-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-9.3	
Over/Under				1.8	1.8	38.6				22.1	
GGV Discovery III, L.P.	2,166,641	0.0		2.5	2.5	45.8				29.0	May-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-9.3	
Over/Under				6.5	6.5	61.8				38.3	
Oak HC/FT Partners IV, L.P.	8,475,710	0.1		6.0	6.0	22.9				12.0	May-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-9.3	
Over/Under				10.0	10.0	38.9				21.3	
Prairie Capital VII, LP	4,139,743	0.1		2.2	2.2	16.6				5.6	Jun-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-10.2	
Over/Under				6.2	6.2	32.6				15.8	
GGV Capital VIII Plus, L.P.	1,055,893	0.0		-0.4	-0.4	3.8				3.0	Jul-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-12.7	
Over/Under				3.6	3.6	19.8				15.7	

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Flexpoint Overage Fund IV A, L.P.	2,618,361	0.0		3.2	3.2	15.2				12.0	Jul-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-12.7	
Over/Under				7.2	7.2	31.2				24.7	
Abbott Secondary Opportunities II, L.P.	14,583,884	0.2		28.0	28.0	35.6				100.5	Jul-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-12.7	
Over/Under				32.0	32.0	51.6				113.2	
Genstar X Opportunities Fund I, LP	2,317,216	0.0		-2.3	-2.3	7.9				7.2	Sep-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-18.3	
Over/Under				1.7	1.7	23.9				25.5	
Charlesbank Overage Fund X	3,808,848	0.1		2.5	2.5	10.0				9.2	Sep-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-18.3	
Over/Under				6.5	6.5	26.0				27.5	
Charlesbank Equity Fund X	8,223,138	0.1		-1.3	-1.3	1.7				1.6	Sep-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-18.3	
Over/Under				2.7	2.7	17.7				19.9	
GTCR Fund XIII	13,268,405	0.2		2.2	2.2	73.5				66.3	Sep-21
Russell 3000 + 2%				-4.0	-4.0	-16.0				-18.3	
Over/Under				6.2	6.2	89.5				84.6	
Hellman & Friedman CP X	10,108,284	0.1		-5.9	-5.9					-7.3	Nov-21
Russell 3000 + 2%				-4.0	-4.0					-21.4	
Over/Under				-1.9	-1.9					14.1	
Genstar Capital Partners X LP	6,447,071	0.1		-2.0	-2.0					11.6	Dec-21
Russell 3000 + 2%				-4.0	-4.0					-20.3	
Over/Under				2.0	2.0					31.9	
TA XIV A LP	3,526,164	0.1		-7.2	-7.2					-7.2	Dec-21
Russell 3000 + 2%				-4.0	-4.0					-20.3	
Over/Under				-3.2	-3.2					13.1	
CVC Capital Partners VIII A LP	6,625,401	0.1		3.3	3.3					16.0	Dec-21
Russell 3000 + 2%				-4.0	-4.0					-20.3	
Over/Under				7.3	7.3					36.3	
Drive Capital Overdrive	2,616,493	0.0		-1.8	-1.8					-4.4	Feb-22
Russell 3000 + 2%				-4.0	-4.0					-18.8	
Over/Under				2.2	2.2					14.4	

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)							Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	
Drive Capital Fund IV LP	3,683,080	0.1		-1.4	-1.4					-4.0	Feb-22
Russell 3000 + 2%				-4.0	-4.0					-18.8	
Over/Under				2.6	2.6					14.8	
Kinderhook Capital Fund 7	1,633,695	0.0		-1.6	-1.6					-16.7	Mar-22
Russell 3000 + 2%				-4.0	-4.0					-16.9	
Over/Under				2.4	2.4					0.2	
Pantheon Global Secondary Funds VII	3,818,444	0.1		14.1	14.1					14.1	Apr-22
Russell 3000 + 2%				-4.0	-4.0					-19.6	
Over/Under				18.1	18.1					33.7	
Harbourvest PTN Co Inv VI LP	5,331,942	0.1		1.6	1.6					1.6	Apr-22
Russell 3000 + 2%				-4.0	-4.0					-19.6	
Over/Under				5.6	5.6					21.2	
Clearlake Capital Partners VII	6,896,032	0.1		0.0	0.0					0.0	May-22
Russell 3000 + 3%				-3.8	-3.8					-11.5	
Over/Under				3.8	3.8					11.5	
Battery Ventures XIV	346,789	0.0									Jul-22
Russell 3000 + 3%				-3.8	-3.8					-3.8	
Over/Under											
Oak HC/FT Partners V	294,359	0.0									Jul-22
Russell 3000 + 3%				-3.8	-3.8					-3.8	
Over/Under											
Advent International GPE X LP	700,000	0.0								0.0	Sep-22
Russell 3000 + 3%										-1.5	
Over/Under										1.5	
GTCR Strategic Growth 1/A	68,000	0.0								0.0	Sep-22
Russell 3000 + 3%										-0.6	
Over/Under										0.6	
GTCR Strategic Growth 1/B	245,000	0.0								0.0	Sep-22
Russell 3000 + 3%										-0.6	
Over/Under										0.6	
Riverside Micro Cap Fund VI, LP	1,328,389	0.0								0.0	Sep-22
Russell 3000 + 3%										-0.3	
Over/Under										0.3	

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)						
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)
Private Credit	330,402,607	4.9	8.0	-0.3	-0.3	5.2	9.1			8.0
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				0.3	0.3	-8.2	1.6			3.4
Over/Under				-0.6	-0.6	13.4	7.5			4.6
CVI Credit Value Fund IV	29,168,022	0.4		4.5	4.5	7.5	8.0			7.1
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8	2.2			3.8
Over/Under				3.9	3.9	14.3	5.8			3.3
Monroe Capital Private Credit Fund III	21,714,096	0.3		0.9	0.9	10.6	11.7			11.3
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8	2.2			3.9
Over/Under				0.3	0.3	17.4	9.5			7.4
Bluebay Direct Lending Fund III	16,717,939	0.2		1.8	1.8	11.4	11.0			10.4
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8	2.2			3.1
Over/Under				1.2	1.2	18.2	8.8			7.3
Pimco Private Income Fund	71,777,987	1.1		1.3	1.3	4.8				10.1
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				2.3
Over/Under				0.7	0.7	11.6				7.8
Bridge Debt Strategies III Limited Partner	16,556,813	0.2		0.0	0.0	6.8				7.0
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				1.5
Over/Under				-0.6	-0.6	13.6				5.5
PIMCO Corp Opps Fund III	49,003,234	0.7		-6.2	-6.2	3.6				38.6
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				5.5
Over/Under				-6.8	-6.8	10.4				33.1
Torchlight Debt Fund VII, L.P.	13,002,863	0.2		3.2	3.2	5.4				3.5
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-1.0
Over/Under				2.6	2.6	12.2				4.5
Crayhill Principal Strategies Fund II	9,336,690	0.1		3.6	3.6	34.9				24.6
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-2.9
Over/Under				3.0	3.0	41.7				27.5
CVI Credit Value Fund A V	14,051,682	0.2		1.3	1.3	0.5				5.9
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-3.5
Over/Under				0.7	0.7	7.3				9.4

TOTAL FUND PERFORMANCE DETAIL (NET)

	Allocation			Performance (%)						
	Market Value (\$)	% of Portfolio	Policy (%)	3 Mo (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)
Bridge Debt Strategies Fund IV LP	15,893,383	0.2		-0.4	-0.4	5.7				4.9
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-5.0
Over/Under				-1.0	-1.0	12.5				9.9
Cross Ocean USD ESS Fund IV	10,781,870	0.2		-1.2	-1.2	5.3				4.9
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-6.0
Over/Under				-1.8	-1.8	12.1				10.9
Harbourvest Direct Lending L	17,919,140	0.3		0.0	0.0	0.0				0.0
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6	-6.8				-6.0
Over/Under				-0.6	-0.6	6.8				6.0
Bain Capital Special Situations Asia Fund II	2,765,141	0.0		1.9	1.9					9.3
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6					-7.0
Over/Under				1.3	1.3					16.3
Arbour Lane Credit Opp III A	11,626,094	0.2		-8.6	-8.6					-9.5
Russell 3000 + 3%				-3.8	-3.8					-19.7
Over/Under				-4.8	-4.8					10.2
Monroe Private Capital Fund IV	17,677,191	0.3		-0.1	-0.1					4.0
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				0.6	0.6					-7.8
Over/Under				-0.7	-0.7					11.8
Crescent Cove Opportunity Fund LP	12,410,463	0.2		-0.7	-0.7					-0.7
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps										
Over/Under										

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Fund	-16.3 (69)	19.1 (10)	13.6 (14)	18.7 (21)	-3.6 (48)	16.0 (41)	8.6 (19)	-0.9 (63)	6.3 (33)	18.1 (19)
Policy Index	-18.1 (81)	15.8 (45)	14.4 (10)	20.7 (7)	-3.6 (47)	16.3 (29)	8.4 (21)	0.8 (21)	6.8 (21)	17.2 (29)
Over/Under	1.8	3.3	-0.8	-2.0	0.0	-0.3	0.2	-1.7	-0.5	0.9
60% S&P 500 / 40% Bloomberg Aggregate	-20.1 (93)	15.9 (45)	14.7 (8)	22.2 (2)	-2.3 (19)	14.2 (72)	8.3 (24)	1.3 (13)	10.6 (1)	17.6 (23)
Over/Under	3.8	3.2	-1.1	-3.5	-1.3	1.8	0.3	-2.2	-4.3	0.5
InvMetrics Public DB > \$1 Billion Median	-13.9	15.3	11.5	17.1	-3.7	15.7	7.6	-0.5	5.6	15.6
Total Fund ex Parametric	-16.0	19.7	13.4	18.6	-3.7	16.3	9.2	-1.0	6.3	
Total Fund ex Private Equity	-19.2 (87)	14.8 (56)	12.7 (30)	19.6 (15)	-4.8 (72)	15.9 (43)	8.6 (16)	-1.4 (75)	6.1 (41)	16.2 (39)
Policy Index	-18.1 (81)	15.8 (45)	14.4 (10)	20.7 (7)	-3.6 (47)	16.3 (29)	8.4 (21)	0.8 (21)	6.8 (21)	17.2 (29)
Over/Under	-1.1	-1.0	-1.7	-1.1	-1.2	-0.4	0.2	-2.2	-0.7	-1.0
InvMetrics Public DB > \$1 Billion Median	-13.9	15.3	11.5	17.1	-3.7	15.7	7.6	-0.5	5.6	15.6
Total US Equity	-24.9 (59)	26.5 (43)	20.5 (38)	31.6 (28)	-5.0 (35)	21.4 (38)	13.0 (47)	0.5 (37)	12.5 (28)	34.0 (55)
Russell 3000	-24.6 (56)	25.7 (49)	20.9 (36)	31.0 (32)	-5.2 (38)	21.1 (39)	12.7 (48)	-0.5 (45)	11.3 (38)	33.5 (59)
Over/Under	-0.3	0.8	-0.4	0.6	0.2	0.3	0.3	1.0	1.2	0.5
eV All US Equity Median	-23.8	25.5	15.3	28.2	-7.2	19.0	12.4	-1.1	9.7	34.8
Western U.S. Index Plus	-26.6 (71)	28.5 (29)	17.9 (41)	33.5 (20)	-5.3 (49)	22.7 (37)	13.8 (28)	1.1 (41)	14.2 (19)	32.9 (51)
S&P 500 Index	-23.9 (58)	28.7 (27)	18.4 (40)	31.5 (34)	-4.4 (41)	21.8 (42)	12.0 (39)	1.4 (39)	13.7 (24)	32.4 (57)
Over/Under	-2.7	-0.2	-0.5	2.0	-0.9	0.9	1.8	-0.3	0.5	0.5
eV US Large Cap Equity Median	-22.5	26.0	14.2	29.1	-5.6	20.7	10.1	0.0	11.6	33.1
Blackrock Russell 1000 Index	-24.7 (62)	26.6 (46)	21.0 (34)	31.4 (34)	-4.7 (43)					
Russell 1000 Index	-24.6 (61)	26.5 (48)	21.0 (34)	31.4 (35)	-4.8 (44)					
Over/Under	-0.1	0.1	0.0	0.0	0.1					
eV US Large Cap Equity Median	-22.5	26.0	14.2	29.1	-5.6					
Blackrock Russell 2500 Index	-24.0 (45)	18.2 (69)	20.0 (44)	27.8 (53)	-9.9 (50)					
Russell 2500 Index	-24.0 (46)	18.2 (69)	20.0 (44)	27.8 (54)	-10.0 (50)					
Over/Under	0.0	0.0	0.0	0.0	0.1					
eV US Small-Mid Cap Equity Median	-24.7	23.5	16.8	28.3	-10.1					

*As of 5/1/2022, the policy index was changed to 26% Russell 3000, 9% MSCI ACWI Index, 15% MSCI ACWI ex US, 10% Bloomberg Agg, 8% (50% CS Lev Loan/ 50% ICE BofA US HY BBB Rated Constrained Index), 18% Russell 3000+2%, 6% CPI+2%, 8% NCREIF ODCE Index.

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Non-US Equity	-27.5	9.0	9.3	21.0	-13.0	26.5	6.6	-4.8	-3.6	16.3
MSCI ACWI ex USA	-26.5	7.8	10.7	21.5	-14.2	27.2	4.5	-5.7	-3.9	15.3
Over/Under	-1.0	1.2	-1.4	-0.5	1.2	-0.7	2.1	0.9	0.3	1.0
MSCI EAFE (Net)	-27.1	11.3	7.8	22.0	-13.8	25.0	1.0	-0.8	-4.9	22.8
Over/Under	-0.4	-2.3	1.5	-1.0	0.8	1.5	5.6	-4.0	1.3	-6.5
MSCI EAFE (Net) in LC	-14.5	18.7	0.8	21.7	-11.0	15.2	5.3	5.3	5.9	26.9
Over/Under	-13.0	-9.7	8.5	-0.7	-2.0	11.3	1.3	-10.1	-9.5	-10.6
MSCI ACWI ex USA NR LCL	-16.2	13.0	6.0	20.8	-10.6	18.2	7.0	1.9	6.0	20.1
Over/Under	-11.3	-4.0	3.3	0.2	-2.4	8.3	-0.4	-6.7	-9.6	-3.8
BlackRock ACWI ex-U.S. Index	-26.7 (33)	8.7 (54)	11.2 (67)	21.9 (73)	-14.6 (46)	28.1 (57)	4.7 (25)	-4.5 (73)	-3.8 (47)	16.0 (76)
MSCI AC World ex USA IMI (Net)	-26.9 (35)	8.5 (56)	11.1 (67)	21.6 (74)	-14.8 (49)	27.8 (58)	4.4 (27)	-4.6 (74)	-3.9 (48)	15.8 (77)
Over/Under	0.2	0.2	0.1	0.3	0.2	0.3	0.3	0.1	0.1	0.2
MSCI ACWI ex USA NR LCL	-16.2 (1)	13.0 (21)	6.0 (82)	20.8 (77)	-10.6 (10)	18.2 (99)	7.0 (13)	1.9 (29)	6.0 (3)	20.1 (51)
Over/Under	-10.5	-4.3	5.2	1.1	-4.0	9.9	-2.3	-6.4	-9.8	-4.1
eV ACWI ex-US All Cap Equity Median	-29.1	9.5	16.5	24.8	-15.0	29.0	1.3	-0.5	-4.1	20.1
Sprucegrove	-24.1 (17)	6.9 (69)	4.0 (86)	17.3 (87)	-13.8 (39)	27.5 (60)	11.9 (2)	-9.1 (94)	-3.2 (43)	17.1 (71)
MSCI AC World ex USA (Net)	-26.5 (32)	7.8 (63)	10.7 (68)	21.5 (74)	-14.2 (43)	27.2 (62)	4.5 (26)	-5.7 (81)	-3.9 (48)	15.3 (78)
Over/Under	2.4	-0.9	-6.7	-4.2	0.4	0.3	7.4	-3.4	0.7	1.8
MSCI EAFE (Net)	-27.1 (37)	11.3 (33)	7.8 (76)	22.0 (72)	-13.8 (39)	25.0 (77)	1.0 (53)	-0.8 (55)	-4.9 (62)	22.8 (35)
Over/Under	3.0	-4.4	-3.8	-4.7	0.0	2.5	10.9	-8.3	1.7	-5.7
MSCI EAFE (Net) in LC	-14.5 (1)	18.7 (5)	0.8 (90)	21.7 (74)	-11.0 (12)	15.2 (100)	5.3 (22)	5.3 (8)	5.9 (3)	26.9 (18)
Over/Under	-9.6	-11.8	3.2	-4.4	-2.8	12.3	6.6	-14.4	-9.1	-9.8
MSCI ACWI ex USA NR LCL	-16.2 (1)	13.0 (21)	6.0 (82)	20.8 (77)	-10.6 (10)	18.2 (99)	7.0 (13)	1.9 (29)	6.0 (3)	20.1 (51)
Over/Under	-7.9	-6.1	-2.0	-3.5	-3.2	9.3	4.9	-11.0	-9.2	-3.0
eV ACWI ex-US All Cap Equity Median	-29.1	9.5	16.5	24.8	-15.0	29.0	1.3	-0.5	-4.1	20.1
Walter Scott	-32.1 (69)	11.3 (33)	20.4 (38)	27.5 (32)	-7.1 (2)	26.6 (65)	5.1 (23)	-0.4 (50)	-3.5 (45)	11.8 (93)
MSCI AC World ex USA (Net)	-26.5 (32)	7.8 (63)	10.7 (68)	21.5 (74)	-14.2 (43)	27.2 (62)	4.5 (26)	-5.7 (81)	-3.9 (48)	15.3 (78)
Over/Under	-5.6	3.5	9.7	6.0	7.1	-0.6	0.6	5.3	0.4	-3.5
MSCI EAFE (Net)	-27.1 (37)	11.3 (33)	7.8 (76)	22.0 (72)	-13.8 (39)	25.0 (77)	1.0 (53)	-0.8 (55)	-4.9 (62)	22.8 (35)
Over/Under	-5.0	0.0	12.6	5.5	6.7	1.6	4.1	0.4	1.4	-11.0
MSCI ACWI ex USA NR LCL	-16.2 (1)	13.0 (21)	6.0 (82)	20.8 (77)	-10.6 (10)	18.2 (99)	7.0 (13)	1.9 (29)	6.0 (3)	20.1 (51)
Over/Under	-15.9	-1.7	14.4	6.7	3.5	8.4	-1.9	-2.3	-9.5	-8.3
eV ACWI ex-US All Cap Equity Median	-29.1	9.5	16.5	24.8	-15.0	29.0	1.3	-0.5	-4.1	20.1

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Global Equity	-25.4	18.9	16.7	27.1	-9.0	24.5	9.0	-3.8	1.9	22.0
<i>MSCI AC World Index (Net)</i>	<i>-25.6</i>	<i>18.5</i>	<i>16.3</i>	<i>26.6</i>	<i>-9.4</i>	<i>24.0</i>	<i>7.9</i>	<i>-2.4</i>	<i>4.2</i>	<i>22.8</i>
Over/Under	0.2	0.4	0.4	0.5	0.4	0.5	1.1	-1.4	-2.3	-0.8
BlackRock MSCI ACWI Equity Index	-25.4 (42)	18.9 (47)	16.7 (47)	27.1 (48)	-9.0 (49)	24.5 (41)	8.4 (31)	-2.0 (66)	4.6 (44)	23.2 (62)
<i>MSCI AC World Index (Net)</i>	<i>-25.6 (44)</i>	<i>18.5 (50)</i>	<i>16.3 (49)</i>	<i>26.6 (51)</i>	<i>-9.4 (53)</i>	<i>24.0 (44)</i>	<i>7.9 (36)</i>	<i>-2.4 (69)</i>	<i>4.2 (48)</i>	<i>22.8 (64)</i>
Over/Under	0.2	0.4	0.4	0.5	0.4	0.5	0.5	0.4	0.4	0.4
<i>eV All Global Equity Median</i>	<i>-26.6</i>	<i>18.5</i>	<i>15.8</i>	<i>26.7</i>	<i>-9.2</i>	<i>23.0</i>	<i>6.0</i>	<i>-0.3</i>	<i>3.8</i>	<i>25.7</i>
Total Private Equity	0.9	54.8	24.5	8.3	18.7	16.9	7.6	14.7	19.0	17.9
<i>Private Equity Benchmark</i>	<i>-23.5</i>	<i>28.8</i>	<i>24.5</i>	<i>34.9</i>	<i>-2.4</i>	<i>24.8</i>	<i>16.0</i>	<i>3.5</i>	<i>15.8</i>	<i>37.5</i>
Over/Under	24.4	26.0	0.0	-26.6	21.1	-7.9	-8.4	11.2	3.2	-19.6

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
US Fixed Income	-13.2	-0.6	11.1	8.5	0.0	4.4	4.9	0.3	3.0	-0.1
Blmbg. U.S. Aggregate Index	-14.6	-1.5	7.5	8.7	0.0	3.5	2.6	0.5	6.0	-2.0
Over/Under	1.4	0.9	3.6	-0.2	0.0	0.9	2.3	-0.2	-3.0	1.9
BlackRock U.S. Debt Fund	-14.5 (69)	-1.6 (87)	7.6 (35)	8.7 (44)	0.0 (56)	3.6 (55)	2.7 (56)	0.6 (46)	6.2 (29)	-2.0 (77)
Blmbg. U.S. Aggregate Index	-14.6 (70)	-1.5 (85)	7.5 (36)	8.7 (44)	0.0 (56)	3.5 (56)	2.6 (57)	0.5 (46)	6.0 (32)	-2.0 (77)
Over/Under	0.1	-0.1	0.1	0.0	0.0	0.1	0.1	0.1	0.2	0.0
eV All US Fixed Inc Median	-11.8	-0.1	5.9	8.2	0.3	3.9	3.2	0.5	3.9	-0.3
Western	-17.7 (87)	-1.6 (86)	10.9 (14)	10.6 (27)	-0.6 (68)	6.0 (29)	4.1 (41)	0.9 (33)	7.4 (19)	-1.2 (64)
Blmbg. U.S. Aggregate Index	-14.6 (70)	-1.5 (85)	7.5 (36)	8.7 (44)	0.0 (56)	3.5 (56)	2.6 (57)	0.5 (46)	6.0 (32)	-2.0 (77)
Over/Under	-3.1	-0.1	3.4	1.9	-0.6	2.5	1.5	0.4	1.4	0.8
eV All US Fixed Inc Median	-11.8	-0.1	5.9	8.2	0.3	3.9	3.2	0.5	3.9	-0.3
Reams	-9.1 (37)	0.1 (45)	12.0 (10)	6.6 (66)	0.7 (43)	2.5 (71)	6.0 (30)	0.3 (55)	-3.6 (100)	2.5 (21)
Reams Custom Index	0.4 (5)	0.2 (43)	1.1 (94)	2.6 (94)	2.1 (6)	1.1 (92)	0.7 (88)	0.2 (58)	0.2 (94)	-0.4 (52)
Over/Under	-9.5	-0.1	10.9	4.0	-1.4	1.4	5.3	0.1	-3.8	2.9
eV All US Fixed Inc Median	-11.8	-0.1	5.9	8.2	0.3	3.9	3.2	0.5	3.9	-0.3
Loomis Strategic Alpha	-9.8 (41)	1.5 (32)	10.9 (13)	4.3 (83)	0.6 (46)	3.3 (61)	6.1 (30)	-1.0 (76)	2.4 (66)	
Blmbg. U.S. Aggregate Index	-14.6 (70)	-1.5 (85)	7.5 (36)	8.7 (44)	0.0 (56)	3.5 (56)	2.6 (57)	0.5 (46)	6.0 (32)	
Over/Under	4.8	3.0	3.4	-4.4	0.6	-0.2	3.5	-1.5	-3.6	
eV All US Fixed Inc Median	-11.8	-0.1	5.9	8.2	0.3	3.9	3.2	0.5	3.9	
Loomis Sayles Multi Strategy	-13.8 (61)	1.3 (33)	12.9 (10)	9.4 (35)	-0.8 (71)	8.4 (12)	8.2 (20)	-2.3 (84)	6.8 (23)	1.4 (25)
Loomis Custom Index	-14.3 (67)	0.5 (38)	7.3 (39)	10.2 (29)	-0.6 (67)	4.5 (41)	7.0 (25)	-1.2 (77)	4.6 (44)	0.8 (29)
Over/Under	0.5	0.8	5.6	-0.8	-0.2	3.9	1.2	-1.1	2.2	0.6
eV All US Fixed Inc Median	-11.8	-0.1	5.9	8.2	0.3	3.9	3.2	0.5	3.9	-0.3
Treasuries	-16.7	-3.6	11.4							
Reams 10-Year Treasuries	-16.7	-3.6	11.4							
Blmbg. U.S. Treasury: 7-10 Year	-15.7	-3.1	10.0							
Over/Under	-1.0	-0.5	1.4							
Private Credit	2.6	15.9	7.1	8.4	4.7					
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index	-8.9	5.8	6.1	13.3	1.0					
Over/Under	11.5	10.1	1.0	-4.9	3.7					

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Real Estate	14.3	18.8	-2.7	0.3	6.9	5.9	6.8	12.8	11.6	10.6
NCREIF ODCE Net	12.4	21.0	0.3	4.4	7.4	6.7	7.8	14.0	11.5	12.9
Over/Under	1.9	-2.2	-3.0	-4.1	-0.5	-0.8	-1.0	-1.2	0.1	-2.3
Prudential Real Estate	12.3	21.1	2.1	5.9	8.2	7.0	8.2	14.5	12.5	13.8
NCREIF ODCE Net	12.4	21.0	0.3	4.4	7.4	6.7	7.8	14.0	11.5	12.9
Over/Under	-0.1	0.1	1.8	1.5	0.8	0.3	0.4	0.5	1.0	0.9
UBS Real Estate	10.7	15.6	-4.7	-2.8	6.2	5.4	6.2	11.9	10.6	9.3
NCREIF ODCE Net	12.4	21.0	0.3	4.4	7.4	6.7	7.8	14.0	11.5	12.9
Over/Under	-1.7	-5.4	-5.0	-7.2	-1.2	-1.3	-1.6	-2.1	-0.9	-3.6
LaSalle Income + Growth VIII Limited Partnership	21.6	44.5								
NCREIF ODCE Net	12.4	21.0								
Over/Under	9.2	23.5								
Alterra IOS Venture II										
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps										
Over/Under										
Total Real Assets	-14.7	16.4	0.0	14.4	-7.3	7.2	11.7	-13.8	10.2	
Real Assets Index	8.1	9.2	3.4	5.3	6.0	6.2	6.2	4.8	4.8	
Over/Under	-22.8	7.2	-3.4	9.1	-13.3	1.0	5.5	-18.6	5.4	
Bridgewater All Weather Fund	-27.1	11.8	9.6	16.7	-5.0	11.9	10.0	-6.8	7.6	
CPI + 5% (Unadjusted)	10.4	12.4	6.4	7.4	7.0	7.2	7.2	5.8	5.8	
Over/Under	-37.5	-0.6	3.2	9.3	-12.0	4.7	2.8	-12.6	1.8	
Tortoise Energy Infrastructure	18.9	41.4	-29.4	8.0	-13.3	-3.5	15.9	-27.1	15.7	
Tortoise MLP Index	15.8	41.6	-27.9	10.9	-13.7	-5.7	21.0	-34.1	8.0	
Over/Under	3.1	-0.2	-1.5	-2.9	0.4	2.2	-5.1	7.0	7.7	
Brookfield Infra Fund IV B LP	11.2	13.9								
CPI + 2% (Unadjusted)	8.1	9.2								
Over/Under	3.1	4.7								
Harbourvest Real Assets Fund IV L.P.	19.3									
CPI + 2% (Unadjusted)	8.1									
Over/Under	11.2									
Overlay										
Parametric										
Abbott Capital Cash										

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Total Private Equity	0.9	54.8	24.5	8.3	18.7	16.9	7.6	14.7	19.0	17.9
Private Equity Benchmark	-23.5	28.8	24.5	34.9	-2.4	24.8	16.0	3.5	15.8	37.5
Over/Under	24.4	26.0	0.0	-26.6	21.1	-7.9	-8.4	11.2	3.2	-19.6
C/A Global All PE (Qtr Lag)	-0.5	48.2	15.0	7.8	16.4	15.9	8.5	7.0	16.3	15.9
Over/Under	1.4	6.6	9.5	0.5	2.3	1.0	-0.9	7.7	2.7	2.0
Adams Street Global Fund Series	-6.3	68.4	26.9	4.1	19.6	13.4	7.1	10.3	19.6	15.7
Russell 3000 + 3%	-22.9	29.4	24.5	34.9	-2.4	24.8	16.1	3.5	15.9	37.6
Over/Under	16.6	39.0	2.4	-30.8	22.0	-11.4	-9.0	6.8	3.7	-21.9
Harbourvest	-21.6	36.0	19.6	12.2	22.7	23.2	6.7	28.5	18.5	
Russell 3000 + 3%	-22.9	29.4	24.5	34.9	-2.4	24.8	16.1	3.5	15.9	
Over/Under	1.3	6.6	-4.9	-22.7	25.1	-1.6	-9.4	25.0	2.6	
Pantheon Global Secondary Funds	-0.4	40.2	6.4	-0.4	17.3	24.1	15.5	6.4	16.7	14.9
Russell 3000 + 3%	-22.9	29.4	24.5	34.9	-2.4	24.8	16.1	3.5	15.9	37.6
Over/Under	22.5	10.8	-18.1	-35.3	19.7	-0.7	-0.6	2.9	0.8	-22.7
Drive Capital Fund II	-9.4	68.3	12.3	53.0	-2.5	-33.7				
Russell 3000 + 3%	-22.9	29.4	24.5	34.9	-2.4	24.8				
Over/Under	13.5	38.9	-12.2	18.1	-0.1	-58.5				
Abbott Secondary Opportunities	-10.6	59.9	40.5	8.9	26.0					
Russell 3000 + 3%	-22.9	29.4	24.5	34.9	-2.4					
Over/Under	12.3	30.5	16.0	-26.0	28.4					
Clearlake Capital Partners V	-31.3	94.9	27.8	50.2						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	-8.4	65.5	3.3	15.3						
Battery Ventures XII	15.4	102.2	46.7	5.7						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	38.3	72.8	22.2	-29.2						
Insight Venture Partners X	12.3	69.7	46.2	21.4						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	35.2	40.3	21.7	-13.5						

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
GTCR Fund XII	6.3	47.4	55.6	-18.8						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	29.2	18.0	31.1	-53.7						
Buenaventure One, LLC	9.8	46.9	17.7	6.7						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	32.7	17.5	-6.8	-28.2						
ECI 11	12.4	34.2	20.8	34.2						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	35.3	4.8	-3.7	-0.7						
Buenaventure Two, LLC	9.8	35.3	16.0	16.8						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	32.7	5.9	-8.5	-18.1						
The Resolute Fund IV L.P.	11.8	34.6	42.2	81.6						
Russell 3000 + 3%	-22.9	29.4	24.5	34.9						
Over/Under	34.7	5.2	17.7	46.7						
GGV Capital VII L.P.	7.7	40.2	9.7							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	30.6	10.8	-14.8							
GGV Discovery II, L.P.	37.5	49.2	11.2							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	60.4	19.8	-13.3							
Drive Capital Overdrive Fund I	2.1	63.1	45.4							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	25.0	33.7	20.9							
Riverside Micro Cap Fund V, LP	28.2	32.0	1.7							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	51.1	2.6	-22.8							
GGV Capital VII Plus, LP	1.1	14.2	15.7							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	24.0	-15.2	-8.8							

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Astorg VII L.P.	8.8	14.7	62.3							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	31.7	-14.7	37.8							
M/C Partners Fund VIII LP, Limited Partnership	26.7	9.7	-35.1							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	49.6	-19.7	-59.6							
Genstar Capital Partners IX	24.3	46.4	27.1							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	47.2	17.0	2.6							
Genstar IX Opportunities Fund I	25.5	35.1	12.6							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	48.4	5.7	-11.9							
ABRY Partners IX, LP	11.0	30.9	-15.0							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	33.9	1.5	-39.5							
Advent International GPE IX LP	-23.2	185.4	29.0							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	-0.3	156.0	4.5							
Drive Capital Fund III LP	18.4	21.1	-9.0							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	41.3	-8.3	-33.5							
Oak HC/FT Partners III LP	-3.8	93.6	3.2							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	19.1	64.2	-21.3							
TA XIII A LP	12.2	74.1	1.9							
Russell 3000 + 3%	-22.9	29.4	24.5							
Over/Under	35.1	44.7	-22.6							

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Dover Street X, LP	16.5	58.0								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	39.4	28.6								
Hellman & Friedman CP IX	3.4	21.7								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	26.3	-7.7								
Clearlake Capital Partners VI	5.8	67.4								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	28.7	38.0								
Flexpoint Fund IV	38.7	33.9								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	61.6	4.5								
Battery Ventures XIII	22.0	26.0								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	44.9	-3.4								
Green Equity Investors VIII, L.P.	3.0	2.2								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	25.9	-27.2								
CapVest Private Equity Partners IV, SCSp	11.6	71.2								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	34.5	41.8								
Drive Capital Fund IV LP	-4.0									
Russell 3000 + 3%	-22.9									
Over/Under	18.9									
Great Hill Equity Partners VII	-12.6	368.6								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	10.3	339.2								

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Vitruvian Investment Partners IV	16.8	-100.0								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	39.7	-129.4								
CRV XVIII, L.P.	15.2									
Russell 3000 + 3%	-22.9									
Over/Under	38.1									
GGV Capital VIII, L.P.	5.1									
Russell 3000 + 3%	-22.9									
Over/Under	28.0									
GGV Discovery III, L.P.	15.2									
Russell 3000 + 3%	-22.9									
Over/Under	38.1									
Oak HC/FT Partners IV, L.P.	23.4									
Russell 3000 + 3%	-22.9									
Over/Under	46.3									
Prairie Capital VII, LP	16.6									
Russell 3000 + 3%	-22.9									
Over/Under	39.5									
GGV Capital VIII Plus, L.P.	3.8									
Russell 3000 + 3%	-22.9									
Over/Under	26.7									
Flexpoint Overage Fund IV A, L.P.	15.5									
Russell 3000 + 3%	-22.9									
Over/Under	38.4									
Abbott Secondary Opportunities II, L.P.	26.6									
Russell 3000 + 3%	-22.9									
Over/Under	49.5									
Genstar X Opportunities Fund I, LP	8.2									
Russell 3000 + 3%	-22.9									
Over/Under	31.1									
Charlesbank Overage Fund X	8.0									
Russell 3000 + 3%	-22.9									
Over/Under	30.9									
Charlesbank Equity Fund X	2.4									
Russell 3000 + 3%	-22.9									
Over/Under	25.3									

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
GTCR Fund XIII	29.8									
Russell 3000 + 3%	-22.9									
Over/Under	52.7									
Hellman & Friedman CP X	-7.3									
Russell 3000 + 3%	-22.9									
Over/Under	15.6									
Genstar Capital Partners X LP	10.3									
Russell 3000 + 3%	-22.9									
Over/Under	33.2									
TA XIV A LP	-7.2									
Russell 3000 + 3%	-22.9									
Over/Under	15.7									
CVC Capital Partners VIII A LP	2.0									
Russell 3000 + 3%	-22.9									
Over/Under	24.9									
Drive Capital Overdrive	-4.4									
Russell 3000 + 3%	-22.9									
Over/Under	18.5									
Drive Capital Fund IV LP	-4.0									
Russell 3000	-24.6									
Over/Under	20.6									
Kinderhook Capital Fund 7										
Russell 3000										
Over/Under										
Pantheon Global Secondary Funds VII										
Russell 3000										
Over/Under										
Harbourvest PTN Co Inv VI LP										
Russell 3000										
Over/Under										
Clearlake Capital Partners VI	5.8	67.4								
Russell 3000 + 3%	-22.9	29.4								
Over/Under	28.7	38.0								

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Private Credit	2.6	15.9	7.1	8.4	4.7					
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index	-8.9	5.8	6.1	13.3	1.0					
Over/Under	11.5	10.1	1.0	-4.9	3.7					
CVI Credit Value Fund IV	5.5	14.7	2.1	7.1	4.6					
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6	6.1	13.3	1.0					
Over/Under	13.3	8.1	-4.0	-6.2	3.6					
Monroe Capital Private Credit Fund III	7.0	13.9	11.2	11.2						
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6	6.1	13.3						
Over/Under	14.8	7.3	5.1	-2.1						
Bluebay Direct Lending Fund III	6.7	14.8	7.1							
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6	6.1							
Over/Under	14.5	8.2	1.0							
Pimco Private Income Fund	2.5	15.9	11.3							
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6	6.1							
Over/Under	10.3	9.3	5.2							
Bridge Debt Strategies III Limited Partner	1.9	15.4	2.6							
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6	6.1							
Over/Under	9.7	8.8	-3.5							
PIMCO Corp Opps Fund III	-0.2	64.7								
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6								
Over/Under	7.6	58.1								
Torchlight Debt Fund VII, L.P.	4.8	1.4								
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8	6.6								
Over/Under	12.6	-5.2								
Crayhill Principal Strategies Fund II	29.4									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	37.2									
CVI Credit Value Fund A V	0.0									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	7.8									

TOTAL FUND CALENDAR YEAR RETURN SUMMARY

	Performance (%)									
	YTD	2021	2020	2019	2018	2017	2016	2015	2014	2013
Bridge Debt Strategies Fund IV LP	4.9									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	12.7									
Cross Ocean USD ESS Fund IV	5.3									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	13.1									
Harbourvest Direct Lending L	0.0									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	7.8									
Bain Capital Special Situations Asia Fund II	9.3									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	17.1									
Arbour Lane Credit Opp III A	-9.5									
Russell 3000 + 3%	-22.9									
Over/Under	13.4									
Monroe Private Capital Fund IV	4.0									
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps	-7.8									
Over/Under	11.8									
Crescent Cove Opportunity Fund LP										
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps										
Over/Under										

Ventura County Employees' Retirement Association

PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Abbott Secondary Opportunities, LP.	2017	12/21/2017	\$25,000,000	\$24,984,164	\$378,552	98%	\$29,843,875	\$10,609,193	\$40,453,068	\$15,468,904	25.7%	1.19x	1.62x
Abbott Secondary Opportunities II, LP.	2020	1/31/2020	\$40,000,000	\$12,759,594	\$27,240,406	--	\$2,400,000	\$14,583,888	\$16,983,888	\$4,224,294	97.8%	0.19x	1.33x
ABRY Partners IX	2019	12/6/2018	\$10,600,000	\$9,413,237	\$2,794,873	89%	\$1,608,110	\$10,021,572	\$11,629,682	\$2,216,445	12.3%	0.17x	1.24x
Adams Street 2010 U.S. Fund	2010	5/21/2010	\$42,500,000	\$37,442,500	\$5,057,500	88%	\$66,117,642	\$31,433,346	\$97,550,988	\$60,093,275	17.4%	1.77x	2.61x
Adams Street 2010 Non-U.S. Dev. Mkts Fund	2010	5/21/2010	\$25,500,000	\$22,962,749	\$2,537,251	90%	\$32,290,621	\$11,919,637	\$44,210,258	\$21,245,920	13.2%	1.41x	1.93x
Adams Street 2010 Non-U.S. Emg Mkts Fund	2010	1/3/2011	\$8,500,000	\$7,633,000	\$867,000	90%	\$7,259,136	\$8,904,059	\$16,163,195	\$8,530,195	11.5%	0.95x	2.12x
Adams Street 2010 Direct Fund	2010	5/21/2010	\$8,500,000	\$8,168,500	\$331,500	96%	\$11,771,846	\$3,882,800	\$15,654,646	\$7,479,449	12.3%	1.44x	1.92x
Adams Street 2013 Global Fund	2013	6/27/2013	\$75,000,000	\$68,247,120	\$6,752,880	91%	\$60,938,371	\$91,379,065	\$152,317,436	\$84,059,588	15.9%	0.89x	2.23x
Adams Street 2016 Global Fund	2016	8/16/2016	\$60,000,000	\$49,384,776	\$10,615,224	82%	\$21,068,412	\$74,361,014	\$95,429,426	\$46,044,650	23.1%	0.43x	1.93x
Adams Street Co-Investment Fund IV A	2018	9/24/2018	\$30,000,000	\$28,087,931	\$5,242,521	94%	\$9,740,499	\$34,027,485	\$43,767,984	\$15,612,245	24.7%	0.35x	1.56x
Adams Street Co-Investment Fund V	2022	9/30/2021	\$35,000,000	\$1,750,000	\$33,250,000	5%	--	\$1,825,888	\$1,825,888	--	14.3%	--	1.04x
Advent International GPE IX	2019	5/23/2019	\$10,000,000	\$8,700,722	\$1,299,278	87%	\$799,600	\$13,816,062	\$14,615,662	\$5,914,940	41.0%	0.09x	1.68x
Advent International GPE X	2022	4/28/2022	\$20,000,000	\$700,000	\$19,300,000	4%	--	\$404,310	\$404,310	--	-100.0%	--	0.58x
Astorg VII	2019	12/17/2018	\$8,631,923	\$7,770,216	\$861,707	90%	--	\$8,704,452	\$8,704,452	\$934,236	8.6%	--	1.12x
Astorg VIII	2022	2/1/2022	\$16,719,581	\$1,743,111	\$14,976,470	10%	--	\$1,423,888	\$1,423,888	--	-64.7%	--	0.82x
Battery Ventures XII	2018	2/1/2018	\$9,050,000	\$8,161,290	\$888,710	90%	\$4,614,992	\$21,854,151	\$26,469,143	\$18,307,853	43.9%	0.57x	3.24x
Battery Ventures XII Side Fund	2018	2/1/2018	\$5,050,000	\$4,772,755	\$277,245	95%	\$5,210,840	\$11,075,543	\$16,286,383	\$11,513,628	46.4%	1.09x	3.41x
Battery Ventures XIII	2020	2/11/2020	\$9,240,000	\$7,331,940	\$1,908,060	79%	--	\$10,072,058	\$10,072,058	\$2,740,118	25.9%	--	1.37x
Battery Ventures XIII Side Fund	2020	2/11/2020	\$6,160,000	\$4,918,144	\$1,241,856	80%	--	\$7,092,058	\$7,092,058	\$2,173,914	29.0%	--	1.44x
Battery Ventures XIV	2022	2/24/2022	\$10,000,000	\$400,000	\$9,600,000	4%	--	\$346,789	\$346,789	(\$53,211)	-51.5%	--	0.87x
Buenaventure One, LLC	2018	1/5/2018	\$240,099,750	\$130,720,590	\$109,379,160	54%	\$17,233,156	\$186,755,828	\$203,988,984	\$73,268,394	35.8%	0.13x	1.56x
CapVest Equity Partners IV	2019	7/11/2018	\$12,006,634	\$7,966,915	\$4,039,719	66%	--	\$9,268,567	\$9,268,567	\$1,301,652	13.8%	--	1.16x
CapVest Equity Partners V	2021	11/23/2021	\$16,835,149	--	\$16,835,149	--	--	(\$168,108)	(\$168,108)	--	-100.00%	--	--
Charlesbank Equity Fund X	2020	11/20/2020	\$24,000,000	\$8,185,865	\$15,814,135	34%	\$21,759	\$8,131,861	\$8,131,861	(\$54,004)	-0.6%	0x	0.99x
Charlesbank Equity Overage Fund X	2020	11/20/2020	\$6,000,000	\$3,577,421	\$2,422,579	60%	\$2,810	\$3,749,571	\$3,752,381	\$174,960	9.2%	0x	1.05x
Clearlake Capital Partners V	2017	12/22/2017	\$9,950,000	\$14,046,956	\$2,015,285	80%	\$17,480,527	\$13,349,558	\$30,830,085	\$16,736,971	47.3%	1.24x	2.19x
Clearlake Capital Partners VI	2020	1/2/2020	\$18,700,000	\$18,922,043	\$522,109	101%	\$1,566,382	\$27,015,263	\$28,581,645	\$9,659,602	36.8%	0.08x	1.51x
Clearlake Capital Partners VII	2021	9/17/2021	\$20,000,000	\$6,896,519	\$13,103,481	34%	\$487	\$6,595,452	\$6,595,939	(\$300,580)	-11.9%	0x	0.96x
CRV XVIII	2020	7/2/2020	\$15,000,000	\$11,887,500	\$3,112,500	79%	--	\$14,122,453	\$14,122,453	\$2,234,953	17.1%	--	1.19x
CRV XIX	2022	1/27/2022	\$10,000,000	\$1,075,000	\$8,925,000	11%	--	\$1,005,525	\$1,005,525	(\$69,475)	-23%	--	0.94x
CVC Capital Partners VIII	2020	5/22/2020	\$18,681,448	\$6,586,811	\$12,094,637	35%	--	\$6,401,464	\$6,401,464	(\$185,347)	-4.8%	--	0.97x
Drive Capital Fund II	2016	8/19/2016	\$15,000,000	\$14,946,053	\$57,157	100%	\$3,410,764	\$29,550,230	\$32,960,994	\$18,011,731	23.1%	--	2.21x
Drive Capital Fund III	2019	4/5/2019	\$7,500,000	\$6,104,940	\$1,395,060	81%	--	\$8,012,818	\$8,012,818	\$1,907,878	21.5%	--	1.31x
Drive Capital Fund IV	2021	12/27/2021	\$10,000,000	\$3,833,000	\$6,167,000	38%	--	\$3,683,079	\$3,683,079	(\$149,921)	-7.8%	--	0.96x
Drive Capital Overdrive Fund I	2019	4/5/2019	\$7,500,000	\$7,281,105	\$218,895	97%	\$12,492	\$13,950,989	\$13,963,481	\$6,682,376	32.8%	--	1.92x
Drive Capital Overdrive Fund II	2021	12/27/2021	\$10,000,000	\$2,715,599	\$7,284,401	27%	--	\$2,616,493	\$2,616,493	(\$99,106)	-8.0%	--	0.96x
ECI 11	2018	7/5/2018	\$9,524,071	\$7,720,670	\$1,803,401	81%	\$3,096,662	\$7,724,041	\$10,820,703	\$3,100,033	18.5%	0.4x	1.4x
ECI 12	2022	7/15/2022	\$18,252,599	--	\$18,252,599	--	--	--	--	--	--	--	--
Flexpoint Fund IV-A	2019	7/2/2019	\$10,650,000	\$6,105,377	\$4,544,623	57%	--	\$9,498,730	\$9,498,730	\$3,393,353	39.6%	--	1.56x
Flexpoint Overage Fund IV-A	2019	7/2/2019	\$3,550,000	\$2,271,591	\$1,278,409	64%	--	\$2,618,360	\$2,618,360	\$346,769	16.2%	--	1.15x
Genstar Capital Partners IX	2019	2/21/2019	\$7,500,000	\$7,054,546	\$924,285	94%	\$3,137,975	\$9,058,471	\$12,196,446	\$5,141,900	37.2%	0.44x	1.73x
Genstar Capital Partners IX Opportunities Program	2019	2/21/2019	\$2,500,000	\$2,121,367	\$428,041	85%	\$936,934	\$2,736,330	\$3,673,264	\$1,551,897	28.9%	--	1.73x
Genstar Capital Partners X	2021	4/1/2021	\$15,000,000	\$6,363,688	\$8,636,312	42%	--	\$6,360,219	\$6,360,219	(\$3,469)	-0.2%	--	1x

Ventura County Employees' Retirement Association

PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
GGV Capital VII	2019	8/15/2018	\$10,160,000	\$9,499,600	\$660,400	94%	\$69,608	\$14,028,994	\$14,098,602	\$4,599,002	18.5%	0.01x	1.49x
GGV Capital VII Plus	2019	8/15/2018	\$2,540,000	\$2,476,500	\$63,500	98%	--	\$3,087,972	\$3,087,972	\$611,472	10.1%	--	1.25x
GGV Capital VIII	2020	10/30/2020	\$9,180,000	\$4,498,200	\$4,681,800	49%	--	\$5,081,782	\$5,081,782	\$583,582	13.4%	--	1.13x
GGV Capital VIII Plus	2020	10/30/2020	\$2,295,000	\$1,021,275	\$1,273,725	45%	--	\$1,055,893	\$1,055,893	\$34,618	3.8%	--	1.03x
GGV Discovery II	2019	8/15/2018	\$2,100,000	\$1,953,000	\$147,000	93%	--	\$3,962,272	\$3,962,272	\$2,009,272	36.7%	--	2.03x
GGV Discovery III	2020	10/30/2020	\$3,825,000	\$1,663,875	\$2,161,125	44%	--	\$2,166,642	\$2,166,642	\$502,767	29.7%	--	1.3x
Great Hill Equity Partners VII	2019	6/28/2019	\$8,900,000	\$6,908,286	\$1,991,714	78%	\$2,458,521	\$7,088,413	\$9,546,934	\$2,638,648	121.1%	0.36x	1.38x
Great Hill Equity Partners VIII	2021	11/1/2021	\$25,000,000	--	\$25,000,000	--	--	(\$1,177,685)	(\$1,177,685)	--	-100.0%	--	--
Green Equity Investors VIII	2019	10/18/2019	\$15,000,000	\$13,070,155	\$1,943,976	87%	\$14,131	\$13,874,787	\$13,888,918	\$818,763	5.8%	0x	1.06x
Green Equity Investors IX	2022	3/1/2022	\$13,300,000	--	\$13,300,000	--	--	--	--	--	--	--	--
GTCR Fund XII	2017	9/29/2017	\$30,000,000	\$24,532,892	\$5,467,108	82%	\$12,846,870	\$32,368,902	\$45,215,772	\$20,682,880	29.6%	0.52x	1.84x
GTCR Fund XIII	2020	10/27/2020	\$30,000,000	\$10,995,000	\$19,005,000	37%	\$1,085,493	\$13,136,839	\$14,222,332	\$3,227,332	60.7%	0.1x	1.29x
GTCR Strategic Growth Fund I	2022	1/18/2022	\$10,000,000	\$313,000	\$9,687,000	3%	--	\$166,484	\$166,484	--	-100.0%	--	0.53x
HarbourVest - Dover Street VIII	2013	5/30/2013	\$67,500,000	\$62,184,954	\$5,400,000	92%	\$96,826,051	\$9,137,877	\$105,963,928	\$43,694,020	20.1%	1.56x	1.7x
HarbourVest - Dover Street IX	2016	12/16/2016	\$60,000,000	\$51,000,000	\$9,000,000	85%	\$50,863,557	\$41,650,789	\$92,514,346	\$41,514,346	25.6%	1x	1.81x
HarbourVest - Dover Street X	2019	5/31/2019	\$40,000,000	\$21,500,000	\$18,500,000	54%	\$6,934,400	\$26,797,326	\$33,731,726	\$12,231,726	51.8%	0.32x	1.57x
HarbourVest Partners Co-Investment IV	2017	6/2/2017	\$30,000,000	\$24,464,388	\$5,732,352	82%	\$22,418,445	\$24,398,250	\$46,816,695	\$22,352,307	17.9%	0.92x	1.91x
HarbourVest Partners Co-Investment V	2019	7/31/2018	\$35,000,000	\$27,125,000	\$7,875,000	78%	\$4,206,621	\$41,569,433	\$45,776,054	\$18,651,054	26.7%	0.16x	1.69x
HarbourVest Partners Co-Investment VI	2021	6/24/2021	\$35,000,000	\$5,250,000	\$29,750,000	15%	--	\$5,104,591	\$5,104,591	(\$145,409)	-9.6%	--	0.97x
Hellman & Friedman Capital Partners IX	2019	9/28/2018	\$19,800,000	\$20,080,385	\$768,872	101%	\$1,156,489	\$23,225,971	\$24,382,460	\$4,302,075	12.4%	0.06x	1.21x
Hellman & Friedman Capital Partners X	2021	5/10/2021	\$20,000,000	\$10,901,910	\$9,098,090	--	--	\$10,108,284	\$10,108,284	(\$793,626)	-10.0%	--	0.93x
Insight Venture Partners X	2017	10/13/2017	\$25,000,000	\$25,680,872	\$1,235,312	103%	\$10,857,572	\$50,907,751	\$61,765,323	\$36,084,451	31.1%	0.42x	2.41x
Jade Equity Investors II	2022	3/1/2022	\$6,700,000	--	\$6,700,000	--	--	--	--	--	--	--	--
Kinderhook Capital Fund 7	2022	1/28/2022	\$10,000,000	\$1,721,065	\$8,278,935	--	--	\$1,633,695	\$1,633,695	-\$87,370	-26.7%	--	0.95x
M/C Partners VIII	2019	4/2/2018	\$10,000,000	\$7,328,732	\$2,671,268	73%	\$929,368	\$8,050,392	\$8,979,760	\$1,651,028	13.3%	0.13x	1.23x
M/C Partners IX	2022	5/6/2022	\$10,000,000	--	\$10,000,000	--	--	--	--	--	--	--	--
Oak HC/FT Partners III	2019	7/31/2019	\$15,000,000	\$14,526,349	\$1,821,841	97%	\$1,348,190	\$24,040,786	\$25,388,976	\$10,862,627	35.8%	0.09x	1.75x
Oak HC/FT Partners IV	2021	2/17/2021	\$10,000,000	\$7,691,409	\$2,308,591	77%	--	\$8,429,587	\$8,429,587	\$738,178	10.8%	--	1.1x
Oak HC/FT Partners V	2022	5/11/2022	\$10,000,000	\$294,359	\$9,705,641	3%	--	\$290,956	\$290,956	(\$3,403)	-5.9%	--	0.99x
Pantheon Global Secondary Fund IV	2010	6/24/2010	\$15,000,000	\$9,960,000	\$2,040,000	66%	\$14,929,293	\$1,031,856	\$15,961,149	\$6,001,149	13.0%	1.5x	1.6x
Pantheon Global Secondary Fund V	2015	2/6/2015	\$50,000,000	\$38,616,509	\$11,383,491	77%	\$30,050,297	\$35,224,037	\$65,274,334	\$26,820,339	14.4%	0.78x	1.69x
Pantheon Global Secondary Fund VI	2018	2/24/2020	\$25,000,000	\$16,597,805	\$8,637,113	66%	\$3,223,046	\$25,337,639	\$28,560,685	\$11,962,880	34.5%	0.19x	1.72x
Pantheon Global Secondary Fund VII	2022	10/28/2021	\$25,000,000	\$3,341,803	\$21,658,197	13%	\$30,781	\$3,661,277	\$3,692,058	\$350,255	21.4%	0.01x	1.1x
Prairie Capital VII QP	2021	4/6/2021	\$10,800,000	\$3,672,000	\$7,128,000	34%	--	\$4,139,742	\$4,139,742	\$467,742	16.0%	--	1.13x
The Resolute Fund IV	2018	5/2/2018	\$20,000,000	\$20,911,435	\$2,760,006	105%	\$12,324,340	\$28,739,163	\$41,063,503	\$20,152,068	43.4%	0.59x	1.96x
Ridgmont Equity Partners IV	2021	10/29/2021	\$20,000,000	--	\$20,000,000	--	--	-\$52,112	-\$52,112	--	-100.0%	--	--
Riverside Micro-Cap Fund V	2018	8/21/2018	\$10,000,000	\$7,668,324	\$2,331,676	77%	--	\$10,560,846	\$10,560,846	\$2,892,522	18.3%	--	1.38x
Riverside Micro-Cap Fund VI	2021	8/26/2021	\$20,000,000	\$1,328,389	\$18,671,611	7%	--	\$343,843	\$343,843	--	-100.0%	--	0.26x
TA XIII	2019	5/2/2019	\$10,000,000	\$9,350,000	\$650,000	94%	\$3,650,000	\$11,858,401	\$15,508,401	\$6,158,401	38.7%	0.39x	1.66x
TA XIV	2021	5/27/2021	\$10,000,000	\$3,800,000	\$6,200,000	--	--	\$3,526,163	\$3,526,163	--	-11.7%	--	0.93x
Vitruvian Investment Partnership IV	2020	6/3/2020	\$19,502,390	\$12,374,480	\$7,127,910	63%	--	\$11,774,975	\$11,774,975	(\$599,505)	-7.4%	--	0.95x
Total VCERA Private Equity Program		5/21/2010	\$1,770,303,545	\$1,081,070,458	\$707,446,403	61%	\$575,960,981	\$1,251,917,488	\$1,827,878,469	\$746,808,011	19.9%	0.53x	1.69x



Ventura County Employees' Retirement Association

PRIVATE CREDIT LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Arbour Lane Credit Opp III A	2021	11/15/2021	\$30,000,000	\$12,662,011	\$17,337,989	42%	\$0	\$11,626,094	\$11,626,094	-\$1,035,917	-12.5%	0x	0.92x
Bain Capital Special Situations Asia Fund II	2021	7/26/2021	\$25,000,000	\$2,529,966	\$22,470,034	10%	\$0	\$2,765,141	\$2,765,141	\$0	9.5%	0x	1.09x
BlueBay Direct Lending III	2019	2/12/2019	\$25,000,000	\$16,105,933	\$8,894,067	64%	\$3,075,371	\$16,717,939	\$19,793,310	\$3,687,376	10.5%	0.19x	1.23x
Bridge Debt Strategies III	2019	12/20/2019	\$25,000,000	\$24,072,665	\$927,335	96%	\$9,173,693	\$16,556,813	\$25,730,507	\$1,657,842	0.0%	0.38x	1.07x
Bridge Debt Strategies Fund IV	2021	7/26/2021	\$25,000,000	\$18,401,101	\$6,598,899	74%	\$3,379,815	\$15,893,383	\$19,273,199	\$872,097	5.1%	0.18x	1.05x
Crayhill Principal Strategies II	2021	4/23/2021	\$25,000,000	\$15,384,509	\$9,615,491	62%	\$6,639,145	\$9,336,690	\$15,975,835	\$591,326	0.0%	0.43x	1.04x
Crescent Cove Opportunity Fund LP	2022	5/20/2022	\$25,000,000	\$12,500,000	\$12,500,000	50%	\$0	\$12,410,463	\$12,410,463	-\$89,538	0.0%	0x	0.99x
Cross Ocean USD ESS Fund IV	2021	6/21/2021	\$25,000,000	\$10,391,729	\$14,608,271	42%	\$0	\$10,781,870	\$10,781,870	\$390,141	7.4%	0x	1.04x
CVI Credit Value Fund IV	2017	12/31/2017	\$30,000,000	\$33,600,000	-\$3,600,000	112%	\$12,128,185	\$29,168,022	\$41,296,207	\$7,696,207	7.7%	0.36x	1.23x
CVI Credit Value Fund V	2021	3/29/2021	\$30,000,000	\$13,674,333	\$16,325,667	46%	\$1,618	\$14,051,682	\$14,053,300	\$378,967	0.0%	0x	1.03x
Harbourvest Direct Lending L	2021	6/21/2021	\$25,000,000	\$18,974,922	\$6,025,078	76%	\$641,229	\$17,919,140	\$18,560,369	-\$414,553	-3.6%	0.03x	0.98x
Monroe Capital Private Credit Fund III	2018	9/5/2018	\$25,000,000	\$21,253,151	\$3,746,849	85%	\$7,177,898	\$21,714,096	\$28,891,994	\$7,638,843	11.8%	0.34x	1.36x
Monroe Capital Private Credit Fund IV	2022	1/10/2022	\$30,000,000	\$24,172,755	\$5,827,245	81%	\$7,064,781	\$17,677,191	\$24,741,972	\$569,217	3.2%	0.29x	1.02x
PIMCO Corporate Opportunities Fund III	2020	1/26/2020	\$50,000,000	\$45,000,000	\$5,000,000	90%	\$126,148	\$49,003,234	\$49,129,382	\$4,129,382	9.3%	0x	1.09x
PIMCO Private Income Fund	2019	3/25/2019	\$55,000,000	\$55,000,000	\$0	100%	\$22,651	\$71,777,987	\$71,800,638	\$16,800,638	11.1%	0x	1.31x
Torchlight Debt Fund VII	2021	1/25/2021	\$25,000,000	\$13,765,285	\$11,234,715	55%	\$1,265,285	\$13,002,863	\$14,268,148	\$502,863	4.7%	0.09x	1.04x
Total VCERA Private Credit Program			\$475,000,000	\$337,488,361	\$137,511,639	71%	\$50,695,819	\$330,402,607	\$381,098,426	\$43,374,890	8.4%	0.15x	1.13x



Ventura County Employees' Retirement Association

PRIVATE REAL ASSETS LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ₁	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	Since Inception		
											IRR	Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Brookfield Infrastructure Fund IV, LP	2019	10/21/2019	\$50,000,000	\$46,461,990	\$3,538,010	93%	\$8,312,802	\$44,282,160	\$52,594,961	\$6,132,971	11.9%	0.18x	1.13x
Harbourvest Real Assets Fund IV, LP	2019	7/15/2019	\$100,000,000	\$52,052,632	\$47,947,368	52%	\$9,317,655	\$61,192,328	\$70,509,983	\$18,457,351	65.2%	0.18x	1.35x
<i>Total VCERA Private Real Assets Program</i>			<i>\$150,000,000</i>	<i>\$98,514,622</i>	<i>\$51,485,378</i>	<i>66%</i>	<i>\$17,630,457</i>	<i>\$105,474,488</i>	<i>\$123,104,945</i>	<i>\$24,590,322</i>	<i>24.8%</i>	<i>0.18x</i>	<i>1.25x</i>

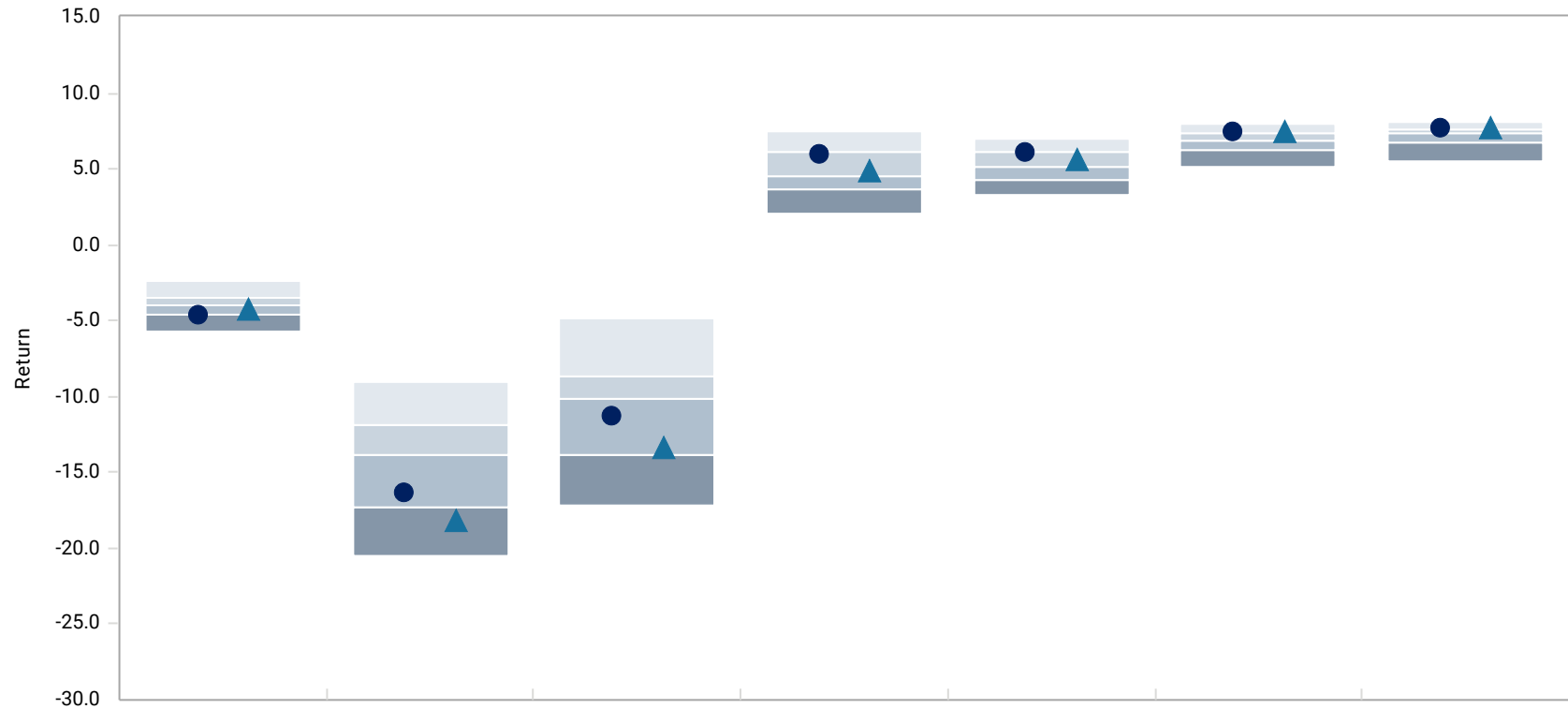
Ventura County Employees' Retirement Association

PRIVATE REAL ESTATE LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Alterra IOS Venture II LP	2022	4/7/2022	\$35,000,000	\$8,527,540	\$26,472,460	24%	\$0	\$8,186,566	\$8,186,566	-\$340,974	-6.3%	0x	0.96x
LaSalle Income & Growth Fund VIII, LP	2019	2/26/2020	\$100,000,000	\$59,185,532	\$42,405,106	59%	\$21,026,361	\$48,096,622	\$69,122,983	\$9,937,451	18.0%	0.36x	1.17x
Total VCERA Private Real Estate Program			\$135,000,000	\$67,713,072	\$68,877,566	50%	\$21,026,361	\$56,283,188	\$77,309,549	\$9,596,478	16.8%	0.31x	1.14x

TOTAL FUND RETURN SUMMARY VS. PEER UNIVERSE

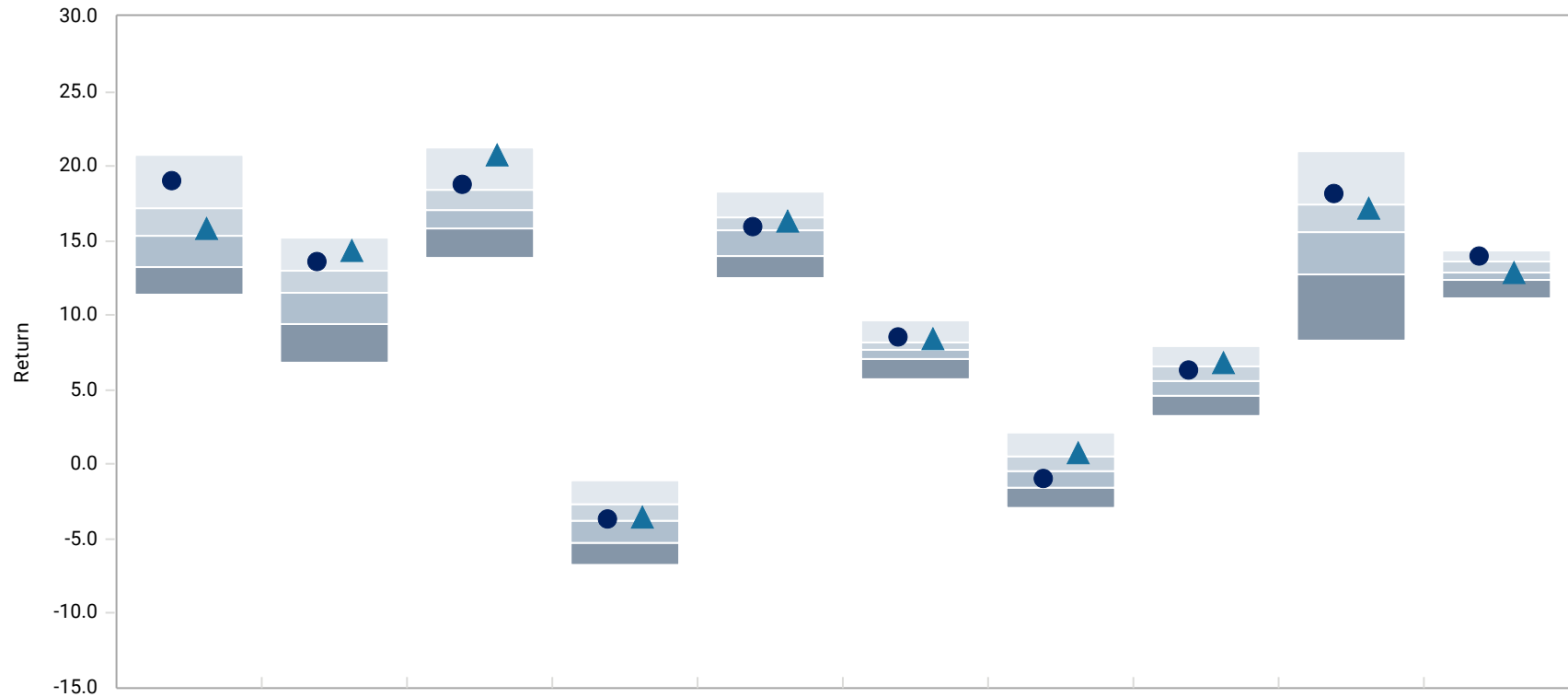
Total Fund vs. InvMetrics Public DB > \$1 Billion



	3 Mo	YTD	1 Year	3 Years	5 Years	10 Years	Inception
● Total Fund	-4.6 (77)	-16.3 (69)	-11.2 (58)	6.0 (28)	6.2 (23)	7.5 (17)	7.8 (17)
▲ Policy Index	-4.3 (64)	-18.1 (81)	-13.4 (71)	4.8 (49)	5.6 (32)	7.4 (21)	7.7 (18)
5th Percentile	-2.4	-9.0	-4.8	7.5	7.0	7.9	8.1
1st Quartile	-3.4	-11.8	-8.7	6.2	6.1	7.4	7.6
Median	-3.9	-13.9	-10.1	4.6	5.1	6.8	7.3
3rd Quartile	-4.6	-17.3	-13.8	3.7	4.2	6.2	6.8
95th Percentile	-5.7	-20.5	-17.1	2.0	3.2	5.1	5.5
Population	60	60	59	57	56	52	27

TOTAL FUND RETURN SUMMARY VS. PEER UNIVERSE

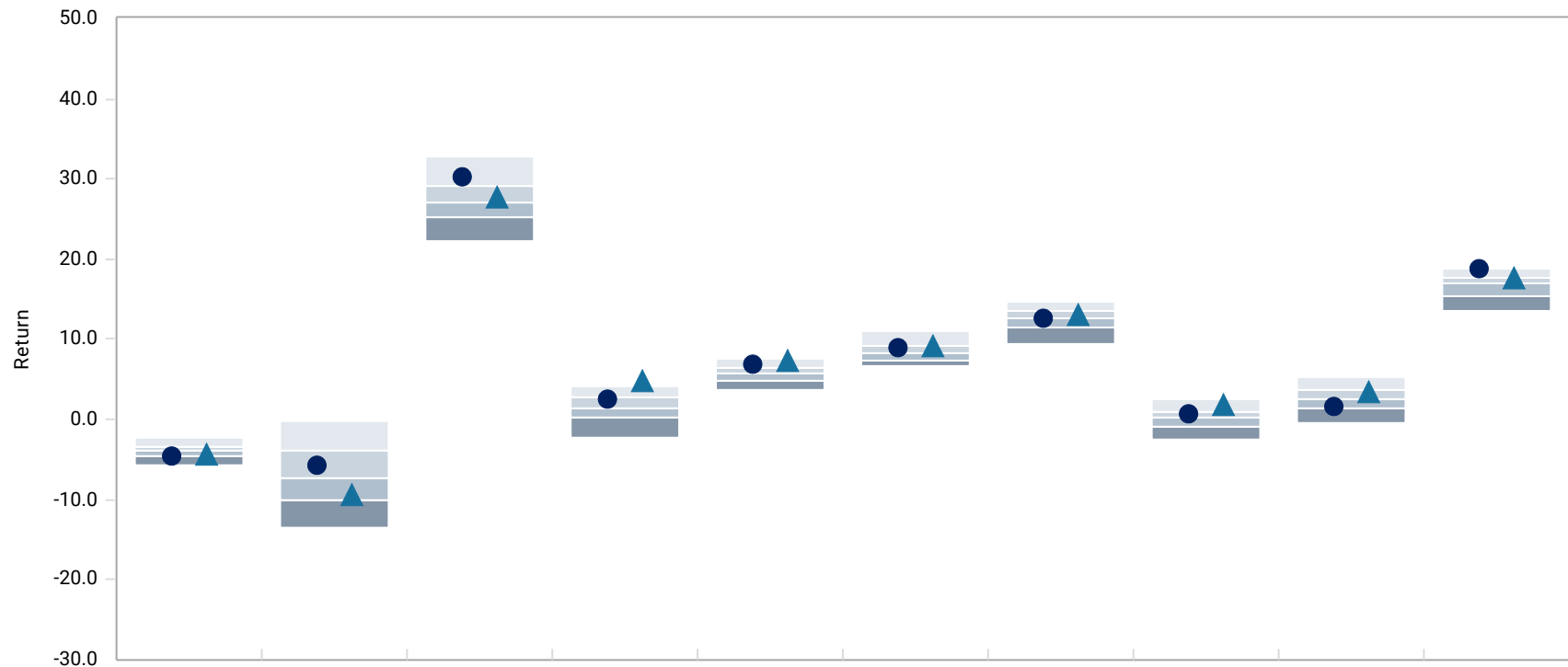
Total Fund vs. InvMetrics Public DB > \$1 Billion



	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
● Total Fund	19.1 (10)	13.6 (14)	18.7 (21)	-3.6 (48)	16.0 (41)	8.6 (19)	-0.9 (63)	6.3 (33)	18.1 (19)	14.0 (15)
▲ Policy Index	15.8 (45)	14.4 (10)	20.7 (7)	-3.6 (47)	16.3 (29)	8.4 (21)	0.8 (21)	6.8 (21)	17.2 (29)	12.9 (48)
5th Percentile	20.7	15.2	21.2	-1.0	18.3	9.7	2.1	8.0	21.0	14.3
1st Quartile	17.2	13.0	18.4	-2.7	16.5	8.2	0.6	6.6	17.5	13.6
Median	15.3	11.5	17.1	-3.7	15.7	7.6	-0.5	5.6	15.6	12.8
3rd Quartile	13.2	9.4	15.8	-5.3	14.0	7.1	-1.6	4.6	12.8	12.4
95th Percentile	11.4	6.9	13.9	-6.7	12.5	5.7	-2.9	3.3	8.3	11.1
Population	129	147	130	110	120	117	112	112	106	94

TOTAL FUND RETURN SUMMARY VS. PEER UNIVERSE

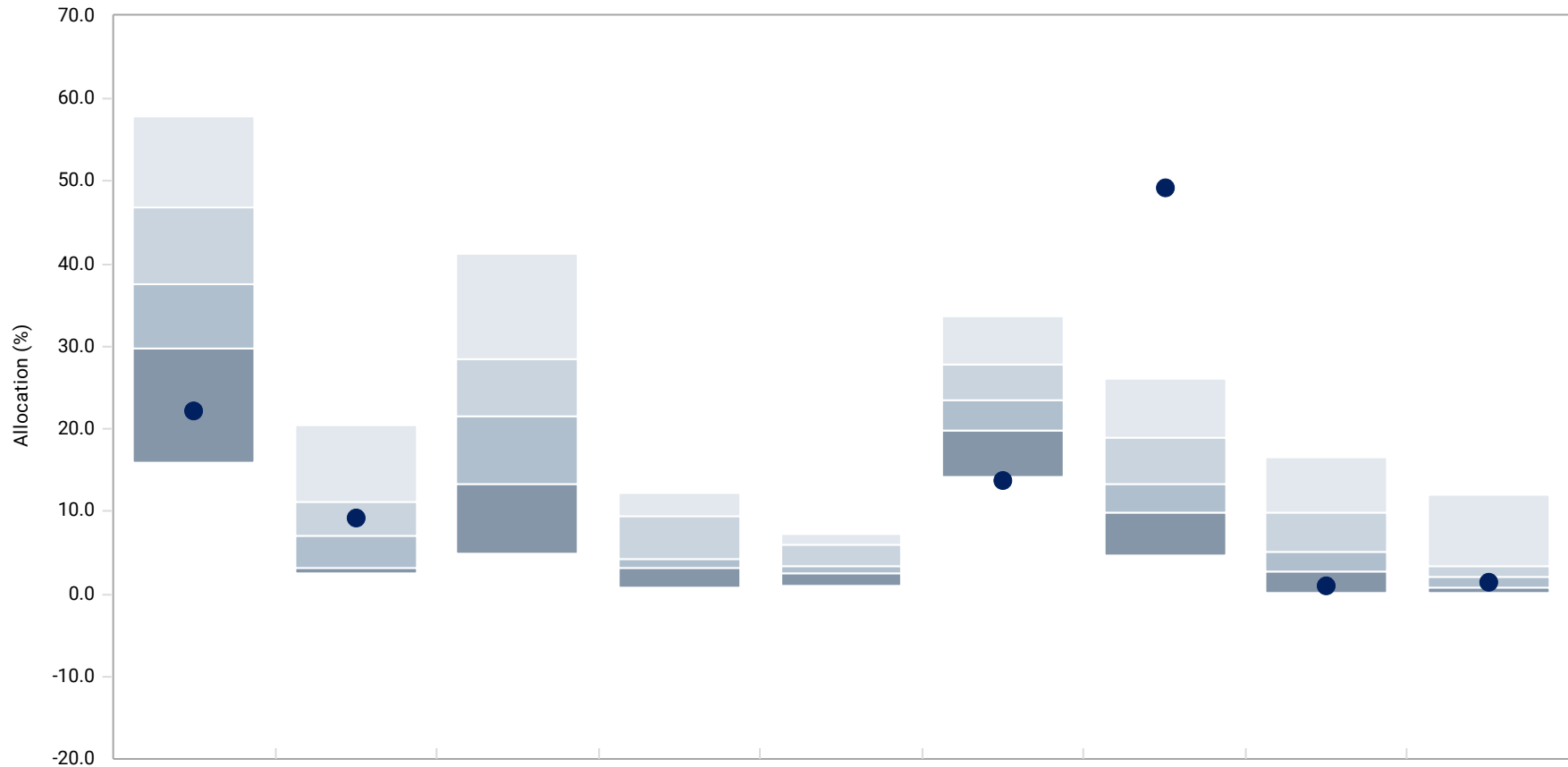
Total Fund vs. InvMetrics Public DB > \$1 Billion



	FYTD	Fiscal 2021	Fiscal 2020	Fiscal 2019	Fiscal 2018	Fiscal 2017	Fiscal 2016	Fiscal 2015	Fiscal 2014	Fiscal 2013
● Total Fund	-4.6 (77)	-5.8 (40)	30.3 (19)	2.5 (32)	7.0 (13)	8.9 (31)	12.6 (47)	0.8 (34)	1.7 (70)	18.8 (5)
▲ Policy Index	-4.3 (64)	-9.4 (72)	27.8 (39)	4.8 (1)	7.4 (8)	9.2 (21)	13.1 (36)	1.8 (8)	3.4 (31)	17.7 (26)
5th Percentile	-2.4	-0.2	32.9	4.2	7.7	11.0	14.8	2.6	5.3	18.8
1st Quartile	-3.4	-4.0	29.1	2.9	6.5	9.1	13.5	0.9	3.6	17.8
Median	-3.9	-7.2	27.0	1.3	5.7	8.2	12.6	0.2	2.5	17.0
3rd Quartile	-4.6	-10.1	25.3	0.3	4.8	7.4	11.4	-0.9	1.5	15.5
95th Percentile	-5.7	-13.5	22.2	-2.1	3.7	6.7	9.5	-2.5	-0.4	13.6
Population	60	107	145	133	107	85	82	78	76	69

TOTAL FUND ALLOCATIONS VS. PEER UNIVERSE

Total Fund Allocation vs. InvMetrics Public DB > \$1 Billion



	Total Equity	Global Equity	US Equity	Dev'd ex-US Equity	Emg Mkt Equity	Total Fixed Income	Private Equity	Real Assets/Commod	Cash & Equivalents
● Total Fund	22.1 (85)	9.2 (28)				13.6 (96)	49.3 (1)	0.9 (91)	1.3 (65)
5th Percentile	57.9	20.4	41.1	12.2	7.3	33.6	26.1	16.5	12.0
1st Quartile	46.8	11.2	28.5	9.5	5.9	27.8	19.1	9.8	3.3
Median	37.5	7.0	21.5	4.2	3.4	23.5	13.4	5.1	2.1
3rd Quartile	29.8	3.2	13.4	3.2	2.6	19.8	9.8	2.7	0.7
95th Percentile	16.0	2.6	4.8	0.8	1.0	14.1	4.7	0.2	0.2
Population	67	18	64	16	27	60	39	31	43

MANAGER DUE DILIGENCE

DUE DILIGENCE MONITOR

The items below summarize the recent quarter's performance and any changes or announcements from the Plan's managers/products. A "-" indicates there were no material announcements. A "Yes" indicates there was an announcement and a brief summary is provided on the following pages. NEPC's Due Diligence Committee meets every two weeks to review events as they relate to investment managers and determine if any action should be taken (by NEPC and/or by our clients). Events are rated: No Action, Watch, Hold, Client Review or Terminate. NEPC's recommendation in view of the recent quarter's developments (performance, manager events, and any of the longer-term trending data) is refreshed quarterly.

Investment Options	Performance (Recent Quarter)	Changes/ Announcements (Recent Quarter)	Comments
Western U.S. Index Plus	-	-	
BlackRock Russell 1000 Index	-	-	
BlackRock Russell 2500 Index	-	-	
BlackRock MSCI ACWI ex-U.S. Index	-	-	
Sprucegrove	-	-	
Walter Scott	-	-	
BlackRock MSCI ACWI Index	-	-	
Adams Street	N/A	-	
HarbourVest	N/A	-	
Pantheon	N/A	-	
Drive	N/A	-	
Abbott Secondary Opps.	N/A	-	
Carval Credit Value	N/A	-	
PIMCO PIF	N/A	-	
Bridge Debt Strategies	N/A	-	
BlackRock U.S. Debt Fund	Bottom Quartile	-	
Western	Bottom Quartile	-	
Reams	-	-	

DUE DILIGENCE MONITOR

Investment Options	Performance (Recent Quarter)	Changes/ Announcements (Recent Quarter)	Comments
Loomis Sayles Strategic Alpha	-	-	
Loomis Sayles Multi-Sector Full Discretion	-	-	
Reams 10-Year Treasuries	N/A	-	
Monroe	N/A	-	
BlueBay	N/A	-	
Prudential	N/A	-	
UBS	N/A	-	
Bridgewater	N/A	-	
Tortoise	N/A	-	
Parametric/Clifton	N/A	-	

NEPC Due Diligence Committee Recommendation Key

No Action	Informational items have surfaced; no action is recommended.
Watch	Issues have surfaced to be concerned over; manager can participate in future searches, but current and prospective clients must be made aware of the issues.
Hold	Serious issues have surfaced to be concerned over; manager cannot participate in future searches unless a client specifically requests, but current and prospective clients must be made aware of the issues.
Client Review	Very serious issues have surfaced with an Investment Manager; manager cannot participate in future searches unless a client specifically requests. Current clients must be advised to review the manager.
Terminate	We have lost all confidence in the product; manager would not be recommended for searches and clients would be discouraged from using. The manager cannot participate in future searches unless a client specifically requests. Current clients must be advised to replace the manager.

INVESTMENT GUIDELINES

- **Blackrock Russell 1000 Index Fund**

- The Blackrock Russell 1000 Index Fund shall be invested and reinvested primarily in a portfolio of Equity Securities with the objective of approximating as closely as practicable the capitalization weighted total rate of return of the Russell 1000 Index (large cap companies).

- **Blackrock Russell 2500 Index Fund**

- The Blackrock Russell 2500 Index Fund shall be invested and reinvested primarily in a portfolio of Equity Securities with the objective of approximating as closely as practicable the capitalization weighted total rate of return of the Russell 2500 Index (mid and small cap companies).

- **Western Asset Management Index Plus Separate Account**

- The objective of the Portfolio is to maximize the long term total return in the Portfolio while providing a core domestic equity exposure to the Standard & Poor's ("S&P") 500 Index and managing Portfolio risk. The Manager shall aim to exceed the total return of the S&P 500 index with all dividends reinvested in the index by 75 basis points on an annualized basis over a full market cycle.

- **Blackrock MSCI ACWI ex-U.S. IMI Index Fund**

- The BlackRock MSCI ACWI ex-U.S. IMI Index Fund shall be invested and reinvested in a portfolio of International Equity Securities whose total rates of return will approximate as closely as practicable the capitalization-weighted total rates of return of the equity markets of selected non-U.S. developed and emerging countries.

- **Blackrock MSCI ACWI Equity Index Fund**

- The BlackRock MSCI ACWI Equity Index Fund shall be invested and reinvested primarily in a portfolio of U.S. Equity Securities and International Equity Securities with the objective of approximating as closely as practicable the capitalization-weighted total rates of return of the equity markets of the U.S, non- U.S. developed and emerging countries.

INVESTMENT GUIDELINES

- **Sprucegrove U.S. International Pooled Fund**

- The Fund seeks to maximize the long-term rate of return while seeking to preserve investment capital by investing primarily in equity and quasi-equity securities of companies with more value characteristics located in developed markets in the Europe, Australasia and the Far East ("EAFE") Index and to outperform the index, net of fees and achieve a high ranking relative to similar funds over a full market cycle.

- **Walter Scott & Partners International Fund**

- The Fund will invest in equity securities that meet certain quantitative and qualitative investment criteria and will seek long-term capital appreciation. The Fund will tend to focus on those industries or sectors with more growth characteristics and experiencing upper quartile economic growth and may avoid industries which are in secular economic decline. The Fund seeks to outperform the MSCI Europe, Australasia and the Far East ("EAFE") Index net of fees, and achieve a high ranking relative to similar funds over a full market cycle.

- **Blackrock U.S. Debt Index Fund**

- The U.S. Debt Index Fund shall be invested and reinvested primarily in a portfolio of Debt Securities with the objective of approximating as closely as practicable the total rate of return of the market for Debt Securities as defined by the Bloomberg Barclays U.S. Aggregate Bond Index.

- **Western Asset Management Core Plus Fixed Income Separate Account**

- The objective of the Portfolio is to provide above-average total return in a manner that is consistent with the typical rate-of-return volatility exhibited by broad market fixed income portfolios. The Fund will seek to outperform the Bloomberg Barclays U.S. Aggregate Index, net of fees, over a full market cycle.

- **Reams Unconstrained Fixed Income Separate Account**

- The Portfolio will be broadly diversified across markets, sectors, securities, and maturities in a manner consistent with accepted standards of prudence. The objective of the Portfolio is to maximize risk-adjusted total return by systematically pursuing relative value opportunities throughout all sectors of the fixed income market. The Portfolio will seek returns in excess of the Bloomberg/Barclays U.S. Aggregate Bond Index and/or the three month London Interbank Offered Rate ("LIBOR") in U.S. dollars plus 3% net of fees with an expected risk volatility goal of approximately 4 to 6% over a full market cycle.

INVESTMENT GUIDELINES

- **Loomis, Sayles & Company Multisector Full Discretion Separate Account**

- The fixed income portfolio should be broadly diversified across markets, sectors, securities, and maturities in a manner consistent with accepted standards of prudence. The objective of the Portfolio is to provide above-average total return in a manner that is consistent with the typical rate-of-return volatility exhibited by broad market fixed income portfolios. The return of the Manager should exceed that of the custom benchmark (30% of the rate of return of the Citigroup High-Yield Index, 5% of the rate of return of the J.P. Morgan Non-U.S. Hedged Bond Index and 65% of the rate of return of the Bloomberg Barclays U.S. Aggregate Bond Index), net of fees, over a full market cycle.

- **Loomis, Sayles & Company Strategic Alpha Fund**

- The objective of the Fund is to provide absolute returns in excess of the Bloomberg/Barclays U.S Aggregate Bond Index and/or the three month London Interbank Offered Rate (“LIBOR”) in U.S. dollars plus 3% net of fees with an expected risk volatility goal of approximately 4 to 6% over a full market cycle.

- **Reams 10-Year Treasuries**

- The portfolio shall be invested in 10-Year U.S. Treasury Debt Securities with the objective of returning the rate of return on a 10-Year U.S. Treasury Debt Security.

- **Bridgewater Associates All Weather Portfolio**

- The investment objective of the Fund is to seek to provide attractive returns with relatively limited risks, with no material bias to perform better or worse in any particular type of economic environment. In other words, the portfolio seeks to perform approximately as well in rising or falling inflation periods, or in periods of strong or weak economic growth. To achieve this objective, the Fund holds investments in different asset classes that have different biases to economic conditions. The Manager will seek to outperform the CPI + 4% (Unadjusted) benchmark net of fees over a full market cycle.

- **Tortoise Energy Infrastructure Master Limited Partnership**

- The Manager will invest in master limited partnerships with an investment approach that emphasizes a long-term, buy-and-hold philosophy with low turnover in an effort to achieve a portfolio characterized by high current income, high growth and low volatility. The Manager invests primarily in long-haul pipelines and gathering & processing pipelines. The Manager will seek to outperform the Wells Fargo MLP Index net of fees over a full market cycle.

INVESTMENT GUIDELINES

- **PGIM Real Estate Property Investment Separate Account**

- PRISA is a broadly diversified equity real estate portfolio that invests primarily in existing, incomeproducing properties with strong cash flow that is expected to increase over time and thereby provide the potential for capital appreciation. The Fund's performance objective is to produce a total return each year that meets or exceeds the National Council of Real Estate Investment Fiduciaries Fund Index – Open-End Diversified Core Equity ("NCREIF-ODCE") net of fees, while maintaining the benefits of a broadly diversified, core real estate portfolio.

- **UBS Realty Investors Trumbull Property Fund**

- The Fund seeks to provide investors with strategic market access to high-quality private commercial real estate with the financial objective of providing superior risk-adjusted returns across the real estate cycles. Maximize the quality and growth of the Fund's income by acquiring and aggressively managing high quality assets in major US metropolitan markets to minimize risk through diversification by property type, geographic location and economic sector. The Fund's performance objective is to outperform the National Council of Real Estate Investment Fiduciaries Fund Index – Open-End Diversified Core Equity ("NCREIF-ODCE") index net of fees, and a 5% real rate of return (inflation-adjusted return) over a full market cycle.

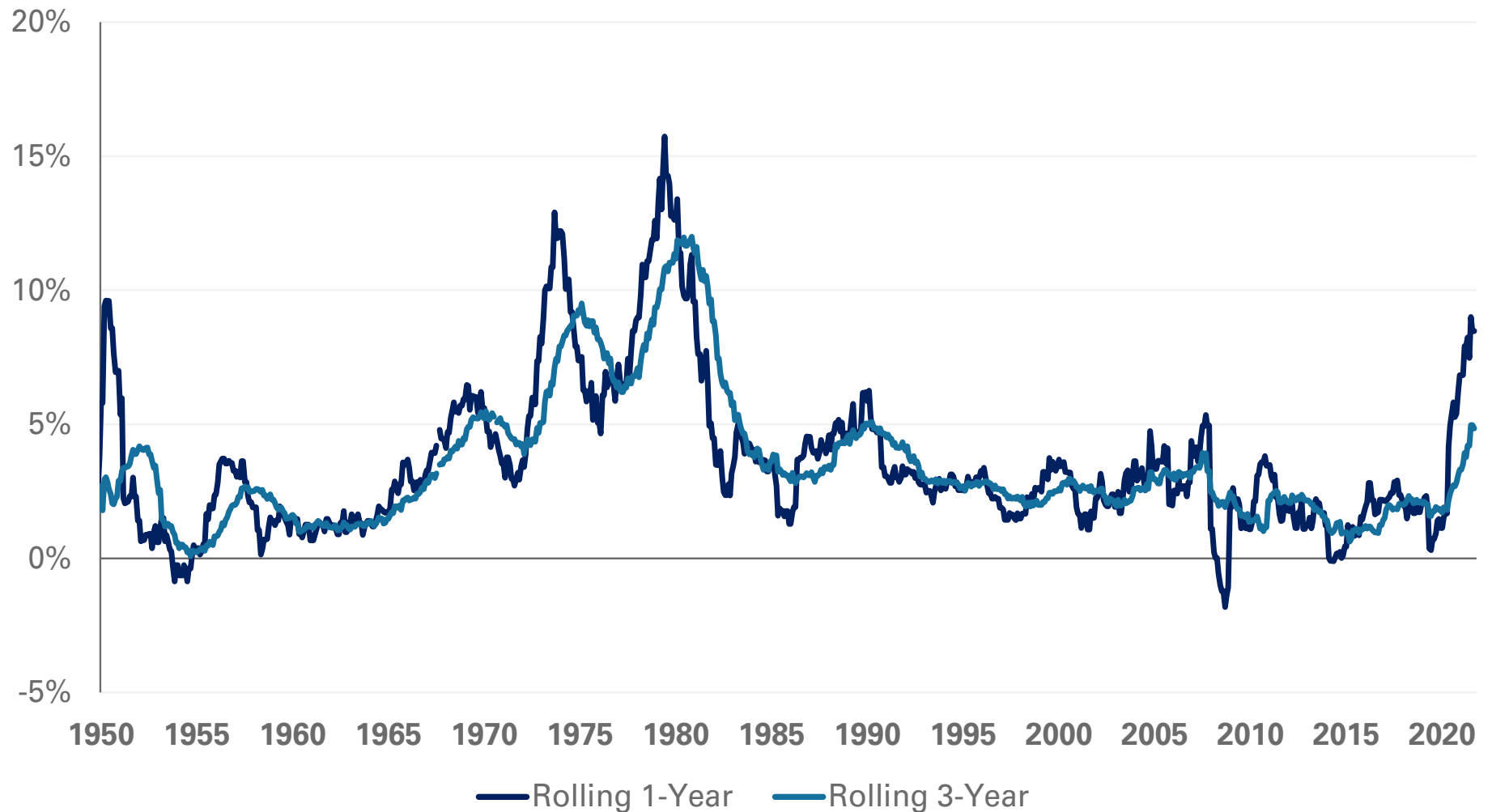
APPENDIX



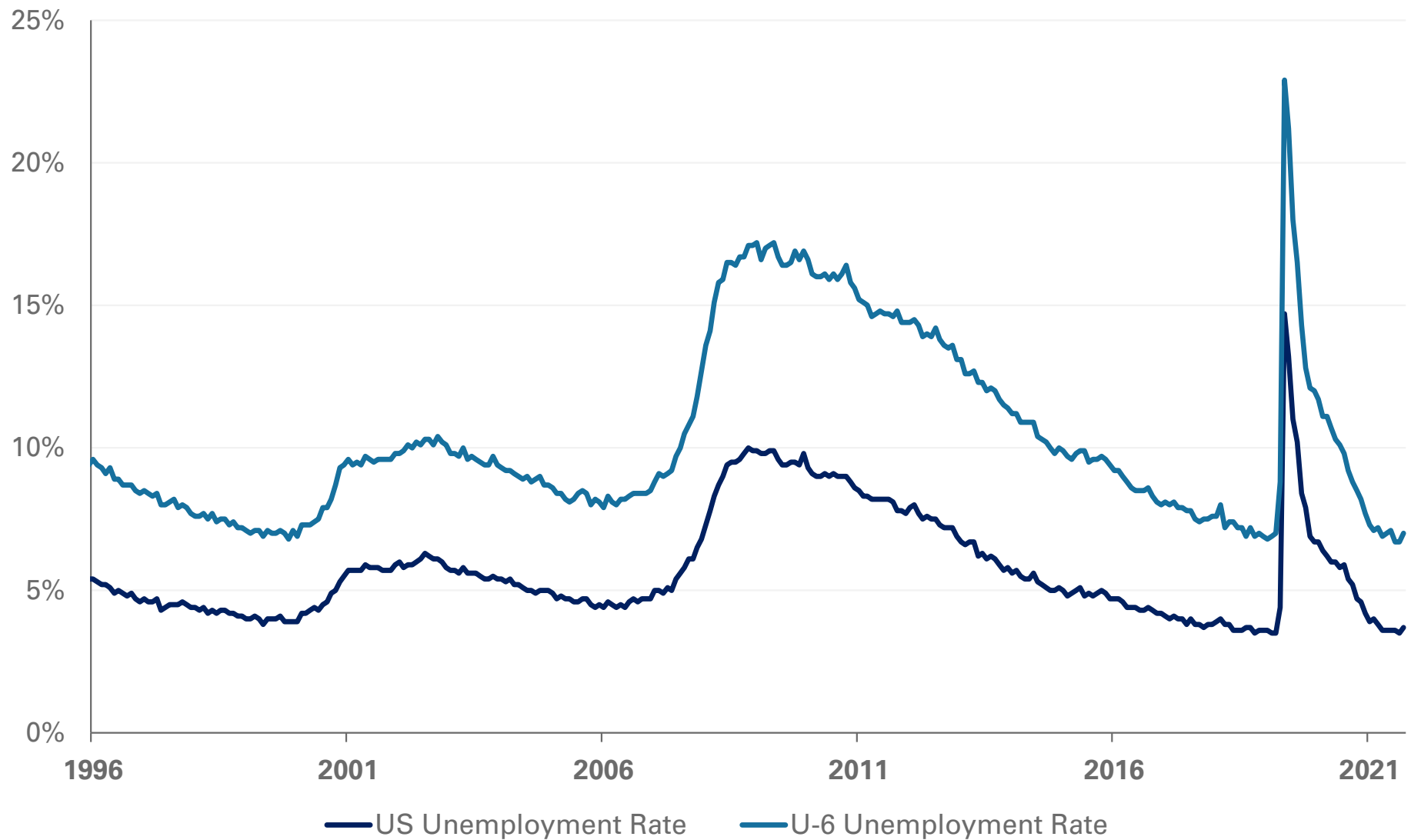
MACRO

INFLATION

U.S. CONSUMER PRICE INDEX

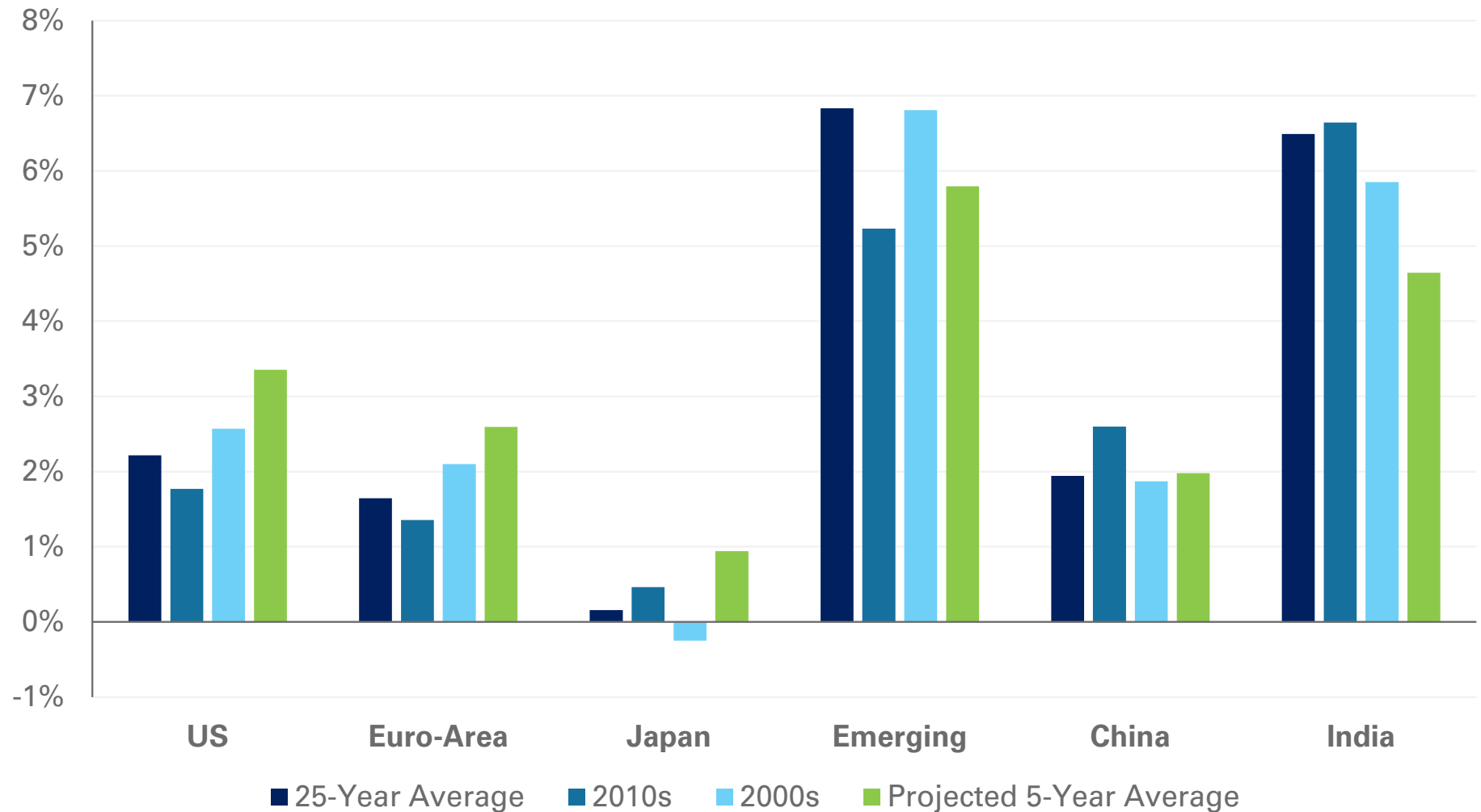


U.S. UNEMPLOYMENT RATES

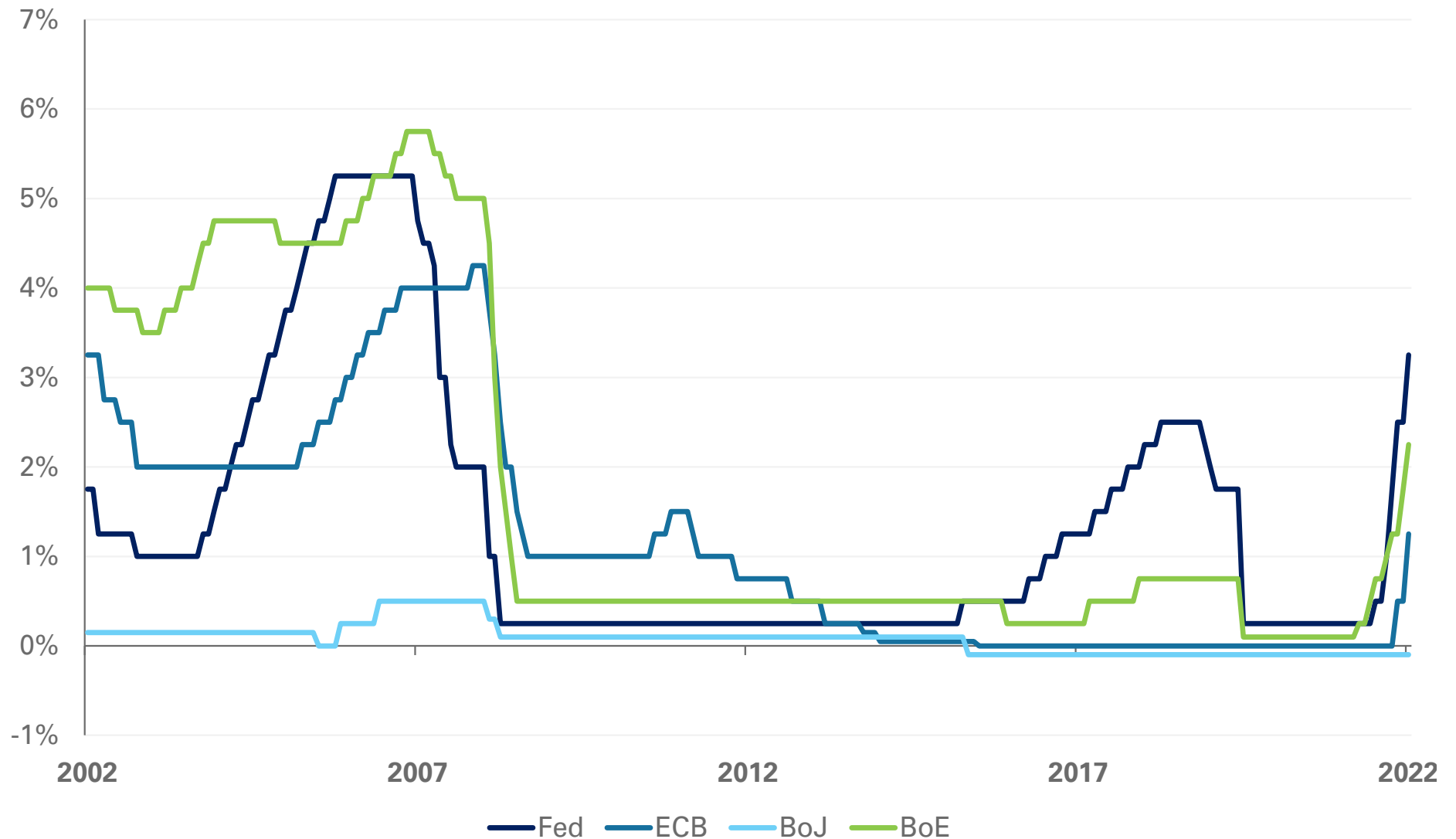


HISTORICAL INFLATION

IMF PROJECTIONS

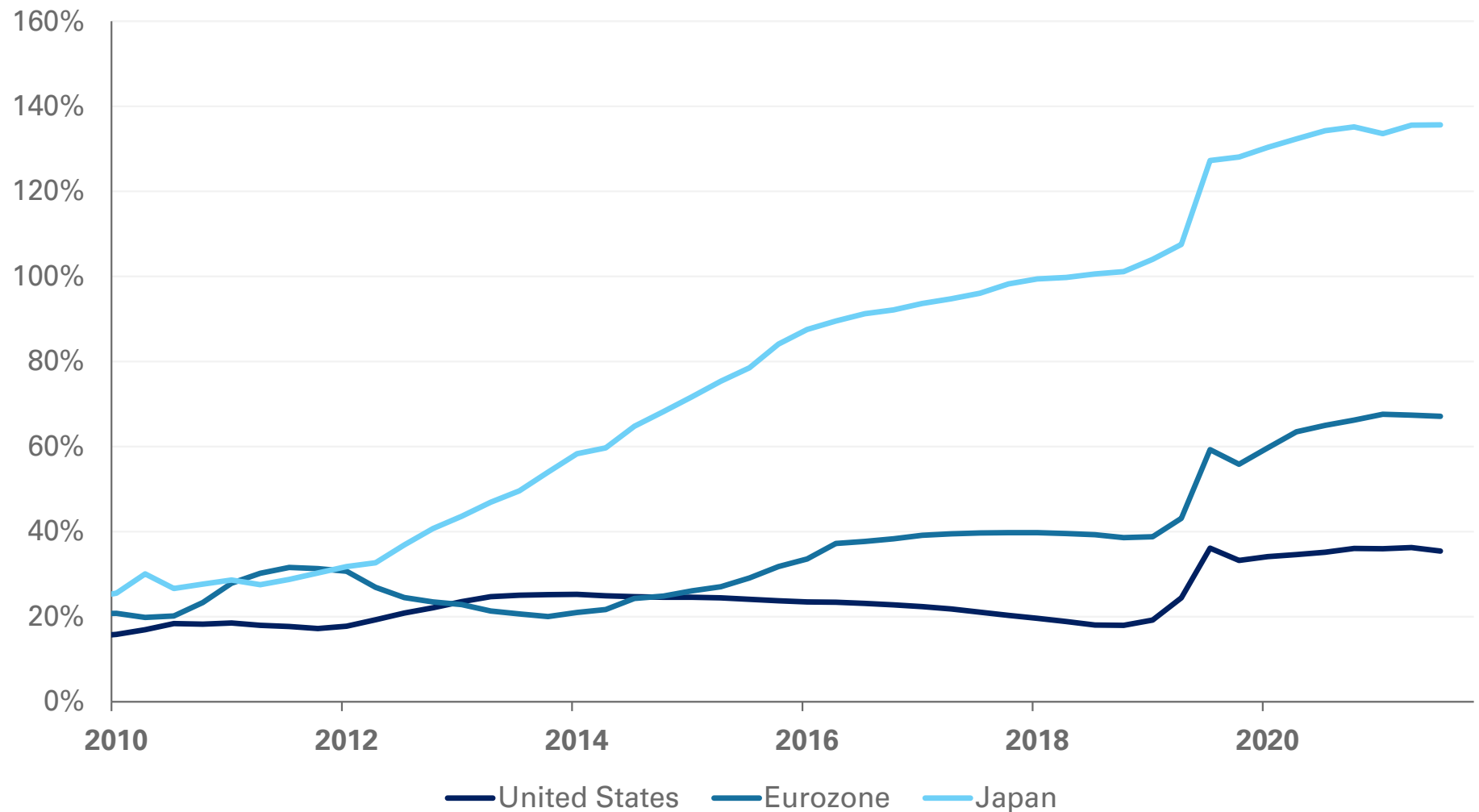


CENTRAL BANK POLICY RATES



CENTRAL BANK BALANCE SHEETS

AS A PERCENTAGE OF GDP



CURRENCIES

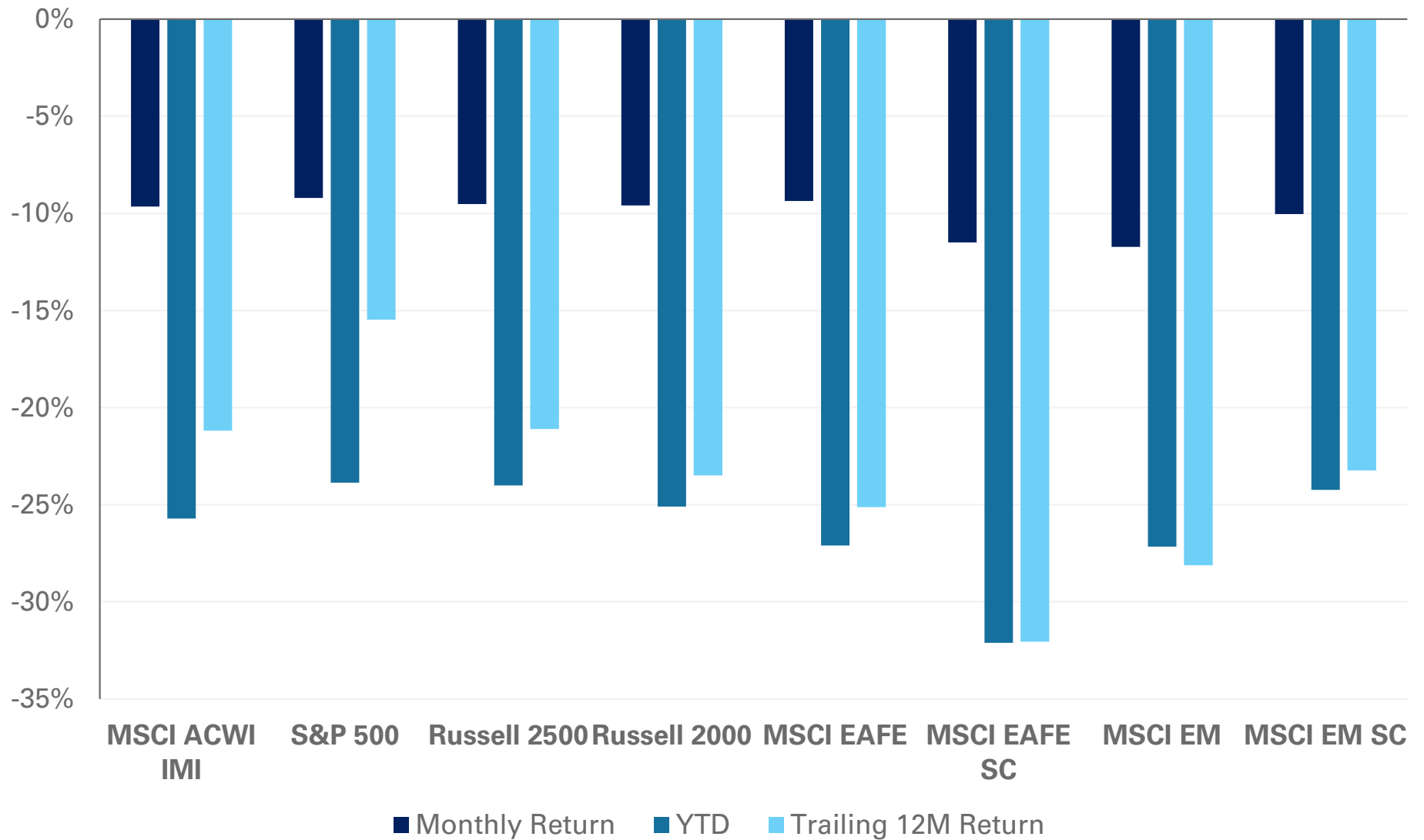
RELATIVE TO THE U.S. DOLLAR

Currencies	Spot	1 Month	YTD	1 Year
Euro	0.98	-2.6%	-13.9%	-15.5%
British Pound	1.12	-4.1%	-17.6%	-17.2%
Japanese Yen	144.75	-4.2%	-20.4%	-22.9%
Swiss Franc	0.98	-0.8%	-7.4%	-5.2%
Australian Dollar	0.64	-6.2%	-11.6%	-11.0%
New Zealand Dollar	1.77	-7.7%	-17.4%	-18.0%
Canadian Dollar	1.37	-4.7%	-8.1%	-7.8%
Chinese Yuan	7.09	-2.8%	-10.1%	-8.9%
Taiwanese Dollar	31.75	-4.1%	-12.9%	-12.2%
Korean Won	1431	-6.5%	-16.9%	-17.2%
Vietnamese Dong	23865	-1.8%	-4.5%	-4.6%
Thai Baht	37.72	-3.3%	-11.4%	-10.3%
Philippines Peso	58.63	-4.2%	-13.0%	-13.0%
Indian Rupee	81.35	-2.3%	-8.6%	-8.8%
Russian Ruble	61.13	-0.8%	22.7%	19.1%
Mexican Peso	20.11	0.0%	1.8%	2.2%
Brazilian Real	5.41	-4.2%	3.0%	0.7%
Chilean Peso	0.03	-5.8%	-1.7%	-3.9%
Argentine Peso	147.32	-5.8%	-30.3%	-33.0%
South African Rand	17.97	-5.2%	-11.2%	-16.3%

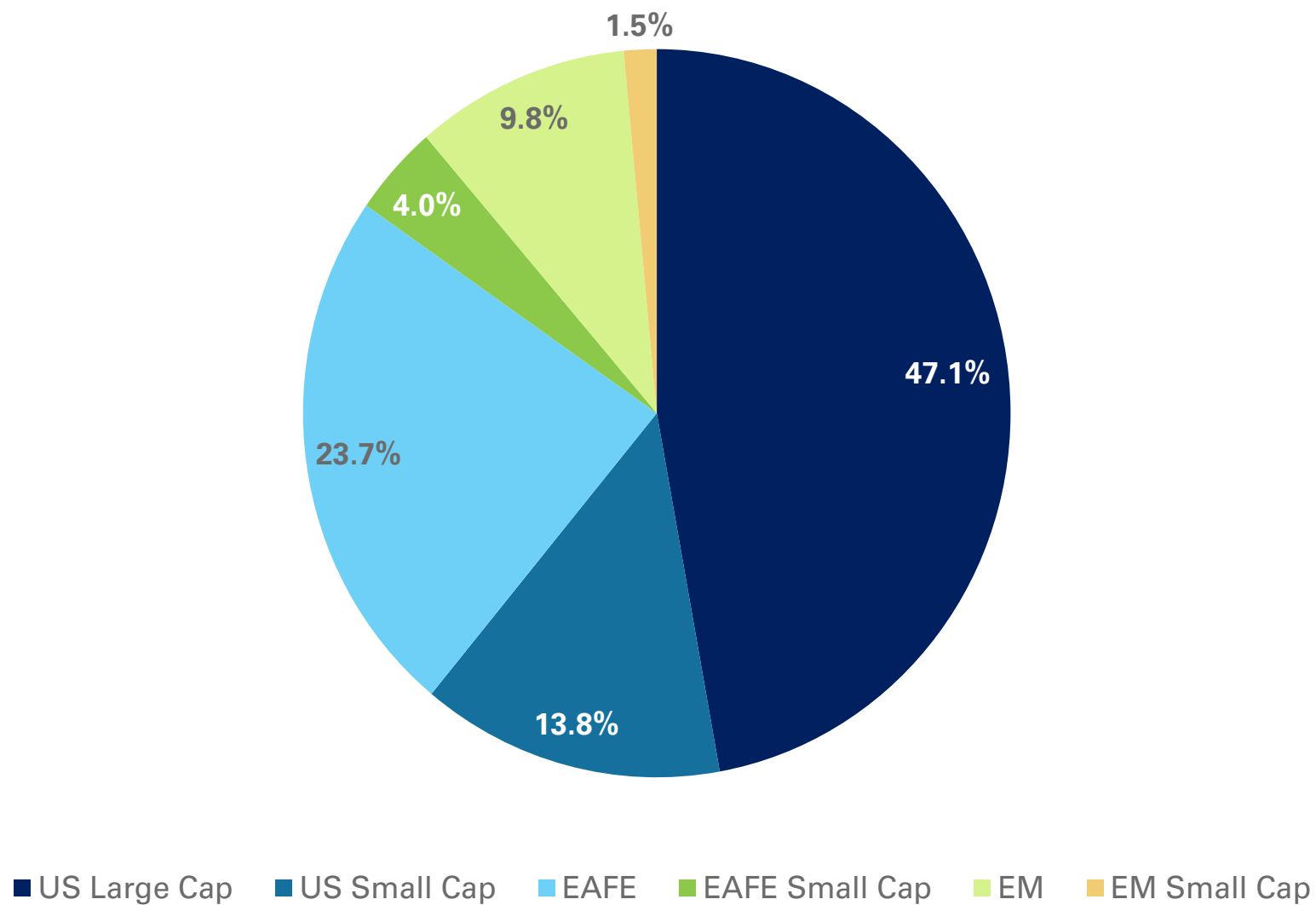


EQUITY

EQUITY INDEX PERFORMANCE

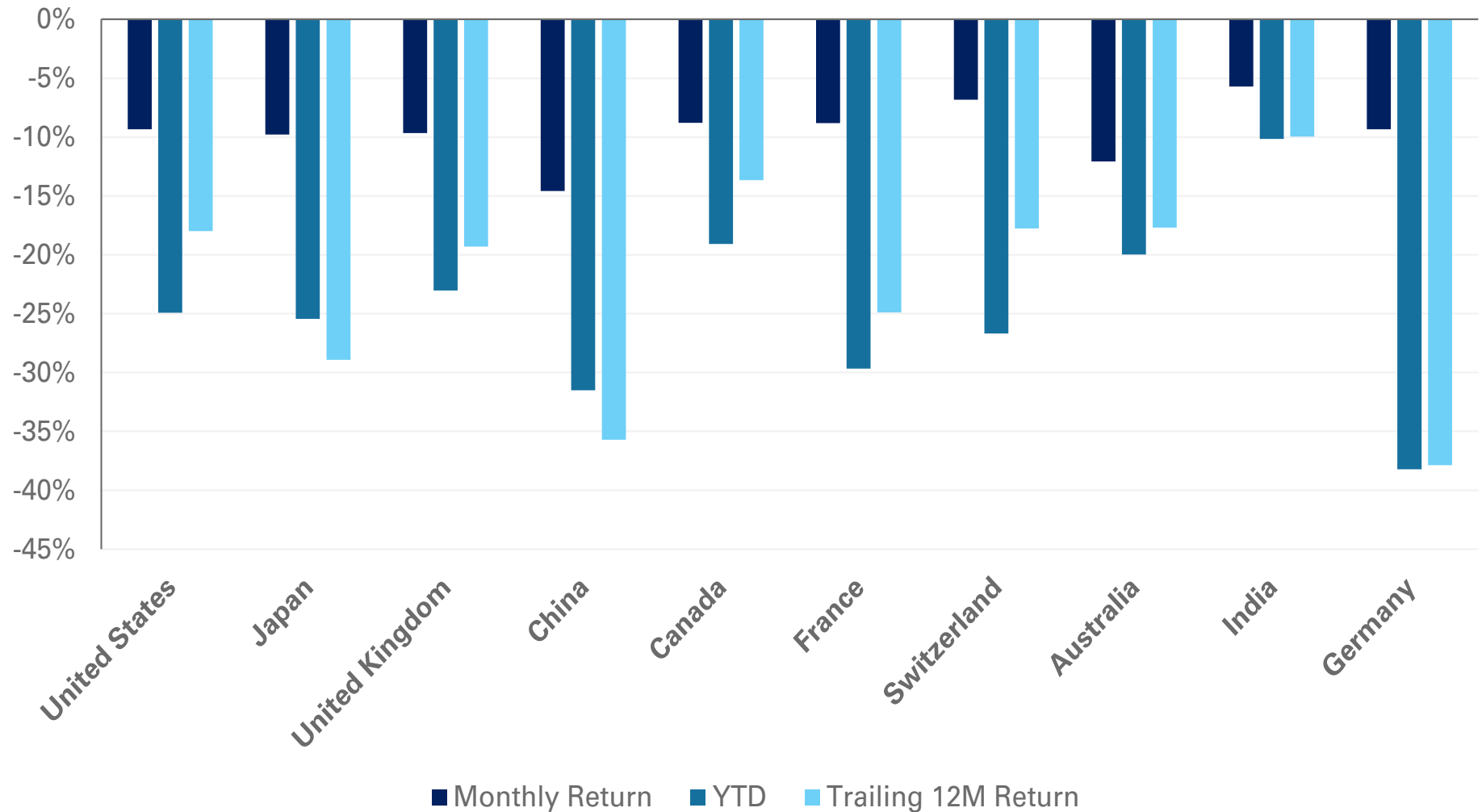


MSCI ACWI IMI WEIGHTS

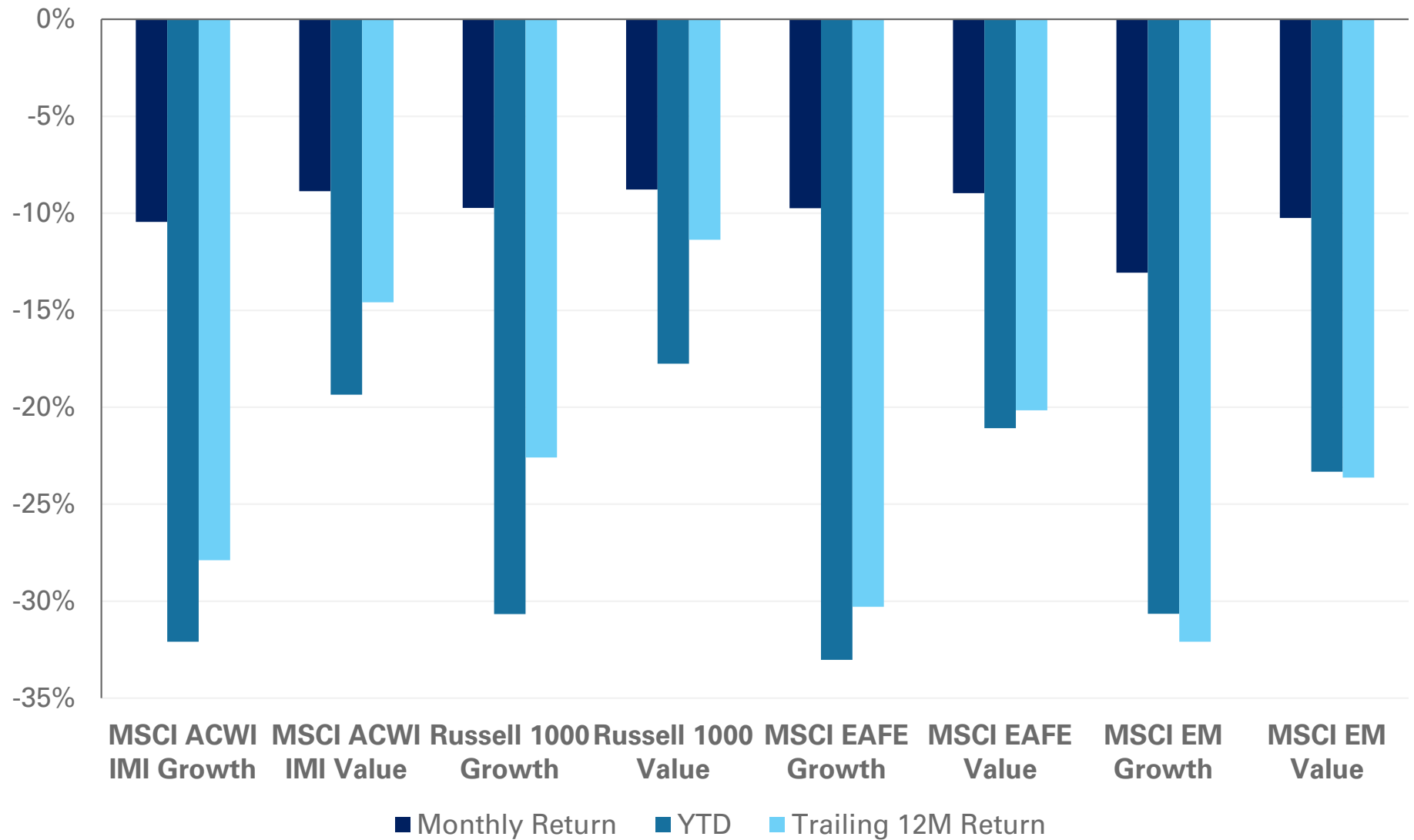


EQUITY INDEX PERFORMANCE

TOP 10 COUNTRIES BY MARKET CAP IN MSCI ACWI IMI INDEX



STYLE INDEX PERFORMANCE

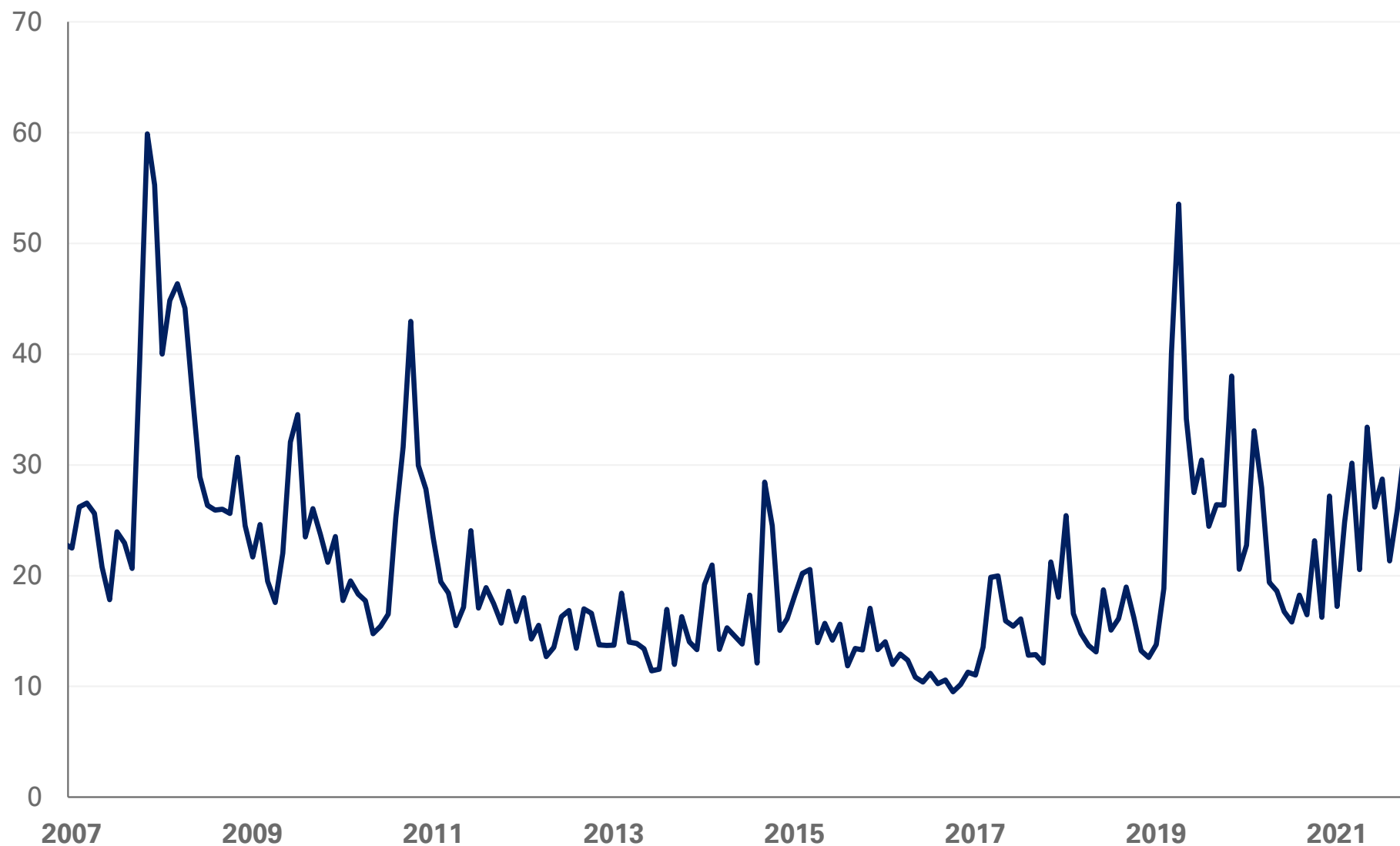


SECTOR INDEX PERFORMANCE

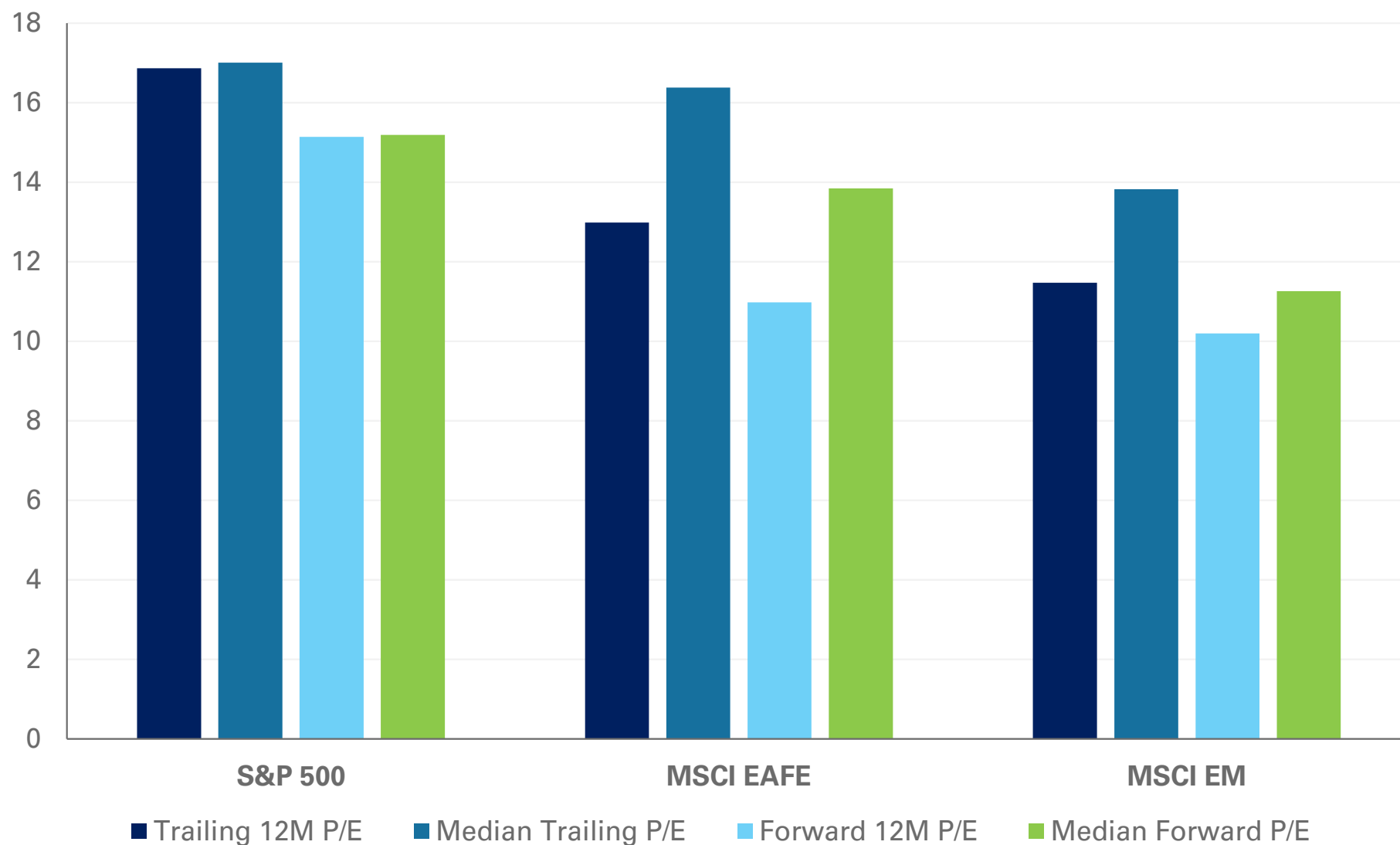
	Monthly Return	YTD	Trailing 12M Return	Index Weight
MSCI ACWI IMI	-9.7%	-25.7%	-21.2%	100.0%
Communication Services	-12.3%	-37.0%	-38.0%	6.8%
Consumer Discretionary	-9.9%	-31.6%	-28.0%	11.6%
Consumer Staples	-7.7%	-16.3%	-10.1%	7.3%
Energy	-9.9%	14.3%	17.1%	5.2%
Financials	-8.1%	-21.1%	-18.7%	14.5%
Health Care	-4.7%	-18.5%	-14.3%	12.7%
Industrials	-10.4%	-25.9%	-22.1%	10.5%
Information Technology	-12.3%	-34.8%	-27.0%	19.7%
Materials	-8.6%	-24.0%	-18.9%	5.1%
Real Estate	-12.7%	-29.9%	-24.0%	3.4%
Utilities	-11.4%	-13.5%	-5.2%	3.1%

	Monthly Return	YTD	Trailing 12M Return	Index Weight
S&P 500	-9.2%	-23.9%	-15.5%	100.0%
Communication Services	-12.2%	-39.0%	-39.1%	8.1%
Consumer Discretionary	-8.1%	-29.9%	-20.9%	11.7%
Consumer Staples	-8.0%	-11.8%	-0.1%	6.9%
Energy	-9.3%	34.9%	45.7%	4.5%
Financials	-7.8%	-21.2%	-17.6%	11.0%
Health Care	-2.6%	-13.1%	-3.4%	15.1%
Industrials	-10.5%	-20.7%	-13.9%	7.9%
Information Technology	-12.0%	-31.4%	-20.0%	26.4%
Materials	-9.3%	-23.7%	-12.1%	2.5%
Real Estate	-13.2%	-28.8%	-16.4%	2.8%
Utilities	-11.3%	-6.5%	5.6%	3.1%

EQUITY VOLATILITY INDEX (VIX)



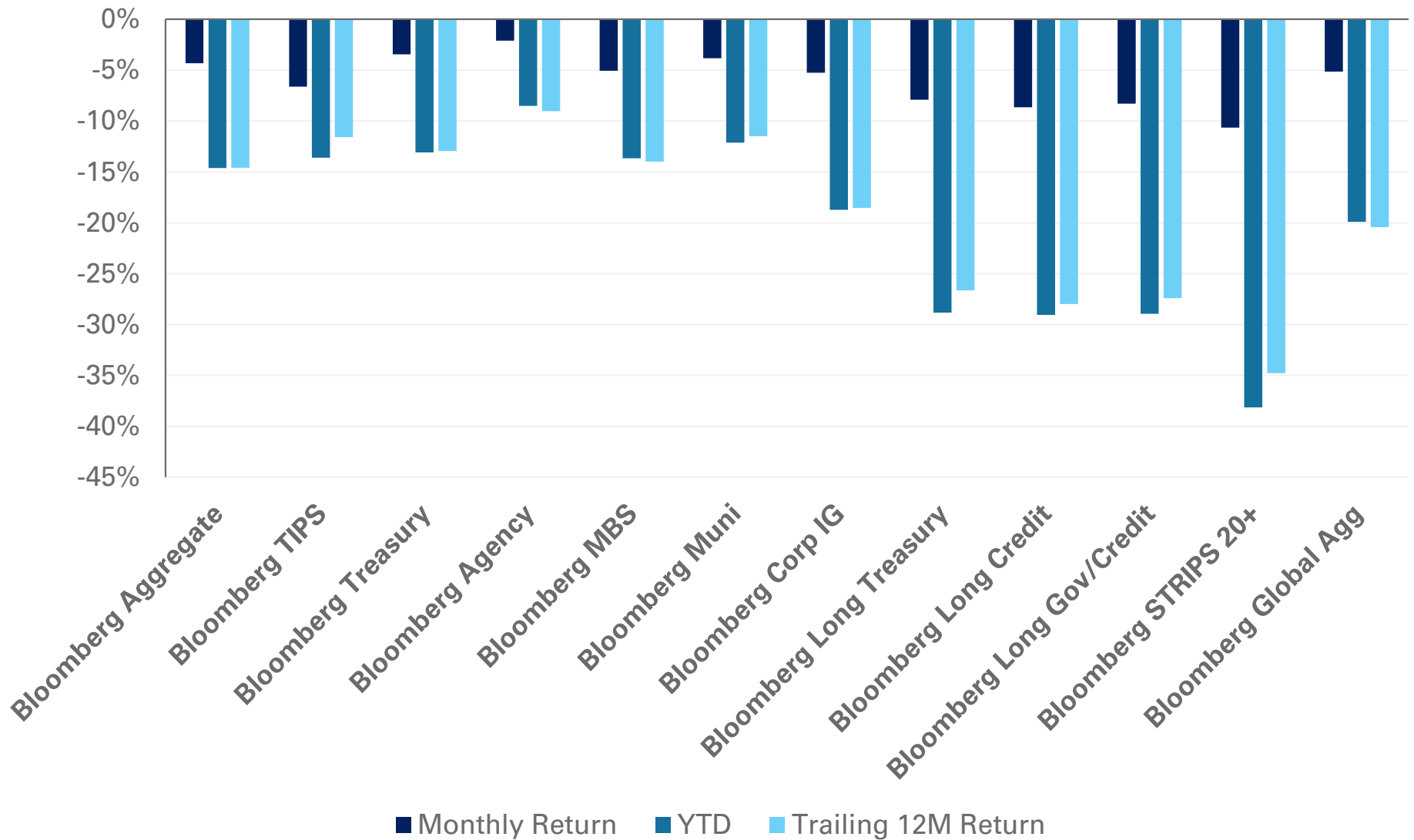
GLOBAL EQUITY VALUATIONS





SAFE-HAVEN FIXED INCOME

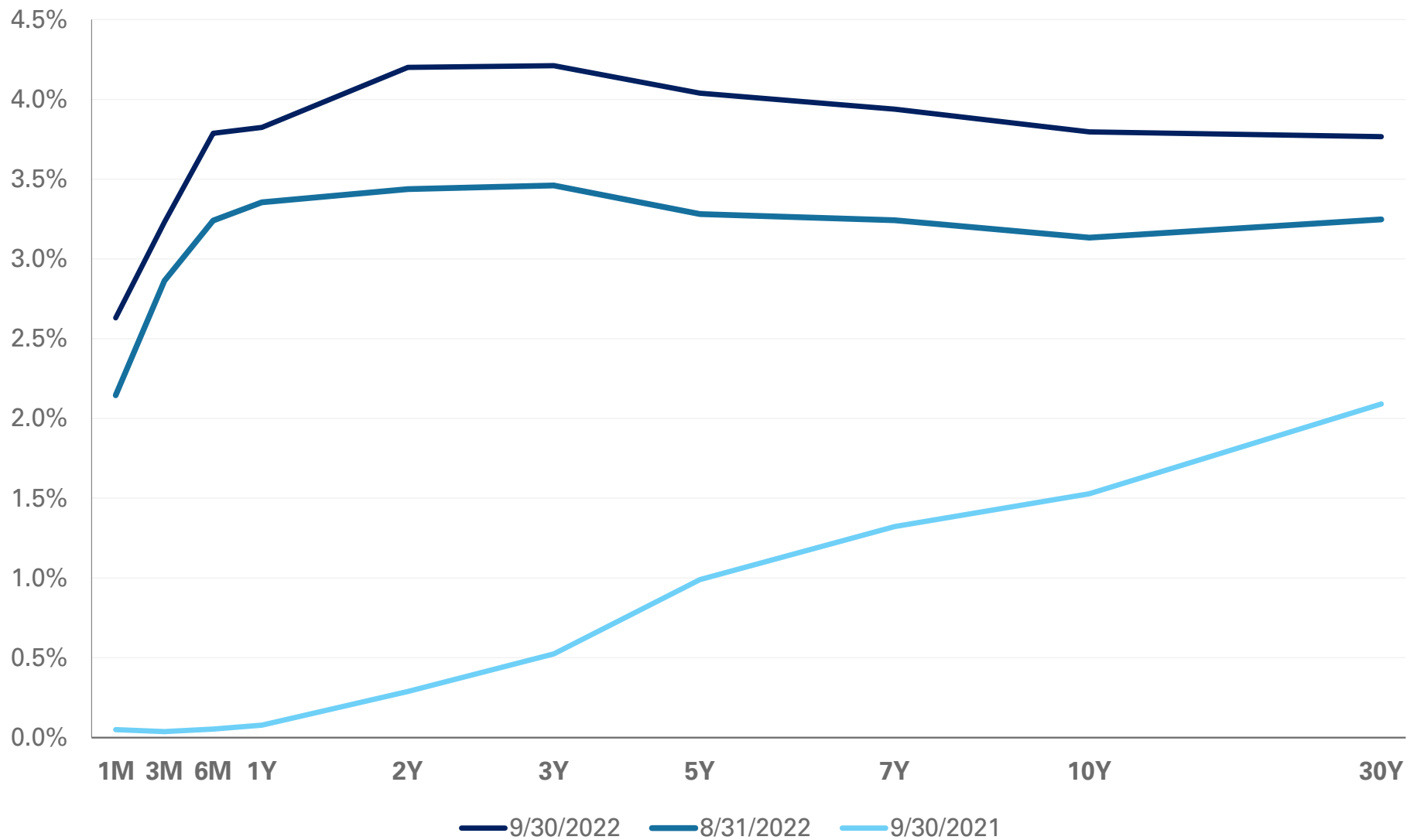
SAFE-HAVEN FIXED INCOME PERFORMANCE



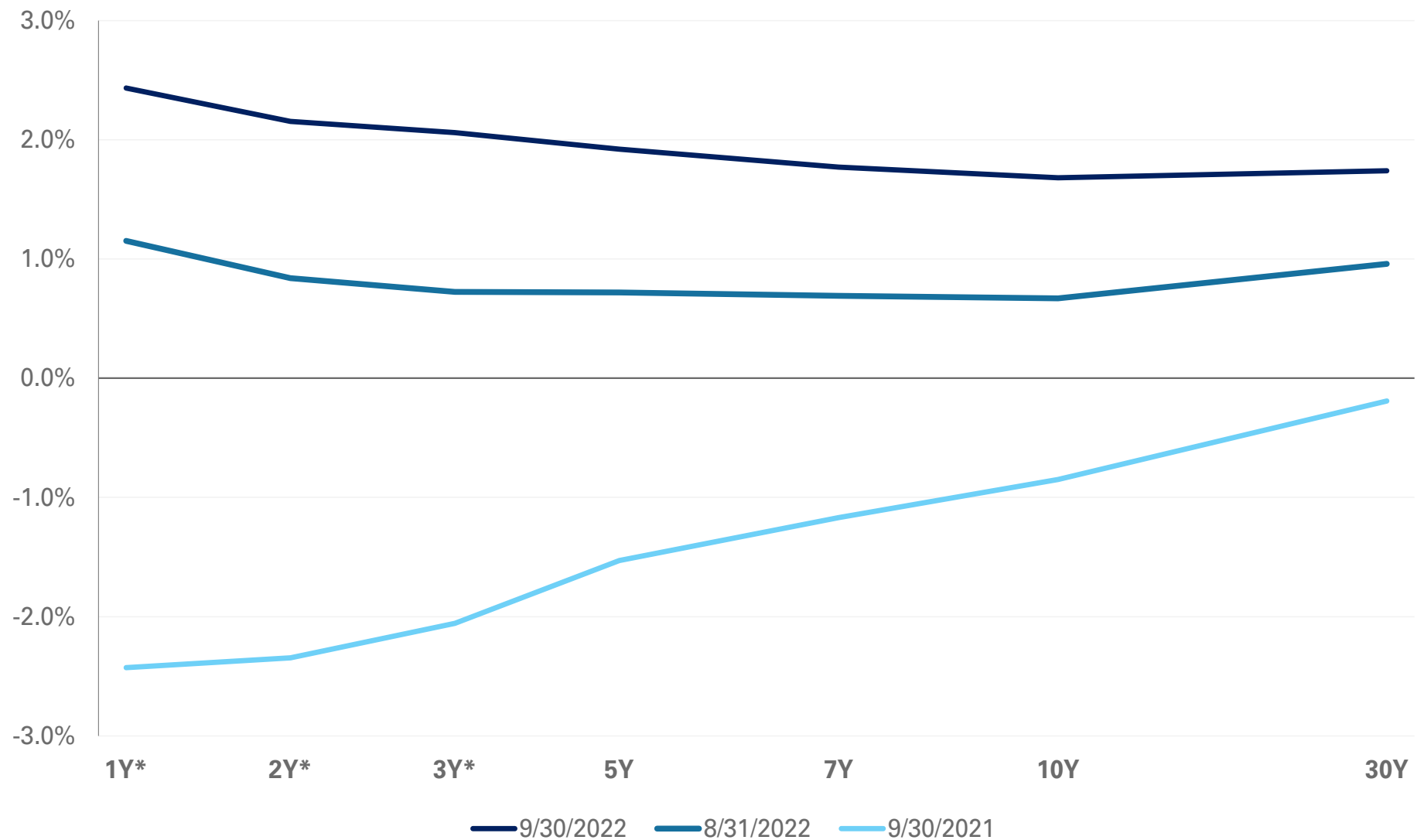
FIXED INCOME CHARACTERISTICS

	Yield to Worst	Spread (bps)	Duration (Years)
Bloomberg Aggregate	4.75%	62	6.2
Bloomberg TIPS	4.30%	-	5.9
Bloomberg Treasury	4.13%	-	6.1
Bloomberg Agency	4.40%	15	3.4
Bloomberg MBS	4.83%	69	5.9
Bloomberg Muni	4.04%	-	7.2
Bloomberg Corp IG	5.69%	159	7.1
Bloomberg Long Treasury	4.00%	-	16.4
Bloomberg Long Credit	5.89%	196	12.6
Bloomberg Long Gov/Credit	5.03%	107	14.3
Bloomberg STRIPS 20+	3.93%	-	24.8
Bloomberg Global Agg	3.70%	61	6.7

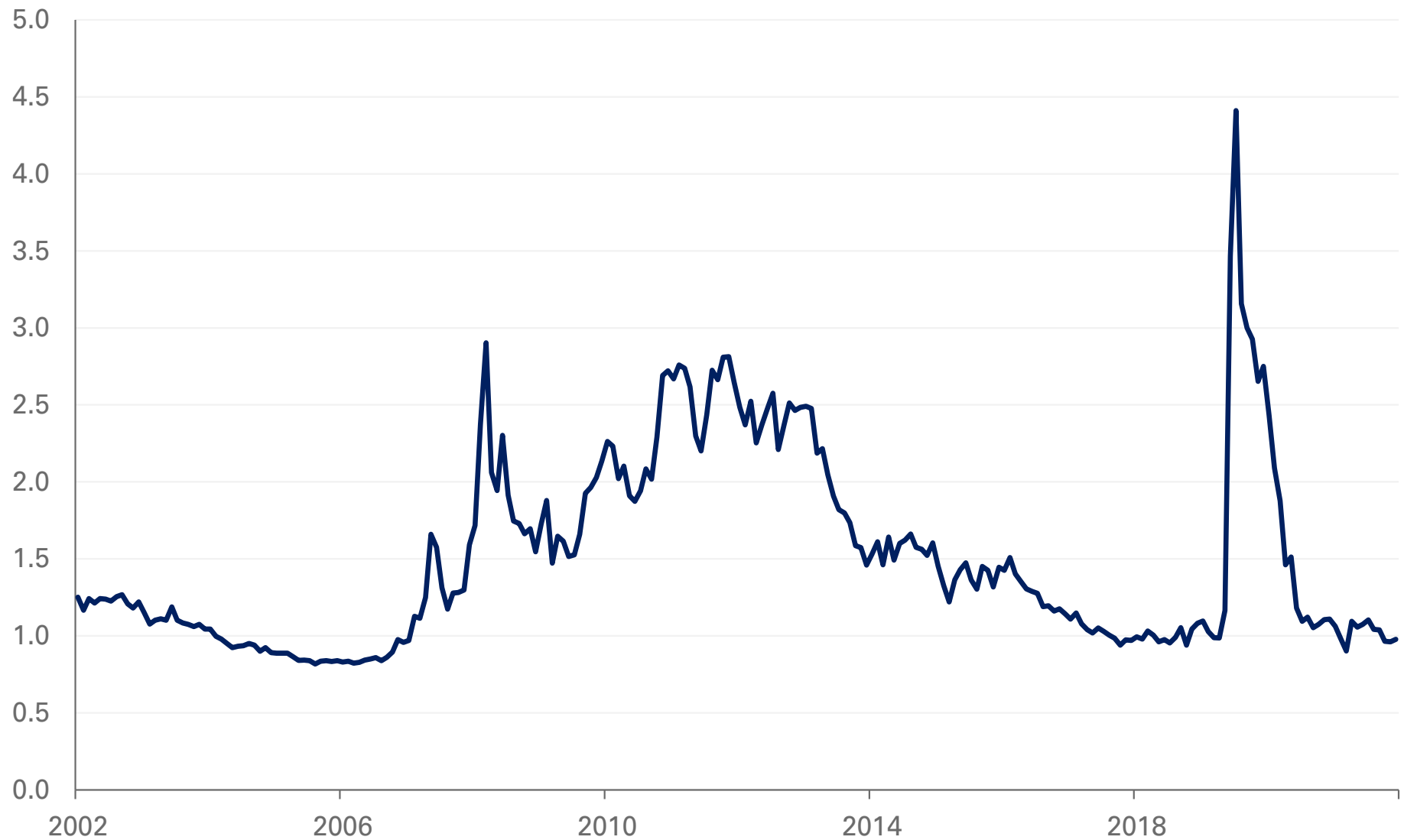
US TREASURY YIELD CURVE



US TREASURY REAL YIELD CURVE



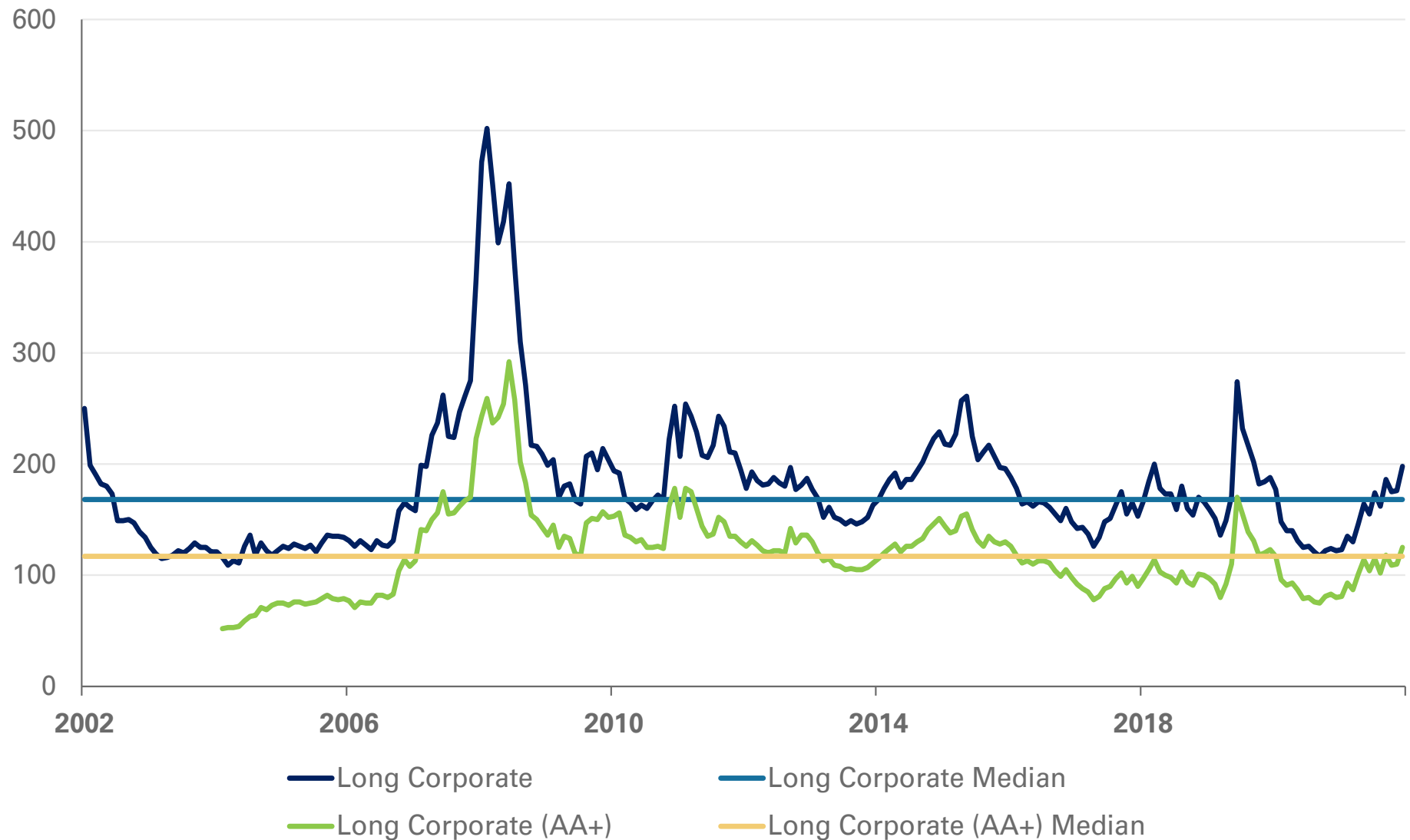
MUNI -TO-TREASURY RATIO



LONG DURATION YIELDS



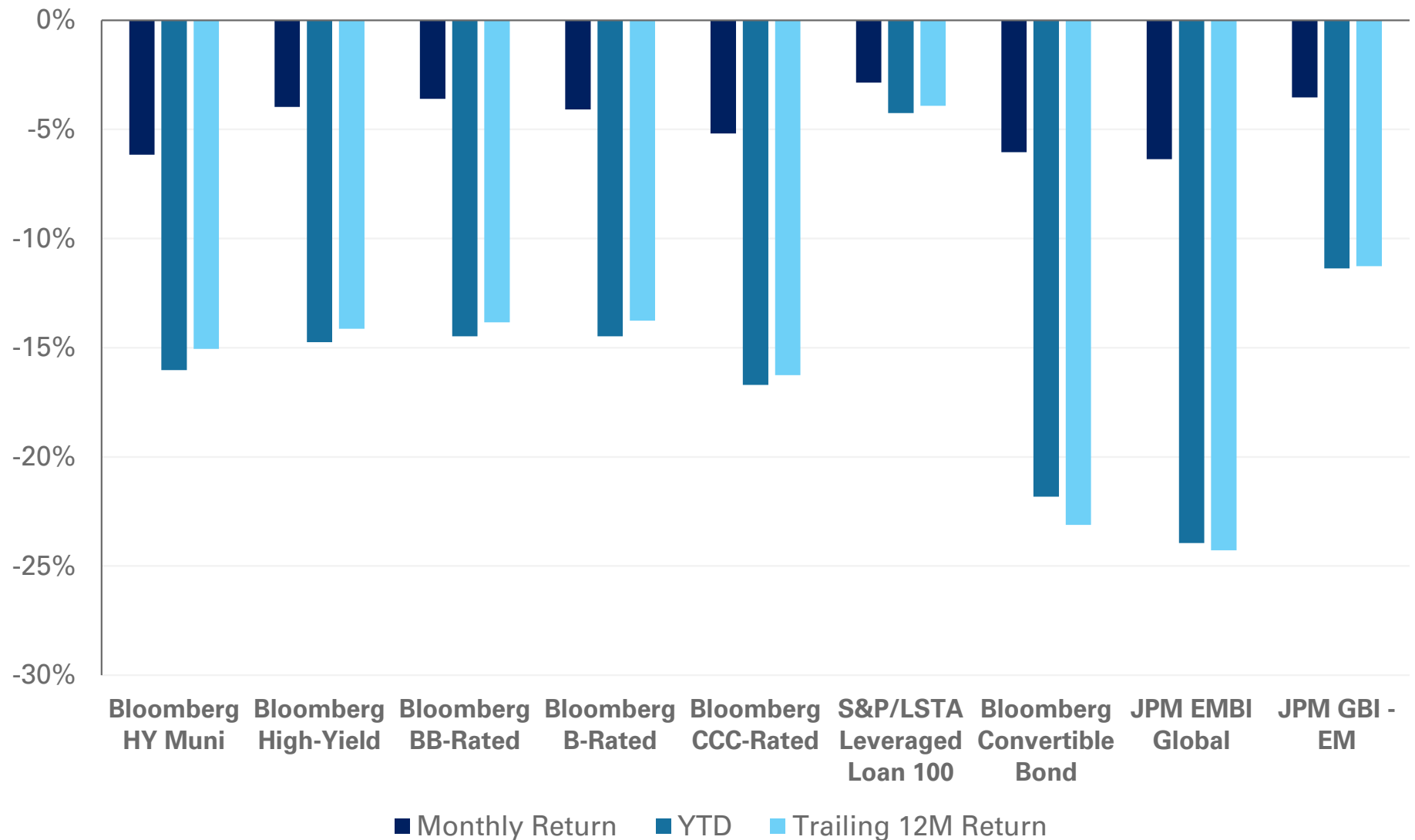
LONG DURATION CORPORATE SPREADS





RETURN-SEEKING CREDIT

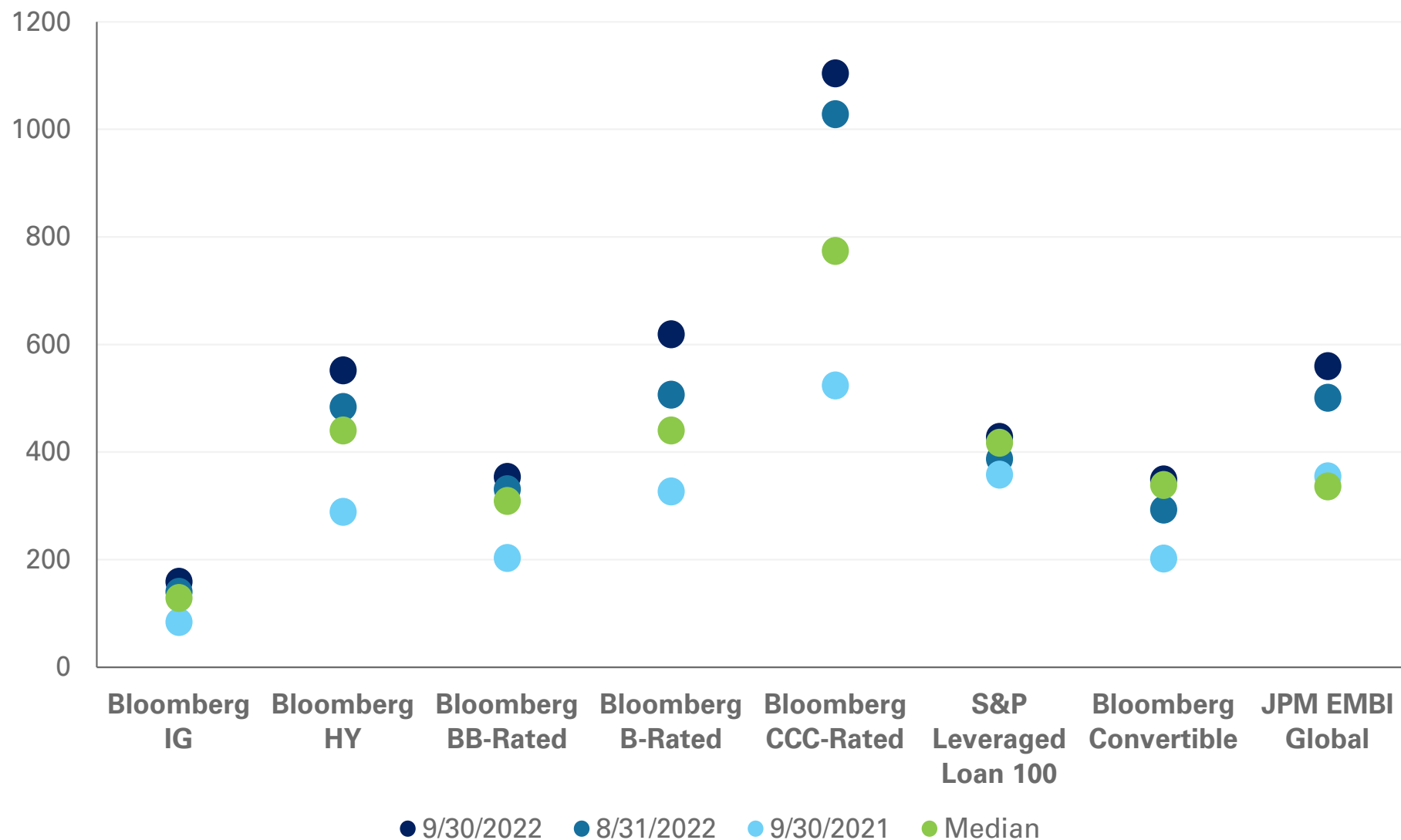
RETURN-SEEKING CREDIT INDEX PERFORMANCE



RETURN-SEEKING CREDIT CHARACTERISTICS

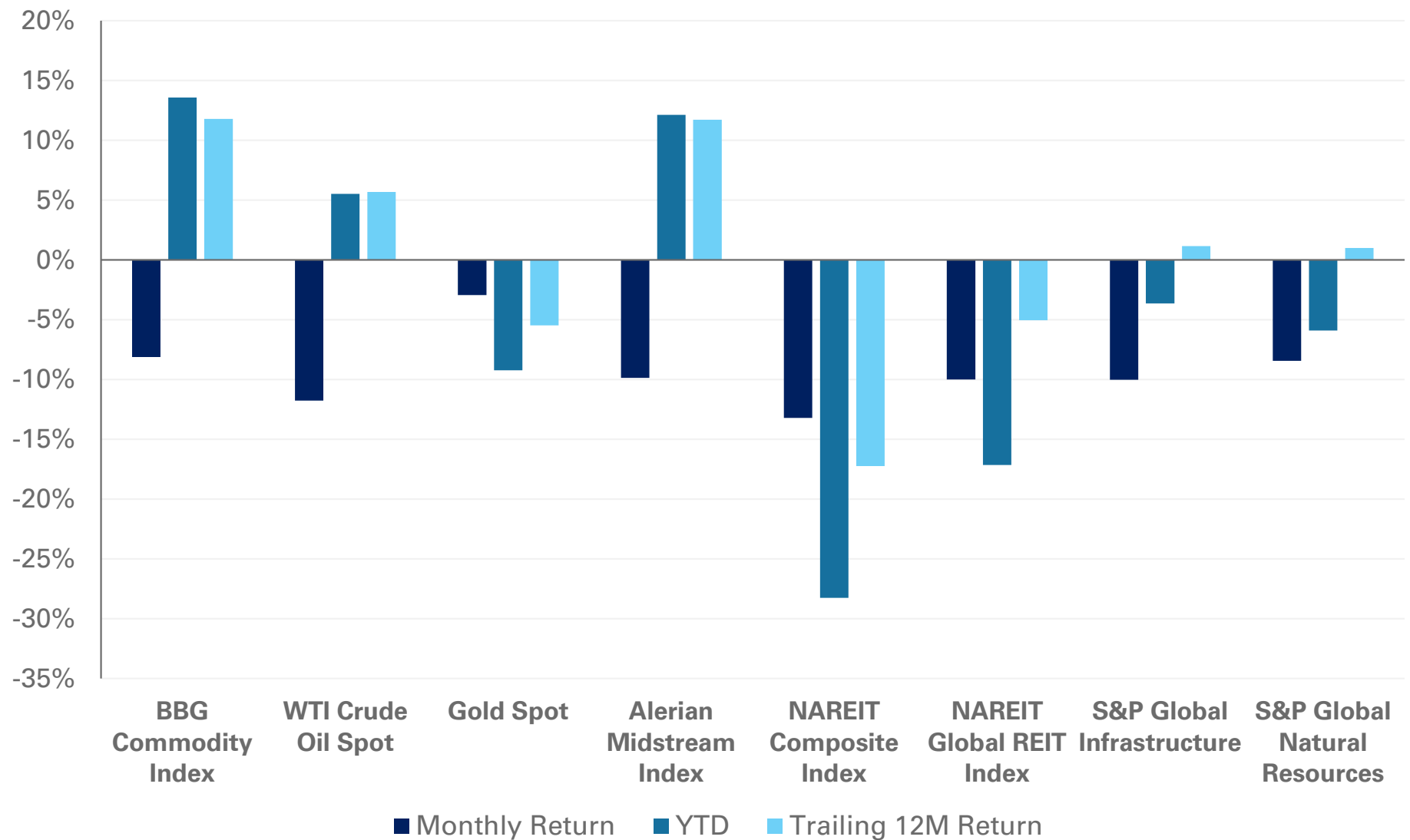
	Yield to Worst	Spread (bps)	Duration (Years)
Bloomberg HY Muni	6.03%	-	10.6
Bloomberg High-Yield	9.68%	552	4.1
Bloomberg BB-Rated	7.77%	354	4.5
Bloomberg B-Rated	10.23%	619	3.8
Bloomberg CCC-Rated	15.22%	1104	3.4
S&P/LSTA Leveraged Loan 100	8.04%	428	-
Bloomberg Convertible Bond	0.65%	349	2.3
JPM EMBI Global	9.57%	560	6.7
JPM GBI - EM	5.17%	-	5.3

CREDIT SPREADS



REAL ASSETS

REAL ASSETS INDEX PERFORMANCE

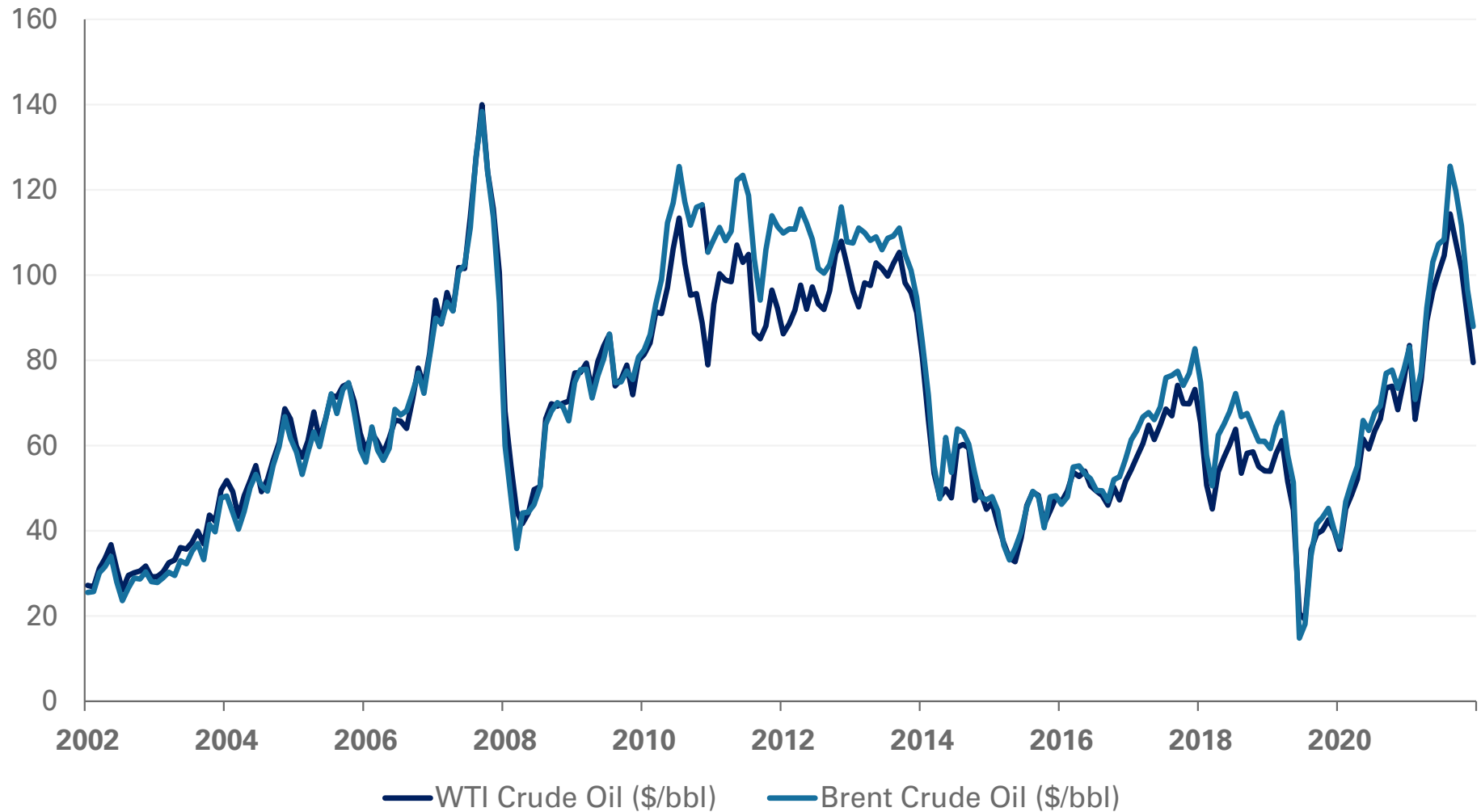


REAL ASSETS INDEX PERFORMANCE

Index	1 Month	3 Month	YTD	1 Year	3 Year	5 Year
Bloomberg Commodity Index	-8.1%	-4.1%	13.6%	11.7%	13.4%	6.9%
Bloomberg Sub Agriculture Index	-1.6%	-0.2%	12.8%	19.8%	21.1%	8.1%
Coffee	-5.6%	-1.3%	0.6%	15.7%	22.9%	3.4%
Corn	1.3%	8.7%	22.6%	33.2%	22.1%	9.9%
Cotton	-24.4%	-13.1%	-7.7%	1.3%	17.0%	7.6%
Soybean	-3.8%	-5.8%	15.5%	21.2%	19.1%	7.1%
Soybean Oil	-8.5%	-3.9%	18.6%	14.2%	34.5%	15.0%
Sugar	1.0%	-2.0%	-2.0%	-9.0%	12.2%	1.6%
Wheat	11.1%	2.6%	14.9%	20.1%	17.4%	8.5%
Bloomberg Sub Energy	-16.6%	-5.4%	49.8%	30.1%	11.3%	6.7%
Brent Crude	-10.2%	-15.9%	32.3%	36.0%	20.2%	15.5%
Heating Oil	-10.5%	-12.2%	70.1%	70.6%	21.9%	14.7%
Natural Gas	-26.2%	25.3%	86.6%	12.2%	4.7%	-5.1%
Unleaded Gas	-0.5%	-20.0%	31.8%	38.8%	20.4%	12.7%
WTI Crude Oil	-10.5%	-21.0%	19.1%	21.5%	2.6%	3.3%
Bloomberg Sub Industrial Metals	-6.3%	-7.3%	-16.2%	-8.9%	8.2%	3.9%
Aluminum	-8.5%	-11.0%	-22.7%	-24.2%	5.4%	-0.8%
Copper	-2.8%	-7.7%	-23.5%	-16.3%	9.1%	2.4%
Nickel	-1.4%	-6.9%	2.9%	19.7%	7.3%	15.0%
Zinc	-13.4%	-2.4%	-12.0%	5.2%	8.6%	1.9%
Bloomberg Sub Precious Metals	-0.9%	-7.6%	-11.7%	-7.8%	2.6%	3.5%
Gold	-2.9%	-7.9%	-9.3%	-5.7%	2.7%	4.2%
Silver	6.7%	-6.5%	-19.0%	-14.3%	2.0%	1.2%
Bloomberg Sub Livestock	-2.4%	2.5%	-1.0%	0.9%	-6.2%	-4.7%
Lean Hogs	-6.9%	-1.7%	1.1%	-7.7%	-9.6%	-7.6%
Live Cattle	-0.4%	4.1%	-2.3%	4.8%	-4.3%	-3.4%

OIL MARKETS

WTI VERSUS BRENT CRUDE SPOT PRICES



GOLD SPOT PRICE



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Past performance is no guarantee of future results.

Returns for pooled funds, e.g. mutual funds and collective investment trusts, are collected from third parties; they are not generally calculated by NEPC. Returns for separate accounts, with some exceptions, are calculated by NEPC. Returns are reported net of manager fees unless otherwise noted.

A “since inception” return, if reported, begins with the first full month after funding, although actual inception dates (e.g. the middle of a month) and the timing of cash flows are taken into account in Composite return calculations.

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Source of private fund performance benchmark data: Cambridge Associates, via Refinitiv



VCERA
VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

MONTHLY PERFORMANCE REPORT

VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

OCTOBER 31, 2022

Allan Martin, Partner

Dan Hennessy, CFA, CAIA, Senior Consultant

Leah Tongco, Consulting Analyst



TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Total Fund	6,975,643,328	100.0	100.0	3.3	-1.5	-13.5	-11.4	6.6	6.6	7.9	7.8	Apr-94
Policy Index				4.7	0.2	-14.3	-12.7	5.8	6.3	8.0	7.9	
Over/Under				-1.4	-1.7	0.8	1.3	0.8	0.3	-0.1	-0.1	
60% MSCI ACWI (Net) / 40% FTSE WGBI				2.8	-4.6	-21.2	-20.9	-1.1	1.3	3.2	5.4	
Over/Under				0.5	3.1	7.7	9.5	7.7	5.3	4.7	2.4	
60% S&P 500 / 40% Bloomberg Aggregate				4.3	-0.6	-16.6	-14.7	4.8	6.3	8.1	8.0	
Over/Under				-1.0	-0.9	3.1	3.3	1.8	0.3	-0.2	-0.2	
Total Fund ex Parametric	6,920,917,661	99.2	100.0	3.1	-1.5	-13.4	-11.3	6.8	6.7	-	7.0	Nov-13
Total Fund ex Private Equity	5,722,681,850	82.0	82.0	4.2	-0.7	-15.9	-14.4	4.2	4.9	6.8	7.3	Jan-12
Policy Index				4.7	0.2	-14.3	-12.7	5.8	6.3	8.0	8.3	
Over/Under				-0.5	-0.9	-1.6	-1.7	-1.6	-1.4	-1.2	-1.0	
Total US Equity	1,845,315,342	26.5	26.0	8.1	3.1	-18.9	-16.7	9.7	10.0	12.6	9.4	Jan-94
Russell 3000				8.2	3.4	-18.4	-16.5	9.8	9.9	12.2	9.6	
Over/Under				-0.1	-0.3	-0.5	-0.2	-0.1	0.1	0.4	-0.2	
Western U.S. Index Plus	205,735,219	2.9		7.9	2.5	-20.8	-17.9	8.7	9.6	12.7	6.9	Jun-07
S&P 500 Index				8.1	2.8	-17.7	-14.6	10.2	10.4	12.8	8.4	
Over/Under				-0.2	-0.3	-3.1	-3.3	-1.5	-0.8	-0.1	-1.5	
Blackrock Russell 1000 Index	1,556,068,053	22.3		8.0	3.0	-18.7	-16.5	10.0	10.2	-	11.0	May-17
Russell 1000 Index				8.0	3.0	-18.5	-16.4	10.0	10.2	-	10.9	
Over/Under				0.0	0.0	-0.2	-0.1	0.0	0.0	-	0.1	
Blackrock Russell 2500 Index	83,512,070	1.2		9.6	6.5	-16.7	-17.5	8.0	7.1	-	7.9	May-17
Russell 2500 Index				9.6	6.5	-16.7	-17.6	7.9	7.1	-	7.9	
Over/Under				0.0	0.0	0.0	0.1	0.1	0.0	-	0.0	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Total Non-US Equity	898,380,202	12.9	15.0	3.2	-6.3	-25.2	-25.0	-2.1	-0.7	3.5	5.4	Mar-94
MSCI ACWI ex USA				<u>3.0</u>	<u>-7.2</u>	<u>-24.3</u>	<u>-24.7</u>	<u>-1.7</u>	<u>-0.6</u>	<u>3.3</u>	<u>4.4</u>	
Over/Under				0.2	0.9	-0.9	-0.3	-0.4	-0.1	0.2	1.0	
MSCI AC World x USA in LC (Net)				<u>3.0</u>	<u>-2.0</u>	<u>-13.6</u>	<u>-13.1</u>	<u>2.6</u>	<u>2.4</u>	<u>6.8</u>	-	
Over/Under				0.2	-4.3	-11.6	-11.9	-4.7	-3.1	-3.3	-	
BlackRock ACWI ex-U.S. Index	467,197,160	6.7		3.0	-6.9	-24.5	-25.0	-1.3	-0.4	3.7	1.9	Apr-07
MSCI AC World ex USA IMI (Net)				<u>3.0</u>	<u>-7.0</u>	<u>-24.7</u>	<u>-25.2</u>	<u>-1.4</u>	<u>-0.6</u>	<u>3.5</u>	<u>1.7</u>	
Over/Under				0.0	0.1	0.2	0.2	0.1	0.2	0.2	0.2	
Sprucegrove	214,793,785	3.1		4.6	-4.4	-20.6	-20.5	-2.3	-1.6	3.3	5.6	Apr-02
MSCI EAFE (Net)				<u>5.4</u>	<u>-4.5</u>	<u>-23.2</u>	<u>-23.0</u>	<u>-1.3</u>	<u>-0.1</u>	<u>4.1</u>	<u>4.8</u>	
Over/Under				-0.8	0.1	2.6	2.5	-1.0	-1.5	-0.8	0.8	
MSCI EAFE Value Index (Net)				<u>6.5</u>	<u>-4.4</u>	<u>-16.0</u>	<u>-16.3</u>	<u>-1.9</u>	<u>-1.7</u>	<u>2.9</u>	<u>4.3</u>	
Over/Under				-1.9	0.0	-4.6	-4.2	-0.4	0.1	0.4	1.3	
Walter Scott	216,389,257	3.1		2.3	-6.8	-30.5	-29.1	-0.9	2.4	5.1	4.7	Jan-11
MSCI EAFE (Net)				<u>5.4</u>	<u>-4.5</u>	<u>-23.2</u>	<u>-23.0</u>	<u>-1.3</u>	<u>-0.1</u>	<u>4.1</u>	<u>3.3</u>	
Over/Under				-3.1	-2.3	-7.3	-6.1	0.4	2.5	1.0	1.4	
Total Global Equity	663,584,307	9.5	9.0	6.0	-1.1	-20.9	-19.7	5.2	5.6	7.9	6.0	May-05
MSCI AC World Index (Net)				<u>6.0</u>	<u>-1.2</u>	<u>-21.1</u>	<u>-20.0</u>	<u>4.8</u>	<u>5.2</u>	<u>8.0</u>	<u>6.5</u>	
Over/Under				0.0	0.1	0.2	0.3	0.4	0.4	-0.1	-0.5	
BlackRock MSCI ACWI Equity Index	663,584,307	9.5		6.0	-1.1	-20.9	-19.7	5.2	5.6	8.4	8.7	Aug-12
MSCI AC World Index (Net)				<u>6.0</u>	<u>-1.2</u>	<u>-21.1</u>	<u>-20.0</u>	<u>4.8</u>	<u>5.2</u>	<u>8.0</u>	<u>8.3</u>	
Over/Under				0.0	0.1	0.2	0.3	0.4	0.4	0.4	0.4	
Total Private Equity	1,252,961,478	18.0	18.0	-0.9	-5.2	0.0	6.7	23.9	20.6	17.5	17.1	Jan-12
Private Equity Benchmark				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.6</u>	<u>12.9</u>	<u>15.7</u>	<u>16.0</u>	
Over/Under				-9.3	-9.3	17.1	21.5	11.3	7.7	1.8	1.1	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)		
US Fixed Income	709,803,631	10.2	8.0	-0.4	-3.9	-13.6	-13.5	-1.5	0.8	1.6	5.0	Mar-94	
Blmbg. U.S. Aggregate Index				-1.3	-6.0	-15.7	-15.7	-3.8	-0.5	0.7	4.3		
Over/Under				0.9	2.1	2.1	2.2	2.3	1.3	0.9	0.7		
BlackRock U.S. Debt Fund	149,064,491	2.1		-1.3	-6.0	-15.6	-15.6	-3.7	-0.5	0.8	4.2	Dec-95	
Blmbg. U.S. Aggregate Index				-1.3	-6.0	-15.7	-15.7	-3.8	-0.5	0.7	4.1		
Over/Under				0.0	0.0	0.1	0.1	0.1	0.0	0.1	0.1		
Western	177,075,428	2.5		-1.9	-6.8	-19.2	-19.3	-4.1	-0.5	1.4	4.9	Jan-97	
Blmbg. U.S. Aggregate Index				-1.3	-6.0	-15.7	-15.7	-3.8	-0.5	0.7	4.1		
Over/Under				-0.6	-0.8	-3.5	-3.6	-0.3	0.0	0.7	0.8		
Reams	259,300,288	3.7		1.0	-1.6	-8.3	-7.8	1.1	2.0	1.8	4.6	Oct-01	
Blmbg. U.S. Aggregate Index				-1.3	-6.0	-15.7	-15.7	-3.8	-0.5	0.7	3.3		
Over/Under				2.3	4.4	7.4	7.9	4.9	2.5	1.1	1.3		
Reams Custom Index				0.2	0.6	0.6	0.6	0.7	1.3	0.8	3.3		
Over/Under				0.8	-2.2	-8.9	-8.4	0.4	0.7	1.0	1.3		
Loomis Strategic Alpha	44,736,986	0.6		0.2	-0.4	-9.6	-9.7	0.9	1.4	-	2.0	Aug-13	
Blmbg. U.S. Aggregate Index				-1.3	-6.0	-15.7	-15.7	-3.8	-0.5	-	1.1		
Over/Under				1.5	5.6	6.1	6.0	4.7	1.9	-	0.9		
Loomis Sayles Multi Strategy	79,626,438	1.1		-0.4	-3.2	-14.2	-14.3	-0.3	1.4	3.0	5.1	Aug-05	
5% Bmbg. U.S. Int Agg / 65% Blmbg. U.S. Agg / 30% FTSE HY				0.0	-3.4	-14.3	-14.0	-2.4	0.3	1.7	3.8		
Over/Under				-0.4	0.2	0.1	-0.3	2.1	1.1	1.3	1.3		
Treasuries	72,859,676	1.0	2.0	-1.8	-7.6	-18.2	-17.5	-5.0	-	-	-2.1	Apr-19	
Blmbg. U.S. Treasury: 7-10 Year				-1.4	-6.9	-16.9	-16.3	-4.4	-	-	-1.9		
Over/Under				-0.4	-0.7	-1.3	-1.2	-0.6	-	-	-0.2		
Reams 10-Year Treasuries	72,859,676	1.0		-1.8	-7.6	-18.2	-17.5	-5.0	-	-	-2.1	Apr-19	
Blmbg. U.S. Treasury: 7-10 Year				-1.4	-6.9	-16.9	-16.3	-4.4	-	-	-1.9		
Over/Under				-0.4	-0.7	-1.3	-1.2	-0.6	-	-	-0.2		
Private Debt	331,404,695	4.8	8.0	0.1	-0.2	2.6	5.1	9.0	-	-	7.9	Jan-18	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				1.9	2.2	-7.1	-6.5	2.2	-	-	3.7		
Over/Under				-1.8	-2.4	9.7	11.6	6.8	-	-	4.2		

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)		
Total Real Estate	568,904,736	8.2	8.0	0.0	4.9	14.3	20.6	9.9	7.7	8.5	7.8	Apr-94	
NCREIF ODCE Net				0.0	0.3	12.4	21.0	11.4	9.3	9.9	8.3		
Over/Under				0.0	4.6	1.9	-0.4	-1.5	-1.6	-1.4	-0.5		
Prudential Real Estate	229,970,113	3.3		0.0	0.1	12.3	19.4	12.0	10.1	10.6	7.2	Jul-04	
NCREIF ODCE Net				0.0	0.3	12.4	21.0	11.4	9.3	9.9	7.6		
Over/Under				0.0	-0.2	-0.1	-1.6	0.6	0.8	0.7	-0.4		
UBS Real Estate	268,651,439	3.9		0.0	5.4	10.7	16.1	6.8	5.2	6.8	6.8	Apr-03	
NCREIF ODCE Net				0.0	0.3	12.4	21.0	11.4	9.3	9.9	7.8		
Over/Under				0.0	5.1	-1.7	-4.9	-4.6	-4.1	-3.1	-1.0		
LaSalle Income + Growth VIII Limited Partnership	48,096,622	0.7		0.0	0.4	21.6	35.8	-	-	-	14.1	Mar-20	
NCREIF ODCE Net				0.0	0.3	12.4	21.0	-	-	-	12.4		
Over/Under				0.0	0.1	9.2	14.8	-	-	-	1.7		
Alterra IOS Venture II	22,186,563	0.3		0.0	-4.0	-	-	-	-	-	-4.0	May-22	
NCREIF ODCE Net				0.0	0.3	-	-	-	-	-	4.9		
Over/Under				0.0	-4.3	-	-	-	-	-	-8.9		
Total Real Assets	535,160,266	7.7	6.0	3.7	-0.3	-11.6	-10.0	1.7	2.3	-	3.4	May-13	
Real Assets Index				0.6	1.2	8.7	9.9	7.1	6.6	-	6.5		
Over/Under				3.1	-1.5	-20.3	-19.9	-5.4	-4.3	-	-3.1		
Bridgewater All Weather Fund	318,389,285	4.6		2.2	-8.5	-25.5	-23.3	-2.4	0.7	-	2.8	Sep-13	
CPI + 5% (Unadjusted)				0.8	2.2	11.3	13.1	10.3	9.0	-	7.8		
Over/Under				1.4	-10.7	-36.8	-36.4	-12.7	-8.3	-	-5.0		
Tortoise Energy Infrastructure	111,296,493	1.6		12.4	19.6	33.6	27.5	11.5	5.3	-	3.0	May-13	
Tortoise MLP Index				13.3	23.1	31.3	26.8	11.0	5.7	-	1.2		
Over/Under				-0.9	-3.5	2.3	0.7	0.5	-0.4	-	1.8		
Brookfield Infra Fund IV B LP	44,282,160	0.6		0.0	2.7	11.2	14.8	-	-	-	10.9	Apr-20	
CPI + 2% (Unadjusted)				0.6	1.2	8.7	9.9	-	-	-	7.8		
Over/Under				-0.6	1.5	2.5	4.9	-	-	-	3.1		
Harbourvest Real Assets Fund IV L.P.	61,192,328	0.9		0.0	19.3	19.3	22.0	-	-	-	41.2	Apr-21	
CPI + 2% (Unadjusted)				0.6	1.2	8.7	9.9	-	-	-	9.9		
Over/Under				-0.6	18.1	10.6	12.1	-	-	-	31.3		
Overlay	97,268,996	1.4	0.0										
Parametric	54,725,667	0.8											
Abbott Capital Cash	42,543,329	0.6											

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Total Private Equity	1,252,961,478	18.0	18.0	-0.9	-5.2	0.0	6.7	23.9	20.6	17.5	17.1	Jan-12
Private Equity Benchmark				8.4	4.1	-17.1	-14.8	12.6	12.9	15.7	16.0	
Over/Under				-9.3	-9.3	17.1	21.5	11.3	7.7	1.8	1.1	
Adams Street Global Fund Series	255,151,513	3.7		0.0	-6.9	-6.3	3.2	23.7	21.1	16.5	16.3	Jan-12
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	12.1	14.7	15.1	
Over/Under				-8.4	-11.0	10.8	18.0	11.7	9.0	1.8	1.2	
Harbourvest	92,170,705	1.3		0.0	-21.9	-21.6	-22.0	8.4	12.1	-	15.6	Aug-13
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	12.1	-	13.3	
Over/Under				-8.4	-26.0	-4.5	-7.2	-3.6	0.0	-	2.3	
Pantheon Global Secondary Funds	77,827,113	1.1		0.0	4.8	-0.4	5.9	14.3	12.2	13.5	12.5	Jan-12
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	12.1	14.7	15.1	
Over/Under				-8.4	0.7	16.7	20.7	2.3	0.1	-1.2	-2.6	
Drive Capital Fund II	29,615,624	0.4		0.0	1.3	-9.4	-9.4	20.5	19.9	-	3.0	Sep-16
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	12.1	-	13.6	
Over/Under				-8.4	-2.8	7.7	5.4	8.5	7.8	-	-10.6	
Abbott Secondary Opportunities	10,609,192	0.2		0.0	-5.4	-10.6	3.1	25.4	-	-	23.3	Jan-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	11.5	
Over/Under				-8.4	-9.5	6.5	17.9	13.4	-	-	11.8	
Clearlake Capital Partners V	13,364,909	0.2		0.0	-6.2	-31.3	-18.6	24.9	-	-	29.4	Mar-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	11.5	
Over/Under				-8.4	-10.3	-14.2	-3.8	12.9	-	-	17.9	
Battery Ventures XII	32,929,693	0.5		0.0	-3.1	15.4	29.4	51.3	-	-	30.0	Apr-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	12.2	
Over/Under				-8.4	-7.2	32.5	44.2	39.3	-	-	17.8	
Insight Venture Partners X	50,907,744	0.7		-20.9	-20.9	-11.2	-11.2	33.3	-	-	22.9	May-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	12.3	
Over/Under				-29.3	-25.0	5.9	3.6	21.3	-	-	10.6	
GTCR Fund XII	32,368,901	0.5		0.0	-3.3	6.3	21.7	34.6	-	-	3.1	Jun-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	11.8	
Over/Under				-8.4	-7.4	23.4	36.5	22.6	-	-	-8.7	
Buenaventure One, LLC	186,755,818	2.7		0.0	-2.3	9.8	16.3	23.9	-	-	17.5	Jul-18
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	11.8	
Over/Under				-8.4	-6.4	26.9	31.1	11.9	-	-	5.7	
ECI 11	8,136,611	0.1		3.1	0.6	16.0	17.8	24.5	-	-	27.3	Jan-19
Russell 3000 + 2%				8.4	4.1	-17.1	-14.8	12.0	-	-	15.7	
Over/Under				-5.3	-3.5	33.1	32.6	12.5	-	-	11.6	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Buenaventure Two, LLC	1,908,679	0.0		0.1	-2.5	10.0	16.4	20.4	-	-	36.5	Dec-18
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>12.6</u>	
Over/Under				-8.3	-6.6	27.1	31.2	8.4	-	-	23.9	
The Resolute Fund IV L.P.	28,739,161	0.4		7.2	7.2	19.9	29.6	40.3	-	-	45.1	Jan-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>15.7</u>	
Over/Under				-1.2	3.1	37.0	44.4	28.3	-	-	29.4	
GGV Capital VII L.P.	14,079,792	0.2		0.0	-3.8	7.7	7.7	10.9	-	-	6.7	Feb-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>13.5</u>	
Over/Under				-8.4	-7.9	24.8	22.5	-1.1	-	-	-6.8	
GGV Discovery II, L.P.	3,962,272	0.1		0.0	-0.2	37.5	37.5	33.1	-	-	23.7	Feb-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>13.5</u>	
Over/Under				-8.4	-4.3	54.6	52.3	21.1	-	-	10.2	
Drive Capital Overdrive Fund I	13,986,569	0.2		0.0	-0.6	2.1	2.1	32.7	-	-	27.4	May-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>11.6</u>	
Over/Under				-8.4	-4.7	19.2	16.9	20.7	-	-	15.8	
Riverside Micro Cap Fund V, LP	10,560,846	0.2		-2.3	-2.3	25.2	25.2	19.3	-	-	5.4	May-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>11.6</u>	
Over/Under				-10.7	-6.4	42.3	40.0	7.3	-	-	-6.2	
GGV Capital VII Plus, LP	3,087,973	0.0		0.0	-7.0	1.1	1.1	10.2	-	-	8.9	Jun-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>14.0</u>	
Over/Under				-8.4	-11.1	18.2	15.9	-1.8	-	-	-5.1	
Astorg VII L.P.	10,530,673	0.2		0.9	-5.9	9.7	9.0	12.7	-	-	3.1	Jul-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>12.0</u>	
Over/Under				-7.5	-10.0	26.8	23.8	0.7	-	-	-8.9	
M/C Partners Fund VIII LP. Limited Partnership	8,136,423	0.1		4.2	4.2	32.0	32.0	-4.0	-	-	-7.6	Jul-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>12.0</u>	
Over/Under				-4.2	0.1	49.1	46.8	-16.0	-	-	-19.6	
Genstar Capital Partners IX	9,143,437	0.1		0.0	13.8	24.3	33.5	33.2	-	-	-190.1	Aug-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>11.8</u>	
Over/Under				-8.4	9.7	41.4	48.3	21.2	-	-	-201.9	
Genstar IX Opportunities Fund I	2,772,199	0.0		0.0	15.8	25.5	37.2	23.9	-	-	21.9	Aug-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>11.8</u>	
Over/Under				-8.4	11.7	42.6	52.0	11.9	-	-	10.1	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
ABRY Partners IX, LP	10,080,040	0.1		0.0	0.2	11.0	28.3	9.7	-	-	1.5	Sep-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>12.8</u>	
Over/Under				-8.4	-3.9	28.1	43.1	-2.3	-	-	-11.3	
Advent International GPE IX LP	13,935,351	0.2		0.0	-8.9	-23.2	28.8	38.5	-	-	38.5	Nov-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	<u>12.0</u>	-	-	<u>12.0</u>	
Over/Under				-8.4	-13.0	-6.1	43.6	26.5	-	-	26.5	
Drive Capital Fund III LP	8,098,204	0.1		0.0	12.5	18.4	18.4	-	-	-	9.5	Dec-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>10.9</u>	
Over/Under				-8.4	8.4	35.5	33.2	-	-	-	-1.4	
Oak HC/FT Partners III LP	23,440,571	0.3		-2.9	-29.6	-6.6	-6.6	-	-	-	23.9	Dec-19
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>10.9</u>	
Over/Under				-11.3	-33.7	10.5	8.2	-	-	-	13.0	
TA XIII A LP	11,921,026	0.2		0.5	3.0	12.8	33.9	-	-	-	27.8	Jan-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>10.0</u>	
Over/Under				-7.9	-1.1	29.9	48.7	-	-	-	17.8	
Dover Street X, LP	31,289,865	0.4		0.0	5.2	16.5	33.0	-	-	-	41.0	Feb-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>10.3</u>	
Over/Under				-8.4	1.1	33.6	47.8	-	-	-	30.7	
Hellman & Friedman CP IX	23,457,253	0.3		0.0	-5.3	3.4	3.4	-	-	-	8.3	Apr-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>21.4</u>	
Over/Under				-8.4	-9.4	20.5	18.2	-	-	-	-13.1	
Clearlake Capital Partners VI	27,032,726	0.4		0.0	-2.1	5.8	28.9	-	-	-	32.6	Jun-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>14.2</u>	
Over/Under				-8.4	-6.2	22.9	43.7	-	-	-	18.4	
Flexpoint Fund IV	9,498,727	0.1		0.0	18.7	38.7	44.0	-	-	-	34.8	Jun-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>14.2</u>	
Over/Under				-8.4	14.6	55.8	58.8	-	-	-	20.6	
Battery Ventures XIII	17,164,574	0.2		0.0	-0.6	22.0	23.7	-	-	-	20.6	Jun-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>14.2</u>	
Over/Under				-8.4	-4.7	39.1	38.5	-	-	-	6.4	
Green Equity Investors VIII, L.P.	13,874,793	0.2		0.0	-0.2	3.0	6.2	-	-	-	2.6	Nov-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>11.8</u>	
Over/Under				-8.4	-4.3	20.1	21.0	-	-	-	-9.2	
CapVest Private Equity Partners IV, SCSp	9,413,532	0.1		11.2	4.2	24.0	21.8	-	-	-	49.8	Dec-20
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>5.7</u>	
Over/Under				2.8	0.1	41.1	36.6	-	-	-	44.1	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Drive Capital Fund IV LP	3,683,080	0.1		0.0	-1.4	-4.0	-	-	-	-	-4.0	Jan-22
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	-	-	-	-	<u>-17.1</u>	
Over/Under				-8.4	-5.5	13.1	-	-	-	-	13.1	
Great Hill Equity Partners VII	6,377,773	0.1		0.0	-4.1	-12.6	-18.7	-	-	-	115.8	Jan-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>3.4</u>	
Over/Under				-8.4	-8.2	4.5	-3.9	-	-	-	112.4	
Vitruvian Investment Partners IV	12,261,323	0.2		0.9	-4.4	17.8	12.6	-	-	-	-100.0	Jan-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>3.4</u>	
Over/Under				-7.5	-8.5	34.9	27.4	-	-	-	-103.4	
CRV XVIII, L.P.	15,127,982	0.2		0.0	1.0	15.2	19.6	-	-	-	9.5	Mar-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>1.9</u>	
Over/Under				-8.4	-3.1	32.3	34.4	-	-	-	7.6	
GGV Capital VIII, L.P.	5,081,783	0.1		0.0	-2.2	5.1	22.6	-	-	-	12.0	May-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-3.8</u>	
Over/Under				-8.4	-6.3	22.2	37.4	-	-	-	15.8	
GGV Discovery III, L.P.	2,166,641	0.0		0.0	2.5	15.2	45.8	-	-	-	27.2	May-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-3.8</u>	
Over/Under				-8.4	-1.6	32.3	60.6	-	-	-	31.0	
Oak HC/FT Partners IV, L.P.	8,441,814	0.1		-0.4	5.6	22.9	22.9	-	-	-	11.0	May-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-3.8</u>	
Over/Under				-8.8	1.5	40.0	37.7	-	-	-	14.8	
Prairie Capital VII, LP	4,139,743	0.1		0.0	2.2	16.6	16.6	-	-	-	5.2	Jun-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-4.4</u>	
Over/Under				-8.4	-1.9	33.7	31.4	-	-	-	9.6	
GGV Capital VIII Plus, L.P.	1,055,893	0.0		0.0	-0.4	3.8	3.8	-	-	-	2.8	Jul-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-6.5</u>	
Over/Under				-8.4	-4.5	20.9	18.6	-	-	-	9.3	
Flexpoint Overage Fund IV A, L.P.	2,618,361	0.0		0.0	3.2	15.5	15.2	-	-	-	11.2	Jul-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-6.5</u>	
Over/Under				-8.4	-0.9	32.6	30.0	-	-	-	17.7	
Abbott Secondary Opportunities II, L.P.	14,918,623	0.2		2.3	31.0	29.5	38.8	-	-	-	95.3	Jul-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-6.5</u>	
Over/Under				-6.1	26.9	46.6	53.6	-	-	-	101.8	
Genstar X Opportunities Fund I, LP	2,317,216	0.0		0.0	-2.3	8.2	7.9	-	-	-	6.7	Sep-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-11.1</u>	
Over/Under				-8.4	-6.4	25.3	22.7	-	-	-	17.8	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Charlesbank Overage Fund X	3,808,848	0.1		0.0	2.5	8.0	10.0	-	-	-	8.5	Sep-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-11.1</u>	
Over/Under				-8.4	-1.6	25.1	24.8	-	-	-	19.6	
Charlesbank Equity Fund X	8,223,138	0.1		0.0	-1.3	2.4	1.7	-	-	-	1.5	Sep-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-11.1</u>	
Over/Under				-8.4	-5.4	19.5	16.5	-	-	-	12.6	
GTCR Fund XIII	15,434,404	0.2		0.0	2.2	29.8	73.5	-	-	-	60.3	Sep-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-11.1</u>	
Over/Under				-8.4	-1.9	46.9	88.3	-	-	-	71.4	
Hellman & Friedman CP X	10,108,284	0.1		0.0	-5.9	-7.3	-7.3	-	-	-	-7.3	Nov-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	<u>-14.8</u>	-	-	-	<u>-14.8</u>	
Over/Under				-8.4	-10.0	9.8	7.5	-	-	-	7.5	
Genstar Capital Partners X LP	6,447,071	0.1		0.0	-2.0	10.3	-	-	-	-	11.6	Dec-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	-	-	-	-	<u>-13.7</u>	
Over/Under				-8.4	-6.1	27.4	-	-	-	-	25.3	
TA XIV A LP	3,357,866	0.0		-4.8	-11.6	-11.6	-	-	-	-	-11.6	Dec-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	-	-	-	-	<u>-13.7</u>	
Over/Under				-13.2	-15.7	5.5	-	-	-	-	2.1	
CVC Capital Partners VIII A LP	6,684,243	0.1		0.9	4.2	2.9	-	-	-	-	17.0	Dec-21
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	-	-	-	-	<u>-13.7</u>	
Over/Under				-7.5	0.1	20.0	-	-	-	-	30.7	
Drive Capital Overdrive	4,070,846	0.1		0.0	-1.8	-4.4	-	-	-	-	-4.4	Jan-22
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	<u>-17.1</u>	-	-	-	-	<u>-17.1</u>	
Over/Under				-8.4	-5.9	12.7	-	-	-	-	12.7	
Kinderhook Capital Fund 7	1,942,340	0.0		0.0	-1.6	-	-	-	-	-	-16.7	Mar-22
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	-	-	-	-	-	<u>-9.9</u>	
Over/Under				-8.4	-5.7	-	-	-	-	-	-6.8	
Pantheon Global Secondary Funds VII	3,818,444	0.1		0.0	14.1	-	-	-	-	-	14.1	Apr-22
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	-	-	-	-	-	<u>-12.9</u>	
Over/Under				-8.4	10.0	-	-	-	-	-	27.0	
Harbourvest PTN Co Inv VI LP	5,104,591	0.1		-4.3	-2.8	-	-	-	-	-	-2.8	May-22
Russell 3000 + 2%				<u>8.4</u>	<u>4.1</u>	-	-	-	-	-	<u>-4.5</u>	
Over/Under				-12.7	-6.9	-	-	-	-	-	1.7	
Clearlake Capital Partners VII	6,624,956	0.1		-3.9	-3.9	-	-	-	-	-	-3.9	Jun-22
Russell 3000 + 3%				<u>8.5</u>	<u>4.4</u>	-	-	-	-	-	<u>-4.1</u>	
Over/Under				-12.4	-8.3	-	-	-	-	-	0.2	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Battery Ventures XIV	346,789	0.0		0.0	-	-	-	-	-	-	-	Jul-22
Russell 3000 + 3%				<u>8.5</u>	<u>4.4</u>	-	-	-	-	-	<u>4.4</u>	
Over/Under				-8.5	-	-	-	-	-	-	-	
Oak HC/FT Partners V	505,528	0.0		71.7	-	-	-	-	-	-	-	Jul-22
Russell 3000 + 3%				<u>8.5</u>	<u>4.4</u>	-	-	-	-	-	<u>4.4</u>	
Over/Under				63.2	-	-	-	-	-	-	-	
Advent International GPE X LP	700,000	0.0		0.0	-	-	-	-	-	-	0.0	Sep-22
Russell 3000 + 3%				<u>8.5</u>	-	-	-	-	-	-	<u>6.8</u>	
Over/Under				-8.5	-	-	-	-	-	-	-6.8	
GTCR Strategic Growth 1/A	68,000	0.0		0.0	-	-	-	-	-	-	0.0	Sep-22
Russell 3000 + 3%				<u>8.5</u>	-	-	-	-	-	-	<u>7.8</u>	
Over/Under				-8.5	-	-	-	-	-	-	-7.8	
GTCR Strategic Growth 1/B	245,000	0.0		0.0	-	-	-	-	-	-	0.0	Sep-22
Russell 3000 + 3%				<u>8.5</u>	-	-	-	-	-	-	<u>7.8</u>	
Over/Under				-8.5	-	-	-	-	-	-	-7.8	
Riverside Micro Cap Fund VI, LP	1,328,389	0.0		0.0	-	-	-	-	-	-	0.0	Sep-22
Russell 3000 + 3%				<u>8.5</u>	-	-	-	-	-	-	<u>8.1</u>	
Over/Under				-8.5	-	-	-	-	-	-	-8.1	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Private Credit	331,404,695	4.8	8.0	0.1	-0.2	2.6	5.1	9.0	-	-	7.9	Jan-18
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				<u>1.9</u>	<u>2.2</u>	<u>-7.1</u>	<u>-6.5</u>	<u>2.2</u>	-	-	<u>3.7</u>	
Over/Under				-1.8	-2.4	9.7	11.6	6.8	-	-	4.2	
CVI Credit Value Fund IV	27,012,953	0.4		0.4	4.8	5.9	6.7	7.8	-	-	7.0	Jan-18
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	<u>2.9</u>	-	-	<u>4.1</u>	
Over/Under				-1.6	2.1	11.9	11.8	4.9	-	-	2.9	
Monroe Capital Private Credit Fund III	21,714,096	0.3		0.0	0.9	7.0	10.6	11.7	-	-	11.0	Dec-18
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	<u>2.9</u>	-	-	<u>4.3</u>	
Over/Under				-2.0	-1.8	13.0	15.7	8.8	-	-	6.7	
Bluebay Direct Lending Fund III	16,717,939	0.2		0.0	1.8	6.7	11.4	11.0	-	-	10.2	Apr-19
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	<u>2.9</u>	-	-	<u>3.6</u>	
Over/Under				-2.0	-0.9	12.7	16.5	8.1	-	-	6.6	
Pimco Private Income Fund	71,371,650	1.0		-0.6	0.7	2.0	4.2	9.6	-	-	9.6	Nov-19
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	<u>2.9</u>	-	-	<u>2.9</u>	
Over/Under				-2.6	-2.0	8.0	9.3	6.7	-	-	6.7	
Bridge Debt Strategies III Limited Partner	16,556,813	0.2		0.0	0.0	1.9	6.8	-	-	-	6.8	Jan-20
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>2.2</u>	
Over/Under				-2.0	-2.7	7.9	11.9	-	-	-	4.6	
PIMCO Corp Opps Fund III	49,003,234	0.7		0.0	-6.2	-0.2	3.6	-	-	-	37.1	May-20
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>6.2</u>	
Over/Under				-2.0	-8.9	5.8	8.7	-	-	-	30.9	
Torchlight Debt Fund VII, L.P.	13,002,863	0.2		0.0	3.2	4.8	5.4	-	-	-	3.4	Jan-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>0.1</u>	
Over/Under				-2.0	0.5	10.8	10.5	-	-	-	3.3	
Crayhill Principal Strategies Fund II	9,141,108	0.1		0.0	3.6	29.4	34.9	-	-	-	23.1	May-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-1.5</u>	
Over/Under				-2.0	0.9	35.4	40.0	-	-	-	24.6	
CVI Credit Value Fund A V	15,391,597	0.2		-1.1	0.2	-1.1	-1.7	-	-	-	4.8	Jun-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-1.9</u>	
Over/Under				-3.1	-2.5	4.9	3.4	-	-	-	6.7	

TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	FYTD (%)	YTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Bridge Debt Strategies Fund IV LP	15,893,383	0.2		0.0	-0.4	4.9	5.7	-	-	-	4.5	Aug-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-3.1</u>	
Over/Under				-2.0	-3.1	10.9	10.8	-	-	-	7.6	
Cross Ocean USD ESS Fund IV	12,532,094	0.2		0.0	-1.2	5.3	5.3	-	-	-	4.5	Sep-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-3.9</u>	
Over/Under				-2.0	-3.9	11.3	10.4	-	-	-	8.4	
Harbourvest Direct Lending L	18,629,329	0.3		4.0	4.0	4.0	4.0	-	-	-	3.4	Sep-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-3.9</u>	
Over/Under				2.0	1.3	10.0	9.1	-	-	-	7.3	
Bain Capital Special Situations Asia Fund II	2,765,141	0.0		0.0	1.9	9.3	9.3	-	-	-	9.3	Nov-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	<u>-5.1</u>	-	-	-	<u>-5.1</u>	
Over/Under				-2.0	-0.8	15.3	14.4	-	-	-	14.4	
Arbour Lane Credit Opp III A	11,626,094	0.2		0.0	-8.6	-9.5	-	-	-	-	-9.5	Dec-21
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	-	-	-	-	<u>-4.6</u>	
Over/Under				-2.0	-11.3	-3.5	-	-	-	-	-4.9	
Monroe Private Capital Fund IV	17,677,191	0.3		0.0	-0.1	4.0	-	-	-	-	4.0	Jan-22
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	<u>-6.0</u>	-	-	-	-	<u>-6.0</u>	
Over/Under				-2.0	-2.8	10.0	-	-	-	-	10.0	
Crescent Cove Opportunity Fund LP	12,369,209	0.2		0.0	-0.7	-	-	-	-	-	-0.7	Jun-22
50% BofA ML US HY BB-B Constrained/ 50% CS Leveraged Loan +150bps				<u>2.0</u>	<u>2.7</u>	-	-	-	-	-	<u>-1.7</u>	
Over/Under				-2.0	-3.4	-	-	-	-	-	1.0	

Policy Index as of July 2021: 26% Russell 3000 Index, 16% MSCI ACWI ex U.S., 10% MSCI ACWI, 16% Russell 3000 +2%, 12% Bloomberg US Aggregate, 6% 50% CS Leveraged Loan/50% ICE BofA US HY

BB-B Rated Constrained Index, 8% NCREIF ODCE, 6% CPI+2%.

Prior to January 2016 the Total U.S. Equity Benchmark was a dynamic hybrid using the respective managers' market value weights within the U.S. Equity component toward their benchmark. Prior to May 2013,

the Dow Jones U.S. Total Stock Market Index. Prior to May 2007, the Russell 3000 Index.

Reams Custom Index: Merrill Lynch 3 Month Libor Constant Maturity Index, prior to February 2013 the Bloomberg Aggregate.

Loomis Custom Index: 65% Bloomberg US Aggregate, 30% Citigroup High Yield Market Index and 5% JPM Non-US Hedged Bond Index.

Total Real Estate Benchmark: NCREIF ODCE; prior to January 2006, the NCREIF Property Index.

Total Real Assets Benchmark CPI + 4% from inception until 6/30/2019; CPI +2% from 6/30/2019 to present.

Real Estate managers and NCREIF ODCE are valued on a quarterly basis. Performance is not applicable in mid-quarter months, therefore 0% return is shown.

Please Note: Private Equity performance is shown on a time-weighted return basis. Values are cash adjusted with current month cash flows.

PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Abbott Secondary Opportunities, LP.	2017	12/21/2017	\$25,000,000	\$24,984,164	\$378,552	98%	\$29,843,875	\$10,609,193	\$40,453,068	\$15,468,904	25.7%	1.19x	1.62x
Abbott Secondary Opportunities II, LP.	2020	1/31/2020	\$40,000,000	\$12,759,594	\$27,240,406	--	\$2,400,000	\$14,583,888	\$16,983,888	\$4,224,294	97.8%	0.19x	1.33x
ABRY Partners IX	2019	12/6/2018	\$10,600,000	\$9,413,237	\$2,794,873	89%	\$1,608,110	\$10,021,572	\$11,629,682	\$2,216,445	12.3%	0.17x	1.24x
Adams Street 2010 U.S. Fund	2010	5/21/2010	\$42,500,000	\$37,442,500	\$5,057,500	88%	\$66,117,642	\$31,433,346	\$97,550,988	\$60,093,275	17.4%	1.77x	2.61x
Adams Street 2010 Non-U.S. Dev. Mkts Fund	2010	5/21/2010	\$25,500,000	\$22,962,749	\$2,537,251	90%	\$32,290,621	\$11,919,637	\$44,210,258	\$21,245,920	13.2%	1.41x	1.93x
Adams Street 2010 Non-U.S. Emg Mkts Fund	2010	1/3/2011	\$8,500,000	\$7,633,000	\$867,000	90%	\$7,259,136	\$8,904,059	\$16,163,195	\$8,530,195	11.5%	0.95x	2.12x
Adams Street 2010 Direct Fund	2010	5/21/2010	\$8,500,000	\$8,168,500	\$331,500	96%	\$11,771,846	\$3,882,800	\$15,654,646	\$7,479,449	12.3%	1.44x	1.92x
Adams Street 2013 Global Fund	2013	6/27/2013	\$75,000,000	\$68,247,120	\$6,752,880	91%	\$60,938,371	\$91,379,065	\$152,317,436	\$84,059,588	15.9%	0.89x	2.23x
Adams Street 2016 Global Fund	2016	8/16/2016	\$60,000,000	\$49,384,776	\$10,615,224	82%	\$21,068,412	\$74,361,014	\$95,429,426	\$46,044,650	23.1%	0.43x	1.93x
Adams Street Co-Investment Fund IV A	2018	9/24/2018	\$30,000,000	\$28,087,931	\$5,242,521	94%	\$9,740,499	\$34,027,485	\$43,767,984	\$15,612,245	24.7%	0.35x	1.56x
Adams Street Co-Investment Fund V	2022	9/30/2021	\$35,000,000	\$1,750,000	\$33,250,000	5%	--	\$1,825,888	\$1,825,888	--	14.3%	--	1.04x
Advent International GPE IX	2019	5/23/2019	\$10,000,000	\$8,700,722	\$1,299,278	87%	\$799,600	\$13,816,062	\$14,615,662	\$5,914,940	41.0%	0.09x	1.68x
Advent International GPE X	2022	4/28/2022	\$20,000,000	\$700,000	\$19,300,000	4%	--	\$404,310	\$404,310	--	-100.0%	--	0.58x
Astorg VII	2019	12/17/2018	\$8,631,923	\$7,770,216	\$861,707	90%	--	\$8,704,452	\$8,704,452	\$934,236	8.6%	--	1.12x
Astorg VIII	2022	2/1/2022	\$16,719,581	\$1,743,111	\$14,976,470	10%	--	\$1,423,888	\$1,423,888	--	-64.7%	--	0.82x
Battery Ventures XII	2018	2/1/2018	\$9,050,000	\$8,161,290	\$888,710	90%	\$4,614,992	\$21,854,151	\$26,469,143	\$18,307,853	42.9%	0.57x	3.24x
Battery Ventures XII Side Fund	2018	2/1/2018	\$5,050,000	\$4,772,755	\$277,245	95%	\$5,210,840	\$11,075,543	\$16,286,383	\$11,513,628	45.5%	1.09x	3.41x
Battery Ventures XIII	2020	2/11/2020	\$9,240,000	\$7,331,940	\$1,908,060	79%	--	\$10,072,058	\$10,072,058	\$2,740,118	24.3%	--	1.37x
Battery Ventures XIII Side Fund	2020	2/11/2020	\$6,160,000	\$4,918,144	\$1,241,856	80%	--	\$7,092,058	\$7,092,058	\$2,173,914	29.0%	--	1.44x
Battery Ventures XIV	2022	2/24/2022	\$10,000,000	\$400,000	\$9,600,000	4%	--	\$346,789	\$346,789	(\$53,211)	-51.5%	--	0.87x
Buenaventure One, LLC	2018	1/5/2018	\$240,099,750	\$130,720,590	\$109,379,160	54%	\$17,233,156	\$186,755,828	\$203,988,984	\$73,268,394	35.8%	0.13x	1.56x
CapVest Equity Partners IV	2019	7/11/2018	\$12,006,634	\$7,966,915	\$4,039,719	66%	--	\$9,268,567	\$9,268,567	\$1,301,652	13.8%	--	1.16x
CapVest Equity Partners V	2021	11/23/2021	\$16,835,149	--	\$16,835,149	--	--	(\$168,108)	(\$168,108)	--	-100.00%	--	--
Charlesbank Equity Fund X	2020	11/20/2020	\$24,000,000	\$8,185,865	\$15,814,135	34%	\$21,759	\$8,131,861	\$8,131,861	(\$54,004)	-0.6%	0x	0.99x
Charlesbank Equity Overage Fund X	2020	11/20/2020	\$6,000,000	\$3,577,421	\$2,422,579	60%	\$2,810	\$3,749,571	\$3,752,381	\$174,960	9.2%	0x	1.05x
Clearlake Capital Partners V	2017	12/22/2017	\$9,950,000	\$14,046,956	\$2,015,285	80%	\$17,480,527	\$13,349,558	\$30,830,085	\$16,736,971	47.3%	1.24x	2.19x
Clearlake Capital Partners VI	2020	1/2/2020	\$18,700,000	\$18,922,043	\$522,109	101%	\$1,566,382	\$27,015,263	\$28,581,645	\$9,659,602	36.8%	0.08x	1.51x
Clearlake Capital Partners VII	2021	9/17/2021	\$20,000,000	\$6,896,519	\$13,103,481	34%	\$487	\$6,595,452	\$6,595,939	(\$300,580)	-11.9%	0x	0.96x
CRV XVIII	2020	7/2/2020	\$15,000,000	\$11,887,500	\$3,112,500	79%	--	\$14,122,453	\$14,122,453	\$2,234,953	17.1%	--	1.19x
CRV XIX	2022	1/27/2022	\$10,000,000	\$1,075,000	\$8,925,000	11%	--	\$1,005,525	\$1,005,525	(\$69,475)	-23%	--	0.94x
CVC Capital Partners VIII	2020	5/22/2020	\$18,681,448	\$6,586,811	\$12,094,637	35%	--	\$6,401,464	\$6,401,464	(\$185,347)	-4.8%	--	0.97x
Drive Capital Fund II	2016	8/19/2016	\$15,000,000	\$14,946,053	\$57,157	100%	\$3,410,764	\$29,550,230	\$32,960,994	\$18,011,731	23.1%	--	2.21x
Drive Capital Fund III	2019	4/5/2019	\$7,500,000	\$6,104,940	\$1,395,060	81%	--	\$8,012,818	\$8,012,818	\$1,907,878	21.5%	--	1.31x
Drive Capital Fund IV	2021	12/27/2021	\$10,000,000	\$3,833,000	\$6,167,000	38%	--	\$3,683,079	\$3,683,079	(\$149,921)	-7.8%	--	0.96x
Drive Capital Overdrive Fund I	2019	4/5/2019	\$7,500,000	\$7,281,105	\$218,895	97%	\$12,492	\$13,950,989	\$13,963,481	\$6,682,376	32.8%	--	1.92x
Drive Capital Overdrive Fund II	2021	12/27/2021	\$10,000,000	\$2,715,599	\$7,284,401	27%	--	\$2,616,493	\$2,616,493	(\$99,106)	-8.0%	--	0.96x
ECI 11	2018	7/5/2018	\$9,524,071	\$7,720,670	\$1,803,401	81%	\$3,096,662	\$7,724,041	\$10,820,703	\$3,100,033	18.5%	0.4x	1.4x
ECI 12	2022	7/15/2022	\$18,252,599	--	\$18,252,599	--	--	--	--	--	--	--	--

PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Flexpoint Fund IV-A	2019	7/2/2019	\$10,650,000	\$6,105,377	\$4,544,623	57%	--	\$9,498,730	\$9,498,730	\$3,393,353	39.6%	--	1.56x
Flexpoint Overage Fund IV-A	2019	7/2/2019	\$3,550,000	\$2,271,591	\$1,278,409	64%	--	\$2,618,360	\$2,618,360	\$346,769	16.2%	--	1.15x
Genstar Capital Partners IX	2019	2/21/2019	\$7,500,000	\$7,054,546	\$924,285	94%	\$3,137,975	\$9,058,471	\$12,196,446	\$5,141,900	37.2%	0.44x	1.73x
Genstar Capital Partners IX Opportunities Program	2019	2/21/2019	\$2,500,000	\$2,121,367	\$428,041	85%	\$936,934	\$2,736,330	\$3,673,264	\$1,551,897	28.9%	--	1.73x
Genstar Capital Partners X	2021	4/1/2021	\$15,000,000	\$6,363,688	\$8,636,312	42%	--	\$6,360,219	\$6,360,219	(\$3,469)	-0.2%	--	1x
Genstar Capital Partners X Opportunities Program	2021	4/1/2021	\$5,000,000	\$2,253,113	\$2,746,887	45%	--	\$2,317,215	\$2,317,215	\$64,102	5.2%	--	1.03x
GGV Capital VII	2019	8/15/2018	\$10,160,000	\$9,499,600	\$660,400	94%	\$69,608	\$14,028,994	\$14,098,602	\$4,599,002	18.5%	0.01x	1.49x
GGV Capital VII Plus	2019	8/15/2018	\$2,540,000	\$2,476,500	\$63,500	98%	--	\$3,087,972	\$3,087,972	\$611,472	10.1%	--	1.25x
GGV Capital VIII	2020	10/30/2020	\$9,180,000	\$4,498,200	\$4,681,800	49%	--	\$5,081,782	\$5,081,782	\$583,582	13.4%	--	1.13x
GGV Capital VIII Plus	2020	10/30/2020	\$2,295,000	\$1,021,275	\$1,273,725	45%	--	\$1,055,893	\$1,055,893	\$34,618	3.8%	--	1.03x
GGV Discovery II	2019	8/15/2018	\$2,100,000	\$1,953,000	\$147,000	93%	--	\$3,962,272	\$3,962,272	\$2,009,272	36.7%	--	2.03x
GGV Discovery III	2020	10/30/2020	\$3,825,000	\$1,663,875	\$2,161,125	44%	--	\$2,166,642	\$2,166,642	\$502,767	29.7%	--	1.3x
Great Hill Equity Partners VII	2019	6/28/2019	\$8,900,000	\$6,908,286	\$1,991,714	78%	\$2,458,521	\$7,088,413	\$9,546,934	\$2,638,648	121.1%	0.36x	1.38x
Great Hill Equity Partners VIII	2021	11/1/2021	\$25,000,000	--	\$25,000,000	--	--	(\$1,177,685)	(\$1,177,685)	--	-100.0%	--	--
Green Equity Investors VIII	2019	10/18/2019	\$15,000,000	\$13,070,155	\$1,943,976	87%	\$14,131	\$13,874,787	\$13,888,918	\$818,763	5.8%	0x	1.06x
Green Equity Investors IX	2022	3/1/2022	\$13,300,000	--	\$13,300,000	--	--	--	--	--	--	--	--
GTCR Fund XII	2017	9/29/2017	\$30,000,000	\$24,532,892	\$5,467,108	82%	\$12,846,870	\$32,368,902	\$45,215,772	\$20,682,880	29.6%	0.52x	1.84x
GTCR Fund XIII	2020	10/27/2020	\$30,000,000	\$10,995,000	\$19,005,000	37%	\$1,085,493	\$13,136,839	\$14,222,332	\$3,227,332	60.7%	0.1x	1.29x
GTCR Strategic Growth Fund I	2022	1/18/2022	\$10,000,000	\$313,000	\$9,687,000	3%	--	\$166,484	\$166,484	--	-100.0%	--	0.53x
HarbourVest - Dover Street VIII	2013	5/30/2013	\$67,500,000	\$62,184,954	\$5,400,000	92%	\$96,826,051	\$9,137,877	\$105,963,928	\$43,694,020	20.1%	1.56x	1.7x
HarbourVest - Dover Street IX	2016	12/16/2016	\$60,000,000	\$51,000,000	\$9,000,000	85%	\$50,863,557	\$41,650,789	\$92,514,346	\$41,514,346	25.6%	1x	1.81x
HarbourVest - Dover Street X	2019	5/31/2019	\$40,000,000	\$21,500,000	\$18,500,000	54%	\$6,934,400	\$26,797,326	\$33,731,726	\$12,231,726	51.8%	0.32x	1.57x
HarbourVest Partners Co-Investment IV	2017	6/2/2017	\$30,000,000	\$24,464,388	\$5,732,352	82%	\$22,418,445	\$24,398,250	\$46,816,695	\$22,352,307	17.9%	0.92x	1.91x
HarbourVest Partners Co-Investment V	2019	7/31/2018	\$35,000,000	\$27,125,000	\$7,875,000	78%	\$4,206,621	\$41,569,433	\$45,776,054	\$18,651,054	26.7%	0.16x	1.69x
HarbourVest Partners Co-Investment VI	2021	6/24/2021	\$35,000,000	\$5,250,000	\$29,750,000	15%	--	\$5,104,591	\$5,104,591	(\$145,409)	-9.6%	--	0.97x
Hellman & Friedman Capital Partners IX	2019	9/28/2018	\$19,800,000	\$20,080,385	\$768,872	101%	\$1,156,489	\$23,225,971	\$24,382,460	\$4,302,075	12.4%	0.06x	1.21x
Hellman & Friedman Capital Partners X	2021	5/10/2021	\$20,000,000	\$10,901,910	\$9,098,090	--	--	\$10,108,284	\$10,108,284	(\$793,626)	-10.0%	--	0.93x
Insight Venture Partners X	2017	10/13/2017	\$25,000,000	\$25,680,872	\$1,235,312	103%	\$10,857,572	\$50,907,751	\$61,765,323	\$36,084,451	31.1%	0.42x	2.41x
Jade Equity Investors II	2022	3/1/2022	\$6,700,000	--	\$6,700,000	--	--	--	--	--	--	--	--
Kinderhook Capital Fund 7	2022	1/28/2022	\$10,000,000	\$1,721,065	\$8,278,935	--	--	\$1,633,695	\$1,633,695	-\$87,370	-26.7%	--	0.95x
M/C Partners VIII	2019	4/2/2018	\$10,000,000	\$7,328,732	\$2,671,268	73%	\$929,368	\$8,050,392	\$8,979,760	\$1,651,028	13.3%	0.13x	1.23x
M/C Partners IX	2022	5/6/2022	\$10,000,000	--	\$10,000,000	--	--	--	--	--	--	--	--
Oak HC/FT Partners III	2019	7/31/2019	\$15,000,000	\$14,526,349	\$1,821,841	97%	\$1,348,190	\$24,040,786	\$25,388,976	\$10,862,627	35.8%	0.09x	1.75x
Oak HC/FT Partners IV	2021	2/17/2021	\$10,000,000	\$7,691,409	\$2,308,591	77%	--	\$8,429,587	\$8,429,587	\$738,178	10.8%	--	1.1x
Oak HC/FT Partners V	2022	5/11/2022	\$10,000,000	\$294,359	\$9,705,641	3%	--	\$290,956	\$290,956	(\$3,403)	-5.9%	--	0.99x
Pantheon Global Secondary Fund IV	2010	6/24/2010	\$15,000,000	\$9,960,000	\$2,040,000	66%	\$14,929,293	\$1,031,856	\$15,961,149	\$6,001,149	13.0%	1.5x	1.6x
Pantheon Global Secondary Fund V	2015	2/6/2015	\$50,000,000	\$38,616,509	\$11,383,491	77%	\$30,050,297	\$35,224,037	\$65,274,334	\$26,820,339	14.4%	0.78x	1.69x
Pantheon Global Secondary Fund VI	2018	2/24/2020	\$25,000,000	\$16,597,805	\$8,637,113	66%	\$3,223,046	\$25,337,639	\$28,560,685	\$11,962,880	34.5%	0.19x	1.72x
Pantheon Global Secondary Fund VII	2022	10/28/2021	\$25,000,000	\$3,341,803	\$21,658,197	13%	\$30,781	\$3,661,277	\$3,692,058	\$350,255	21.4%	0.01x	1.1x
Prairie Capital VII QP	2021	4/6/2021	\$10,800,000	\$3,672,000	\$7,128,000	34%	--	\$4,139,742	\$4,139,742	\$467,742	16.0%	--	1.13x
The Resolute Fund IV	2018	5/2/2018	\$20,000,000	\$20,911,435	\$2,760,006	105%	\$12,324,340	\$28,739,163	\$41,063,503	\$20,152,068	43.4%	0.59x	1.96x
Ridgemont Equity Partners IV	2021	10/29/2021	\$20,000,000	--	\$20,000,000	--	--	-\$52,112	-\$52,112	--	-100.0%	--	--
Riverside Micro-Cap Fund V	2018	8/21/2018	\$10,000,000	\$7,668,324	\$2,331,676	77%	--	\$10,560,846	\$10,560,846	\$2,892,522	18.3%	--	1.38x
Riverside Micro-Cap Fund VI	2021	8/26/2021	\$20,000,000	\$1,328,389	\$18,671,611	7%	--	\$343,843	\$343,843	--	-100.0%	--	0.26x
TA XIII	2019	5/2/2019	\$10,000,000	\$9,350,000	\$650,000	94%	\$3,650,000	\$11,858,401	\$15,508,401	\$6,158,401	38.7%	0.39x	1.66x
TA XIV	2021	5/27/2021	\$10,000,000	\$3,800,000	\$6,200,000	--	--	\$3,526,163	\$3,526,163	--	-11.7%	--	0.93x
Vitruvian Investment Partnership IV	2020	6/3/2020	\$19,502,390	\$12,374,480	\$7,127,910	63%	--	\$11,774,975	\$11,774,975	(\$599,505)	-7.4%	--	0.95x

Total VCERA Private Equity Program

5/21/2010 \$1,822,380,015 \$1,092,887,005 \$747,706,326 60% \$578,058,910 \$1,255,538,952 \$1,833,597,862 \$750,187,303 19.5% 0.53x 1.68x

1. Includes recycled/recallable distributions received to date.

2. Add'l Fees represents notional interest paid/(received).

2. Add'l Fees for Pantheon Global Secondary Fund V includes notional interest paid/(received) and management fee rebates paid to VCERA.

Note: Private Equity performance data is reported net of fees.

Performance shown is based on 10/31/2022 statement of investments produced by Abbott Capital.



PRIVATE CREDIT LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Arbour Lane Credit Opp III A	2021	11/15/2021	\$30,000,000	\$12,662,011	\$17,337,989	42%	\$0	\$11,626,094	\$11,626,094	-\$1,035,917	-11.8%	0x	0.92x
Bain Capital Special Situations Asia Fund II	2021	7/26/2021	\$25,000,000	\$2,529,966	\$22,470,034	10%	\$0	\$2,765,141	\$2,765,141	\$0	9.5%	0x	1.09x
BlueBay Direct Lending III	2019	2/12/2019	\$25,000,000	\$16,105,933	\$8,894,067	64%	\$3,075,371	\$16,717,939	\$19,793,310	\$3,687,376	10.1%	0.19x	1.23x
Bridge Debt Strategies III	2019	12/20/2019	\$25,000,000	\$24,072,665	\$927,335	96%	\$9,173,693	\$16,556,813	\$25,730,507	\$1,657,842	0.0%	0.38x	1.07x
Bridge Debt Strategies Fund IV	2021	7/26/2021	\$25,000,000	\$18,401,101	\$6,598,899	74%	\$3,379,815	\$15,893,383	\$19,273,199	\$872,097	4.7%	0.18x	1.05x
Crayhill Principal Strategies II	2021	4/23/2021	\$25,000,000	\$16,150,099	\$8,849,901	65%	\$7,518,298	\$9,141,108	\$16,659,406	\$509,307	0.0%	0.47x	1.03x
Crescent Cove Opportunity Fund LP	2022	5/20/2022	\$25,000,000	\$12,500,000	\$12,500,000	50%	\$41,250	\$12,369,209	\$12,410,459	-\$89,541	0.0%	0x	0.99x
Cross Ocean USD ESS Fund IV	2021	6/21/2021	\$25,000,000	\$12,141,954	\$12,858,046	49%	\$0	\$12,532,094	\$12,532,094	\$390,140	6.9%	0x	1.03x
CVI Credit Value Fund IV	2017	12/31/2017	\$30,000,000	\$33,600,000	-\$3,600,000	112%	\$14,889,955	\$27,012,953	\$41,902,909	\$8,302,909	8.0%	0.44x	1.25x
CVI Credit Value Fund V	2021	3/29/2021	\$30,000,000	\$15,174,333	\$14,825,667	51%	\$1,618	\$15,391,597	\$15,393,215	\$218,882	0.0%	0x	1.01x
Harbourvest Direct Lending L	2021	6/21/2021	\$25,000,000	\$18,974,922	\$6,025,078	76%	\$641,229	\$18,629,329	\$19,270,558	\$295,636	2.5%	0.03x	1.02x
Monroe Capital Private Credit Fund III	2018	9/5/2018	\$25,000,000	\$21,253,151	\$3,746,849	85%	\$7,177,898	\$21,714,096	\$28,891,994	\$7,638,843	11.5%	0.34x	1.36x
Monroe Capital Private Credit Fund IV	2022	1/10/2022	\$30,000,000	\$24,172,755	\$5,827,245	81%	\$7,064,781	\$17,677,191	\$24,741,972	\$569,217	3.3%	0.29x	1.02x
PIMCO Corporate Opportunities Fund III	2020	1/26/2020	\$50,000,000	\$45,000,000	\$5,000,000	90%	\$126,148	\$49,003,234	\$49,129,382	\$4,129,382	8.6%	0x	1.09x
PIMCO Private Income Fund	2019	3/25/2019	\$55,000,000	\$55,000,000	\$0	100%	\$22,651	\$71,371,650	\$71,394,300	\$16,394,300	10.5%	0x	1.3x
Torchlight Debt Fund VII	2021	1/25/2021	\$25,000,000	\$13,765,285	\$11,234,715	55%	\$1,265,285	\$13,002,863	\$14,268,148	\$502,863	4.3%	0.09x	1.04x
Total VCERA Private Credit Program			\$475,000,000	\$341,504,176	\$133,495,824	72%	\$54,377,992	\$331,404,695	\$385,782,687	\$44,043,336	7.7%	0.16x	1.13x

1. Includes recycled/recallable distributions received to date.

Note: Private Credit performance data is reported net of fees.

Performance shown is based on 10/31/2022 cash-adjusted market values.



PRIVATE REAL ASSETS LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Brookfield Infrastructure Fund IV, LP	2019	10/21/2019	\$50,000,000	\$46,461,990	\$3,538,010	93%	\$8,312,802	\$44,282,160	\$52,594,961	\$6,132,971	11.4%	0.18x	1.13x
Harbourvest Real Assets Fund IV, LP	2019	7/15/2019	\$100,000,000	\$52,052,632	\$47,947,368	52%	\$9,317,655	\$61,192,328	\$70,509,983	\$18,457,351	57.1%	0.18x	1.35x
<i>Total VCERA Private Real Assets Program</i>													
			<i>\$150,000,000</i>	<i>\$98,514,622</i>	<i>\$51,485,378</i>	<i>66%</i>	<i>\$17,630,457</i>	<i>\$105,474,488</i>	<i>\$123,104,945</i>	<i>\$24,590,322</i>	<i>23.3%</i>	<i>0.18x</i>	<i>1.25x</i>

1. Includes recycled/recallable distributions received to date.

Note: Private Real Assets performance data is reported net of fees.

Performance shown is based on 10/31/2022 cash-adjusted market values.



PRIVATE REAL ESTATE LP PERFORMANCE

Fund Name	Vintage Year	Initial Investment Date	Commitment	Capital Called to Date ¹	Outstanding Commitment ¹	Call Ratio	Distributions to Date	Valuation	Total Value	Net Benefit	IRR	Since Inception	
												Distributions to Paid In Multiple (DPI)	Total Value to Paid In Multiple (TVPI)
Alterra IOS Venture II LP	2022	4/7/2022	\$35,000,000	\$22,527,540	\$12,472,460	64%	\$0	\$22,186,563	\$22,186,563	-\$340,977	-5.6%	0x	0.98x
LaSalle Income & Growth Fund VIII, LP	2019	2/26/2020	\$100,000,000	\$60,067,784	\$41,522,854	60%	\$21,908,613	\$48,096,622	\$70,005,235	\$9,937,451	17.0%	0.36x	1.17x
<i>Total VCERA Private Real Estate Program</i>			<i>\$135,000,000</i>	<i>\$82,595,324</i>	<i>\$53,995,314</i>	<i>61%</i>	<i>\$21,908,613</i>	<i>\$70,283,185</i>	<i>\$92,191,798</i>	<i>\$9,596,475</i>	<i>15.7%</i>	<i>0.27x</i>	<i>1.12x</i>

1. Includes recycled/recallable distributions received to date.

Note: Private Real Estate performance data is reported net of fees.

Performance shown is based on 10/31/2022 cash-adjusted market values.



CASH FLOW SUMMARY BY MANAGER

1 Month Ending October 31, 2022								
	Beginning Market Value	Contributions	Withdrawals	Net Cash Flow	Fees	Net Investment Change	Ending Market Value	Month Return
Abbott Capital Cash	\$46,455,233	\$72,746,989	-\$76,658,893	-\$3,911,904	-	-	\$42,543,329	0.00
Abbott Secondary Opportunities	\$10,609,193	-	-	-	-	-\$1	\$10,609,192	0.00
Abbott Secondary Opportunities II, L.P.	\$14,583,884	-	-	-	-	\$334,739	\$14,918,623	2.30
ABRY Partners IX, LP	\$10,080,040	-	-	-	-	-	\$10,080,040	0.00
Adams Street Global Fund Series	\$257,249,442	-	-\$2,097,929	-\$2,097,929	-	-	\$255,151,513	0.00
Advent International GPE IX LP	\$13,935,351	-	-	-	-	-	\$13,935,351	0.00
Advent International GPE X LP	\$700,000	-	-	-	-	-	\$700,000	0.00
Alterra IOS Venture II	\$8,186,566	\$14,000,000	-	\$14,000,000	-	-\$3	\$22,186,563	0.00
Arbour Lane Credit Opp III A	\$11,626,094	-	-	-	-	-	\$11,626,094	0.00
Astorg VII L.P.	\$10,437,970	-	-	-	-	\$92,703	\$10,530,673	0.89
Bain Capital Special Situations Asia Fund II	\$2,765,141	-	-	-	-	-	\$2,765,141	0.00
Battery Ventures XII	\$32,929,693	-	-	-	-	-	\$32,929,693	0.00
Battery Ventures XIII	\$17,164,574	-	-	-	-	-	\$17,164,574	0.00
Battery Ventures XIV	\$346,789	-	-	-	-	-	\$346,789	0.00
BlackRock ACWI ex-U.S. Index	\$453,430,551	-	-	-	-\$39,453	\$13,806,061	\$467,197,160	3.03
BlackRock MSCI ACWI Equity Index	\$625,722,579	-	-	-	-\$22,524	\$37,884,251	\$663,584,307	6.05
Blackrock Russell 1000 Index	\$1,440,510,635	-	-	-	-\$12,421	\$115,569,838	\$1,556,068,053	8.02
Blackrock Russell 2500 Index	\$76,191,588	-	-	-	-\$1,270	\$7,321,752	\$83,512,070	9.61
BlackRock U.S. Debt Fund	\$151,005,904	-	-	-	-\$8,367	-\$1,933,047	\$149,064,491	-1.29
Bluebay Direct Lending Fund III	\$16,717,939	-	-	-	-	-	\$16,717,939	0.00
Bridge Debt Strategies Fund IV LP	\$15,893,383	-	-	-	-	-	\$15,893,383	0.00
Bridge Debt Strategies III Limited Partner	\$16,556,813	-	-	-	-	-	\$16,556,813	0.00
Bridgewater All Weather Fund	\$311,429,544	-	-	-	-\$98,214	\$7,057,956	\$318,389,285	2.23
Brookfield Infra Fund IV B LP	\$44,282,160	-	-	-	-	-	\$44,282,160	0.00
Buenaventure One, LLC	\$186,755,818	-	-	-	-	-	\$186,755,818	0.00
Buenaventure Two, LLC	\$1,886,422	\$19,720	-	\$19,720	-	\$2,537	\$1,908,679	0.13
CapVest Private Equity Partners IV, SCSp	\$8,469,120	-	-	-	-	\$944,411	\$9,413,532	11.15
Charlesbank Equity Fund X	\$8,223,138	-	-	-	-	-	\$8,223,138	0.00
Charlesbank Overage Fund X	\$3,808,848	-	-	-	-	-	\$3,808,848	0.00
Clearlake Capital Partners V	\$13,364,909	-	-	-	-	-	\$13,364,909	0.00
Clearlake Capital Partners VI	\$27,032,726	-	-	-	-	-	\$27,032,726	0.00
Clearlake Capital Partners VII	\$6,896,032	-	-	-	-	-\$271,076	\$6,624,956	-3.93
Crayhill Principal Strategies Fund II	\$9,336,690	-	-\$195,580	-\$195,580	-	-\$1	\$9,141,108	0.00
Crescent Cove Opportunity Fund LP	\$12,410,463	-	-\$41,250	-\$41,250	-	-\$4	\$12,369,209	0.00
Cross Ocean USD ESS Fund IV	\$10,781,870	\$1,750,225	-	\$1,750,225	-	-	\$12,532,094	0.00
CRV XVIII, L.P.	\$15,127,982	-	-	-	-	-	\$15,127,982	0.00

CASH FLOW SUMMARY BY MANAGER

	Beginning Market Value	Contributions	Withdrawals	Net Cash Flow	Fees	Net Investment Change	Ending Market Value	Month Return
CVC Capital Partners VIII A LP	\$6,625,401	-	-	-	-	\$58,842	\$6,684,243	0.89
CVI Credit Value Fund A V	\$14,051,682	\$1,500,000	-	\$1,500,000	-	-\$160,085	\$15,391,597	-1.07
CVI Credit Value Fund IV	\$29,168,022	-	-\$2,261,770	-\$2,261,770	-	\$106,702	\$27,012,953	0.37
Dover Street X, LP	\$30,289,866	\$1,000,000	-	\$1,000,000	-	-\$1	\$31,289,865	0.00
Drive Capital Fund II	\$29,615,624	-	-	-	-	-	\$29,615,624	0.00
Drive Capital Fund III LP	\$8,012,819	\$85,387	-	\$85,387	-	-\$2	\$8,098,204	0.00
Drive Capital Fund IV LP	\$3,683,080	-	-	-	-	-	\$3,683,080	0.00
Drive Capital Overdrive	\$2,616,493	\$1,454,354	-	\$1,454,354	-	-\$1	\$4,070,846	0.00
Drive Capital Overdrive Fund I	\$13,950,991	\$35,582	-	\$35,582	-	-\$3	\$13,986,569	0.00
ECI 11	\$7,888,912	-	-	-	-	\$247,700	\$8,136,611	3.14
Flexpoint Fund IV	\$9,498,727	-	-	-	-	-	\$9,498,727	0.00
Flexpoint Overage Fund IV A, L.P.	\$2,618,361	-	-	-	-	-	\$2,618,361	0.00
Genstar Capital Partners IX	\$9,084,687	\$58,753	-	\$58,753	-	-\$3	\$9,143,437	0.00
Genstar Capital Partners X LP	\$6,447,071	-	-	-	-	-	\$6,447,071	0.00
Genstar IX Opportunities Fund I	\$2,741,352	\$30,847	-	\$30,847	-	\$1	\$2,772,199	0.00
Genstar X Opportunities Fund I, LP	\$2,317,216	-	-	-	-	-	\$2,317,216	0.00
GGV Capital VII L.P.	\$14,028,990	\$50,800	-	\$50,800	-	\$2	\$14,079,792	0.00
GGV Capital VII Plus, LP	\$3,087,973	-	-	-	-	-	\$3,087,973	0.00
GGV Capital VIII Plus, L.P.	\$1,055,893	-	-	-	-	-	\$1,055,893	0.00
GGV Capital VIII, L.P.	\$5,081,783	-	-	-	-	-	\$5,081,783	0.00
GGV Discovery II, L.P.	\$3,962,272	-	-	-	-	-	\$3,962,272	0.00
GGV Discovery III, L.P.	\$2,166,641	-	-	-	-	-	\$2,166,641	0.00
Great Hill Equity Partners VII	\$5,877,516	\$500,255	-	\$500,255	-	\$2	\$6,377,773	0.00
Green Equity Investors VIII, L.P.	\$13,874,793	-	-	-	-	-	\$13,874,793	0.00
GTCR Fund XII	\$32,368,901	-	-	-	-	-	\$32,368,901	0.00
GTCR Fund XIII	\$13,268,405	\$2,166,000	-	\$2,166,000	-	-\$2	\$15,434,404	0.00
GTCR Strategic Growth 1/A	\$68,000	-	-	-	-	-	\$68,000	0.00
GTCR Strategic Growth 1/B	\$245,000	-	-	-	-	-	\$245,000	0.00
Harbourvest	\$92,170,705	-	-	-	-	-	\$92,170,705	0.00
Harbourvest Direct Lending L	\$17,919,140	-	-	-	-	\$710,189	\$18,629,329	3.96
Harbourvest PTN Co Inv VI LP	\$5,331,942	-	-	-	-	-\$227,351	\$5,104,591	-4.26
Harbourvest Real Assets Fund IV L.P.	\$61,192,328	-	-	-	-	-	\$61,192,328	0.00
Hellman & Friedman CP IX	\$23,281,331	\$175,924	-	\$175,924	-	-\$2	\$23,457,253	0.00
Hellman & Friedman CP X	\$10,108,284	-	-	-	-	-	\$10,108,284	0.00
Insight Venture Partners X	\$64,332,962	-	-	-	-	-\$13,425,218	\$50,907,744	-20.87
Kinderhook Capital Fund 7	\$1,633,695	\$308,645	-	\$308,645	-	-\$1	\$1,942,340	0.00
LaSalle Income + Growth VIII Limited Partnership	\$48,096,622	-	-	-	-	-	\$48,096,622	0.00
Loomis Sayles Multi Strategy	\$79,955,597	-	-	-	-\$25,822	-\$303,337	\$79,626,438	-0.44

CASH FLOW SUMMARY BY MANAGER

	Beginning Market Value	Contributions	Withdrawals	Net Cash Flow	Fees	Net Investment Change	Ending Market Value	Month Return
Loomis Strategic Alpha	\$44,635,924	-	-	-	-\$14,879	\$115,941	\$44,736,986	0.19
M/C Partners Fund VIII LP, Limited Partnership	\$7,811,201	-	-	-	-	\$325,222	\$8,136,423	4.16
Monroe Capital Private Credit Fund III	\$21,714,096	-	-	-	-	-	\$21,714,096	0.00
Monroe Private Capital Fund IV	\$17,677,191	-	-	-	-	-	\$17,677,191	0.00
Oak HC/FT Partners III LP	\$24,130,184	-	-	-	-	-\$689,613	\$23,440,571	-2.86
Oak HC/FT Partners IV, L.P.	\$8,475,710	-	-	-	-	-\$33,896	\$8,441,814	-0.40
Oak HC/FT Partners V	\$294,359	-	-	-	-	\$211,169	\$505,528	71.74
Pantheon Global Secondary Funds	\$56,919,942	\$20,907,166	-	\$20,907,166	-	\$5	\$77,827,113	0.00
Pantheon Global Secondary Funds VII	\$3,818,444	-	-	-	-	-	\$3,818,444	0.00
Parametric	\$42,733,629	-	-	-	-\$4,603	\$11,996,640	\$54,725,667	28.05
PIMCO Corp Opps Fund III	\$49,003,234	-	-	-	-	-	\$49,003,234	0.00
Pimco Private Income Fund	\$71,777,987	-	-	-	-	-\$406,338	\$71,371,650	-0.57
Prairie Capital VII, LP	\$4,139,743	-	-	-	-	-	\$4,139,743	0.00
Prudential Real Estate	\$229,970,113	-	-	-	-	-	\$229,970,113	0.00
Reams	\$281,829,290	-	-\$25,000,000	-\$25,000,000	-\$41,479	\$2,512,477	\$259,300,288	0.95
Reams 10-Year Treasuries	\$74,174,355	-	-	-	-	-\$1,314,679	\$72,859,676	-1.77
Riverside Micro Cap Fund V, LP	\$10,811,087	-	-	-	-	-\$250,240	\$10,560,846	-2.31
Riverside Micro Cap Fund VI, LP	\$1,328,389	-	-	-	-	-	\$1,328,389	0.00
Sprucegrove	\$205,226,133	-	-	-	-\$62,339	\$9,629,991	\$214,793,785	4.63
TA XIII A LP	\$11,858,400	-	-	-	-	\$62,626	\$11,921,026	0.53
TA XIV A LP	\$3,526,164	-	-	-	-	-\$168,298	\$3,357,866	-4.77
The Resolute Fund IV L.P	\$26,797,026	-	-	-	-	\$1,942,135	\$28,739,161	7.25
Torchlight Debt Fund VII, L.P.	\$13,002,863	-	-	-	-	-	\$13,002,863	0.00
Tortoise Energy Infrastructure	\$98,986,075	-	-	-	-\$51,555	\$12,361,973	\$111,296,493	12.38
UBS Real Estate	\$270,423,966	-	-\$1,772,527	-\$1,772,527	-	-	\$268,651,439	0.00
Vitruvian Investment Partners IV	\$12,153,385	-	-	-	-	\$107,938	\$12,261,323	0.89
Walter Scott	\$211,297,320	-	-	-	-\$127,524	\$5,219,460	\$216,389,257	2.35
Western	\$180,383,048	-	-	-	-\$35,048	-\$3,272,572	\$177,075,428	-1.85
Western U.S. Index Plus	\$214,248,789	-	-\$25,000,000	-\$25,000,000	-\$39,281	\$16,525,711	\$205,735,219	7.93
Total	\$6,769,772,208	\$116,790,648	-\$133,027,949	-\$16,237,302	-\$584,778	\$222,693,200	\$6,975,643,328	3.26

DISCLAIMERS & DISCLOSURES

Past performance is no guarantee of future results.

Returns for pooled funds, e.g. mutual funds and collective investment trusts, are collected from third parties; they are not generally calculated by NEPC. Returns for separate accounts, with some exceptions, are calculated by NEPC. Returns are reported net of manager fees unless otherwise noted.

A “since inception” return, if reported, begins with the first full month after funding, although actual inception dates (e.g. the middle of a month) and the timing of cash flows are taken into account in Composite return calculations.

NEPC’s preferred data source is the plan’s custodian bank or record-keeper. If data cannot be obtained from one of the preferred data sources, data provided by investment managers may be used. Information on market indices and security characteristics is received from additional providers. While NEPC has exercised reasonable professional care in preparing this report, we cannot guarantee the accuracy of all source information contained within. In addition, some index returns displayed in this report or used in calculation of a policy index, allocation index or other custom benchmark may be preliminary and subject to change.

All investments carry some level of risk. Diversification and other asset allocation techniques are not guaranteed to ensure profit or protect against losses.

The opinions presented herein represent the good faith views of NEPC as of the date of this presentation and are subject to change at any time. Neither fund performance nor universe rankings contained in this report should be considered a recommendation by NEPC.

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Source of private fund performance benchmark data: Cambridge Associates, via Refinitiv

November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 S. Victoria Avenue, Suite 200
Ventura, CA 93003

SUBJECT: RECONSIDERATION OF CIRCUMSTANCES TO ENABLE BOARD TO HOLD MEETINGS VIA TELECONFERENCE UNDER THE PROVISIONS OF GOVERNMENT CODE SECTION 54953, SUBDIVISION (E)(1)(A), OF THE RALPH M. BROWN ACT, DUE TO STATE OF EMERGENCY AND AUTHORIZE CONTINUED REMOTE TELECONFERENCE MEETINGS.

Dear Board Members:

Executive Summary

At the October 4, 2021, Board Meeting, your Board adopted an initial Resolution under the provisions of Government Code section 54953(e), making findings that enable continued meetings via abbreviated teleconferencing provisions under the Brown Act during proclaimed state of emergency. Your Board has continued to hold its meetings in this manner upon making findings, every 30 days, that the local County health officer has continued to recommend measures to promote social distancing. On September 21, 2021, Dr. Levin, Ventura County's Health Officer, issued a memorandum to the Ventura County Board of Supervisors recommending that physical/social distancing measures continue to be practiced throughout Ventura communities to minimize the spread of COVID-19. On November 15, 2021, Dr. Levin issued a similar memorandum to the Ventura County Board of Supervisors, recommending that legislative bodies in Ventura County continue to meet via teleconference. These recommendations remain in effect. The current authorization adopted by your Board, dated November 7, 2022, expires on December 7, 2022. Pursuant to the current authorization, the Board room is open so that those Trustees who wish to attend and participate in person may do so, and those who are not yet comfortable with in-person meetings, may attend remotely. If your Board desires to continue meeting under the abbreviated teleconference rules for the December 19, 2022 meeting, it must again reconsider the circumstances of the state of emergency and find that Dr. Levin's recommendations for social distancing remain in effect. Public Health Order Information is accessible on the Ventura County Recovers website at: [Public Health Order Information – Ventura County Recovers](#) and indicates these social distancing recommendations remain active. At recent meetings, your Board has indicated support for continued hybrid (virtual or in-person) attendance by Board members as well as for other meeting attendees.

Background:

Pursuant to the provisions of AB 361, signed into law by the Governor on September 16, 2021, as urgency legislation, and made applicable starting October 1, 2021, by subsequent Executive Order issued September 20, 2021, legislative bodies may conduct public meetings under abbreviated teleconference provisions only if specified findings are made the first time the body meets under the AB 361 teleconferencing rules, and then every 30 days thereafter. At the October 4, 2021, Board Meeting, your Board adopted an initial Resolution under the provisions of AB 361, making findings that enable continued meetings via abbreviated teleconferencing provisions under the Brown Act during proclaimed state of emergency. (See Govt. Code § 54953(e).)

As set forth in the Resolution and in accordance with AB 361, as codified in Government Code section 54953, meetings may continue to be held via teleconference upon reconsideration of the circumstances of the emergency and the making of findings every 30 days after initial adoption. Your Board has made the required findings and has authorized continuation of meetings under the abbreviated teleconference requirements at least every 30-days since the initial action on October 4, 2021. Note that the legislation that authorizes abbreviated teleconference procedures remains in effect until January 1, 2024, and then sunsets by its own terms.

The abbreviated teleconference provisions enable members of legislative bodies to attend meetings virtually, from any location, without having to follow the formal teleconferencing requirements for each location. As a reminder, legislative bodies under the Brown Act are required to hold their meetings in public and within the boundaries of the legislative body's jurisdiction, so that all interested persons are permitted to attend and participate. The Brown Act allows for meetings to occur via teleconferencing subject to certain requirements including, but not limited to, the following: (1) the legislative body must notice each teleconference location of each member that will be participating in the public meeting; (2) that each teleconference location be accessible to the public; (3) that members of the public be allowed to address the legislative body at each teleconference location; (4) that the legislative body post an agenda at each teleconference location, and; (5) that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction.

On Monday, October 17, 2022, Governor Gavin Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023. See: <https://www.gov.ca.gov/2022/10/17/governor-newsom-to-end-the-covid-19-state-of-emergency/>. As set forth in the previous memorandum from General Counsel, AB 2449 becomes effective January 1, 2023, and provides alternative teleconference options that may be invoked on a limited basis once the state of emergency teleconference procedures are no longer available for the COVID-19 pandemic.

Action Required for Conduct of Meetings Via Abbreviated Brown Act Requirements for Teleconferencing

Under the authority of Government Code section 54953(e)(3), your Board, and its legislative bodies (e.g., Finance Committee) may continue to conduct its meetings via teleconference if the state of emergency remains active or state or local officials have imposed or recommended measures to promote social distancing (both of which are satisfied here), and the Board reconsiders the circumstances of the state of emergency and, by majority vote, makes findings that:

- a. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
- b. State or local officials continue to impose or recommend measures to promote social distancing

On September 21, 2021, Dr. Levin, Ventura County's Health Officer, issued a memorandum to the Ventura County Board of Supervisors recommending that physical/social distancing measures continue to be practiced throughout Ventura communities to minimize the spread of COVID-19, "including at meetings of the Board of Supervisors and meetings of other legislative bodies of the County of Ventura." Dr. Levin issued another memorandum, dated November 15, 2021, wherein he recommends continued physical/social distancing as well as continuation of remote meetings of the Board of Supervisors and other legislative bodies that conduct public meetings in the County. A copy of this November 15, 2021, Memorandum accompanies this board letter and remains in effect. This recommendation provides a basis for your Board to find that local officials continue to recommend social distancing, and to invoke the abbreviated teleconference provisions for an additional 30 days.

The Board has recently authorized hybrid attendance whereby your Board, staff, presenters, parties, members, participating employers, and the public may choose to attend either in-person or remotely to support individual health/safety choices.

If this resolution authorizing remote teleconferencing is not continued and any Board members wish to continue attending from a remote location, a notice of public hearing would need to be posted at each remote location and members of the public would need to have the ability to attend in-person at any such remote location to participate in the meeting. Note, however, that there are legislative bills pending that would authorize remote attendance at public meetings as an ongoing measure: (1) AB 1944 (Lee and Garcia) would require the agenda to identify members of the legislative body who are participating in the meeting remotely and under specified conditions would permit remote participation without posting the address of the remote location or making the remote location accessible to the public; (2) AB 2449 (Blanca Rubio) would authorize use of teleconferencing without noticing and making available to the public teleconferencing locations if a quorum participates in person, but board members would have to participate using both audio and video technology.

If the Board wishes to continue to authorize remote teleconference meetings for an additional 30-day period, expiring December 28, 2022, it must take the Optional Action indicated below. Staff will continue to include on your Board's agenda the option to consider renewing its findings every 30 days during the time the State of Emergency remains active, unless otherwise directed.

I will be pleased to answer any questions at the November 28, 2022, Business meeting.

OPTION FOR CONTINUED AUTHORIZATION FOR REMOTE TELECONFERENCE MEETINGS FOR ADDITIONAL 30 DAYS, TO ALLOW FOR BOARD MEMBERS TO ATTEND MEETINGS EITHER VIRTUALLY OR IN-PERSON:

APPROVE AND ADOPT FINDINGS THAT THE VENTURA COUNTY HEALTH OFFICER/MEDICAL DIRECTOR RECOMMENDS PHYSICAL/SOCIAL DISTANCING AND CONTINUED REMOTE MEETINGS OF LEGISLATIVE BODIES, AND;

AUTHORIZE REMOTE TELECONFERENCE MEETINGS OF VCERA'S LEGISLATIVE BODIES FOR THE PERIOD OF NOVEMBER 28, 2022, THROUGH DECEMBER 28, 2022, PURSUANT TO GOVERNMENT CODE SECTION 54953, SUBDIVISION (E)(3).

Sincerely,



Linda Webb
Retirement Administrator

To: Board of Supervisors
County Executive Office
Clerk of the Board

From: Dr. Robert Levin, Ventura County Health Officer



Date: November 15, 2021

Re: Recommendation regarding Social Distancing and Continued Remote Meetings of
Legislative Bodies

I continue to recommend that physical/social distancing measures be practiced throughout our Ventura County communities to minimize the spread of COVID-19, including at meetings of the Board of Supervisors and meetings of other legislative bodies in the County of Ventura.

The California Department of Public Health ("CDPH") and the Centers for Disease Control and Prevention ("CDC") caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>). While the Delta variant is the currently circulating variant, the Delta-2 variant, its likely successor, is 10 to 15% more transmissible. Current case and hospitalization rates have remained stubbornly higher than they were in the days leading up to the most recent surge. In some counties in our state, these rates are starting to climb again. We are facing the winter holidays and the opportunities these holidays present to promote transmission of COVID-19 infection. The winter season and its associated cold weather drives people indoors and provides another opportunity to spread the highly transmissible COVID-19 virus. Associated with these events last year our county experienced a surge in COVID-19 cases.

Whether vaccinated or not, positive individuals are contracting the Delta variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease's spread. Remote meetings of legislative bodies in the County, including but not limited to the Board of Supervisors are a recommended form of social distancing that allows for the participation of the community, county staff, presenters, and legislative body members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in the County continue to implement 100% remote meetings. Just as it is likely that the current County order requiring the use of face coverings indoors will be in place beyond the first of the year,

though driven by good intentions, lifting the remote meetings policy at this time would be premature.

If you have any questions regarding this recommendation, please do not hesitate to contact me.



VCERA
VENTURA COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 S. Victoria Avenue, Suite 200
Ventura, CA 93003

SUBJECT: PROPOSED AMENDED RESOLUTION FOR APPROVAL OF APPEALS PROCESS FOR BENEFIT DETERMINATIONS ARISING OUT OF THE ALAMEDA SUPREME COURT DECISION ("ALAMEDA APPEALS") AND REFERRAL OF VCPFA APPEAL TO REFEREE

Dear Board Members:

Background

On November 15, 2021, the VCERA Board of Retirement adopted a Resolution entitled, "Resolution for Approval of Appeals Process for Benefit Determinations Arising out of the Alameda Supreme Court Decision ("Alameda Appeals"). This Resolution sets forth a formal process by which impacted VCERA members and participating employers can appeal VCERA's determination(s) under the conditions set forth in the Resolution. Under the current Resolution, such appeals are referred to the Board for a final determination.

In conjunction with the Board Chair, staff recommends amending the Alameda Appeals Resolution to add language giving the Board the option to refer an appeal to a referee (hearing officer) if it so chooses. The proposed amended Resolution is provided in both redline and clean versions for Board consideration. VCERA's General Counsel will determine which of VCERA's contracted hearing officers have familiarity or experience with determinations of Alameda appeals among other CERL systems, and in conjunction with the Board Chair, will create a subpanel of referees to which VCERA may refer appeals.

To enable the Board to take the actions recommended herein, the pending appeal from the Ventura County Professional Firefighters' Association (VCPFA) has been taken off calendar.

RECOMMENDATION: ADOPT PROPOSED AMENDED RESOLUTION FOR APPROVAL OF APPEALS PROCESS FOR BENEFIT DETERMINATIONS ARISING OUT OF THE ALAMEDA SUPREME COURT DECISION ("ALAMEDA APPEALS") AND REFER PENDING VCPFA TO A REFEREE

Sincerely,

Linda Webb
Retirement Administrator

VCERA Resolution

APPROVAL OF APPEALS PROCESS FOR BENEFIT DETERMINATIONS ARISING OUT OF THE ALAMEDA SUPREME COURT DECISION (“ALAMEDA APPEALS”)

WHEREAS, on July 30, 2020, the California Supreme Court issued a decision in the case of *Alameda County Deputy Sheriff’s Assoc. et al., v. Alameda County Employees’ Retirement Assn., et al.* (2020) 9 Cal.5th 1032 (the “*Alameda Decision*”). The *Alameda Decision* concludes that all amendments to the definition of Compensation Earnable in Government Code section 31461, enacted as a result of the Public Employees’ Pension Reform Act of 2013 and related statutory changes to CERL (“PEPRA”), effective January 1, 2013, are constitutional, and that CERL retirement boards may not be contractually bound or estopped by settlement agreements, board resolutions, or other similar actions, from implementing those amendments. The *Alameda Decision* further determines that CERL retirement boards may not include items in compensation earnable that sections 31460 and/or 31461 require them to exclude.

WHEREAS, on October 12, 2020, the Board adopted a Resolution to comply with the *Alameda Decision*’s directives regarding mandatorily excluded pay items required by amendments to Government Code section 31461, effective January 1, 2013 (“PEPRA Exclusions”), and applied that directive to all retiree payroll for individuals who retired on or after PEPRA’s effective date of January 1, 2013. Effective with the August 2020 payroll, VCERA will recalculate and adjust amounts paid to such retirees if their retirement allowances previously included the PEPRA Exclusions.

WHEREAS, as used herein, the term “PEPRA Exclusions” shall refer to any payments that are not permitted by subdivision (b)(2), (3) or (4) of Government Code section 31461 to be included in “compensation earnable,” including, among other items, payments received by the member for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.

WHEREAS, the October 12, 2020, Resolution direct that VCERA present impacted pay codes as soon as practicable to the Board to ratify exclusions from compensation earnable and pensionable compensation in compliance with *Alameda*, and communicate to VCERA participating employers that member contributions are no longer to be taken on such pay codes.

WHEREAS, in accordance with the October 12, 2020, Resolution, VCERA identified pay codes subject to the PEPRA Exclusions for compensation earnable and pensionable compensation, and notified VCERA participating employers that member contributions are no longer to be taken on such pay codes. On May 24, 2021, the Board ratified exclusion from compensation earnable and pensionable compensation such pay codes for pay items required to be excluded in compliance with the *Alameda Decision*.

WHEREAS, the Board, through the October 12, 2020 Resolution, directed staff to notify the affected members of the Board implementation of the *Alameda* Decision through appropriate means and to provide members with an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours of members in the class or grade of the member). Gov. Code §31461(b)(3); see *Stevenson v. Board of Retirement of OCERS* (2010) 186 Cal.App.4th 498. Such appeals would occur under Code of Civil Procedure section 1085. *Shelden v. Marin Cty. Employees' Ret. Assn.* (2010) 189 Cal.App.4th 458.

WHEREAS, the notice to be sent to the affected members will provide a right to appeal the (1) recalculation of or other numeral data provided in the notice or (2) exclusion of any of the items identified for removal from final average compensation on the basis that the benefit was both "compensation" and "compensation earnable," because, for example, pay was for services rendered within "normal working hours" of "persons in the same grade or class of positions during the position, and at the same rate of pay," as the affected member was in at the time he or she rendered service, and thus should not have been excluded under subdivision (b)(3) of Government Code section 31461.

WHEREAS, it is the Board's intent to ensure due process, as well as an expedient determination concerning an appeal brought by an affected member or VCERA participating employer on behalf of its employees (VCERA member) for purposes specifically related to an appeal of PEPPRA excluded items, incorrect data included into the calculation of a member's benefit, or the assertion the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her. This Resolution prescribes steps of such an Alameda Appeal.

THEREFORE BE IT RESOLVED, that effective as of July 26, 2021, the following actions are authorized by the BOARD and required of VCERA:

1. The sole issue(s) for determination on Alameda Appeals are as follows:

- a. Whether the pay was "compensation" under Government Code section 31460 and "compensation earnable" under Government Code section 31461. For example, was the pay for services rendered within the "normal working hours" of a member's position and of "persons in the same grade or class of positions during the period [the member rendered services] at the same rate of pay," such that it is not mandatorily excluded under subdivision (b)(3) in Government Code section 31461.
- b. Whether VCERA calculations or other numerical data provided above are incorrect.
- c. Whether the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her.

The Board's policy decisions implementing the law set forth in the *Alameda* Decision, such as the manner in which the pensionability of leave cashouts are determined and the topic of "in-kind" benefits, are not administratively appealable issues, but rather are subject only to judicial review under Code of Civil Procedure section 1085.

2. Within 30 days of the postmark of the notice letter, the member shall submit an appeal request to the Retirement Administrator and specify the basis for such appeal, using the form which will be made available on the VCERA website. In addition, the member shall also provide supporting materials, if any, as part of their appeal to the Retirement Administrator. If no appeal is received within the time prescribed, then the right to appeal has expired and the member has waived the right to administratively appeal the determination of the issues set forth above. In the event the member requests an extension to submit an appeal, the Retirement Administrator may provide an extension of not more than 30 days. If a VCERA participating employer files an appeal on behalf of its employees, then the appeal, specifying the basis for such appeal, with supporting materials, if any, shall be submitted to the Retirement Administrator.

3. If there are members of the same grade and class of position appealing the same PEPRAs excluded item, then such appeal may be grouped together by VCERA for purposes of analyzing the excluded item and a final determination of these appeals.

4. Within 60 days of receipt of the appeal, the Retirement Administrator or designee shall provide a written determination concerning the appeal.

a. If, based on a finding of facts and conclusions of law, it is determined that the excluded item is for services rendered **within** a member's "normal working hours" and is provided to persons in the same grade or class of positions and at the same rate of pay at the time the member rendered services, then such pay item shall be placed on the agenda at Board's regular meeting for approval of staff's determination that the item is to be included in the members' compensation earnable. In addition, staff shall notify any retired member affected by this determination and recalculate the benefit accordingly.

b. In alternative, if based on a finding of facts and conclusions of law it is determined that the excluded item is for services rendered **outside** a member's "normal working hours" and/or is not provided to persons in the same grade and class of positions at the time the member rendered services, at the same rate of pay, then the affected member, or in the case where the determination affects a group of members with the same PEPRAs excluded items and such appeals have been grouped together, shall be referred to the Board for a final determination following the rules set forth in this Resolution regarding Alameda Appeals ("Board Referral").

c. If the issue on appeal is the question presented in Section 1.c. above, if based on the findings of facts and conclusions of law the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her, then staff shall recalculate the member's benefit. However, if the findings do not support a conclusion that the member actually was retired

from VCERA before the effective date of law that VCERA is applying to him or her, then such matter shall be referred to the Board for a final determination.

5. Where such ~~Alameda~~Alameda Appeal affects a group of members with the same PEPRAs excluded items and such persons are all part of the same grade and class of positions, then presentation of the matter to the Board may, upon direction by VCERA, be conducted with all affected members of the group.

6. As to all matters referred to the Board for a final determination in an Alameda Appeal, the following briefing schedule and related rules shall apply:

a. Member, Participating Employer on behalf of its employees, or Group of Members', individually or through counsel, may submit an Opening Statement to the Board by service on the Board's Legal Counsel at "BORCOUNSEL@vcera.org, and such Opening Statement is due not later than the 30th day following the Board Referral, unless VCERA directs that the Opening Statement is due on a later date so as to facilitate the referenced grouping of proceedings or for other administrative reasons.

b. VCERA, individually or through counsel, may submit a Reply Statement to the Board, and such Reply Statement is due not later than the 60th day following the Board Referral, or 30 days after the date the Opening Statement is due, whichever is later.

c. Alameda Appeals will be scheduled for determination by the Board no fewer than 30 days, and no more than 90 days, from the due date of VCERA's Reply Statement, unless the Board grants itself additional time to make such a determination. The Board reserves the right to request additional briefing from the parties should it determine, in its sole discretion, such briefing is warranted. The Board will control the time allocated for oral argument of parties or their counsel during its consideration of Alameda Appeals. The Board reserves the right, in its sole discretion, to refer a fully-briefed Alameda Appeal in the manner provided by Government Code section 31533, to "either one of its members or a member of the State Bar of California," with directions (i) to consider the parties' submissions to the Board, (ii) to determine whether to request additional documentary evidence or written argument from the parties and if so to do so within 45 days of the appointment, and (iii) to transmit, in writing, to the Board the referee's proposed findings of fact and recommended decision within 90 days of appointment of the referee. The proposed findings of fact and recommendations of any such referee will be considered by the Board as provided in Government Code section 31534. Any judicial review of the Board's decision in Alameda Appeals shall be subject to Code of Civil Procedure section 1085. *Shelden v. Marin County Employees' Retirement Association* (2010) 189 Cal. App. 4th 458.

d. All evidence provided on Alameda Appeals shall be submitted in documentary form.

IN WITNESS WHEREOF, the above Resolution for VCERA is hereby adopted by the ~~BOARD~~Board of Retirement on this ____ day of ~~2021~~2022.

VCERA Resolution

APPROVAL OF APPEALS PROCESS FOR BENEFIT DETERMINATIONS ARISING OUT OF THE ALAMEDA SUPREME COURT DECISION (“ALAMEDA APPEALS”)

WHEREAS, on July 30, 2020, the California Supreme Court issued a decision in the case of *Alameda County Deputy Sheriff’s Assoc. et al., v. Alameda County Employees’ Retirement Assn., et al.* (2020) 9 Cal.5th 1032 (the “*Alameda Decision*”). The *Alameda Decision* concludes that all amendments to the definition of Compensation Earnable in Government Code section 31461, enacted as a result of the Public Employees’ Pension Reform Act of 2013 and related statutory changes to CERL (“PEPRA”), effective January 1, 2013, are constitutional, and that CERL retirement boards may not be contractually bound or estopped by settlement agreements, board resolutions, or other similar actions, from implementing those amendments. The *Alameda Decision* further determines that CERL retirement boards may not include items in compensation earnable that sections 31460 and/or 31461 require them to exclude.

WHEREAS, on October 12, 2020, the Board adopted a Resolution to comply with the *Alameda Decision*’s directives regarding mandatorily excluded pay items required by amendments to Government Code section 31461, effective January 1, 2013 (“PEPRA Exclusions”), and applied that directive to all retiree payroll for individuals who retired on or after PEPRA’s effective date of January 1, 2013. Effective with the August 2020 payroll, VCERA will recalculate and adjust amounts paid to such retirees if their retirement allowances previously included the PEPRA Exclusions.

WHEREAS, as used herein, the term “PEPRA Exclusions” shall refer to any payments that are not permitted by subdivision (b)(2), (3) or (4) of Government Code section 31461 to be included in “compensation earnable,” including, among other items, payments received by the member for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.

WHEREAS, the October 12, 2020, Resolution direct that VCERA present impacted pay codes as soon as practicable to the Board to ratify exclusions from compensation earnable and pensionable compensation in compliance with *Alameda*, and communicate to VCERA participating employers that member contributions are no longer to be taken on such pay codes.

WHEREAS, in accordance with the October 12, 2020, Resolution, VCERA identified pay codes subject to the PEPRA Exclusions for compensation earnable and pensionable compensation, and notified VCERA participating employers that member contributions are no longer to be taken on such pay codes. On May 24, 2021, the Board ratified exclusion from compensation earnable and pensionable compensation such pay codes for pay items required to be excluded in compliance with the *Alameda Decision*.

WHEREAS, the Board, through the October 12, 2020 Resolution, directed staff to notify the affected members of the Board implementation of the *Alameda* Decision through appropriate means and to provide members with an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours of members in the class or grade of the member). Gov. Code §31461(b)(3); see *Stevenson v. Board of Retirement of OCERS* (2010) 186 Cal.App.4th 498. Such appeals would occur under Code of Civil Procedure section 1085. *Shelden v. Marin Cty. Employees' Ret. Assn.* (2010) 189 Cal.App.4th 458.

WHEREAS, the notice to be sent to the affected members will provide a right to appeal the (1) recalculation of or other numeral data provided in the notice or (2) exclusion of any of the items identified for removal from final average compensation on the basis that the benefit was both "compensation" and "compensation earnable," because, for example, pay was for services rendered within "normal working hours" of "persons in the same grade or class of positions during the position, and at the same rate of pay," as the affected member was in at the time he or she rendered service, and thus should not have been excluded under subdivision (b)(3) of Government Code section 31461.

WHEREAS, it is the Board's intent to ensure due process, as well as an expedient determination concerning an appeal brought by an affected member or VCERA participating employer on behalf of its employees (VCERA member) for purposes specifically related to an appeal of PEPRA excluded items, incorrect data included into the calculation of a member's benefit, or the assertion the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her. This Resolution prescribes steps of such an Alameda Appeal.

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- b. Whether VCERA calculations or other numerical data provided above are incorrect.
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The Board's policy decisions implementing the law set forth in the *Alameda* Decision, such as the manner in which the pensionability of leave cashouts are determined and the topic of "in-kind" benefits, are not administratively appealable issues, but rather are subject only to judicial review under Code of Civil Procedure section 1085.

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d. All evidence provided on Alameda Appeals shall be submitted in documentary form.

IN WITNESS WHEREOF, the above Resolution for VCERA is hereby adopted by the Board of Retirement on this ____ day of _____ 2022.

DAVID P. MASTAGNI
JOHN R. HOLSTEDT
CRAIG E. JOHNSON
BRIAN A. DIXON
STEVEN W. WELTY
STUART C. WOO
DAVID E. MASTAGNI
RICHARD J. ROMANSKI
PHILLIP R.A. MASTAGNI
KATHLEEN N. MASTAGNI STORM
SEAN D. HOWELL
WILLIAM P. CREGER
SEAN D. CURRIN
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MONTANA MASSONE
GARRETT PORTER
WILLIAM C. BAIRD
JEDEDIAH J. PARR
STEVEN N. WELCH
JAMES MCKAY
BRIAN GABRIEL

June 13, 2022

Via Electronic & U.S. Mail

Lori Nemiroff, General Counsel
Ventura County Board of Retirement
1190 S. Victoria Avenue, Suite 200
Ventura, California 93003
E-Mail: BORCOUNSEL@vcera.org

**Re: Opening Statement re Exclusion of Standby Pay for Ventura County
Firefighters; Our File No.: MHA/20-0811**

Dear Ms. Nemiroff:

This letter is on behalf of the Ventura County Professional Firefighters Association (“VCPFA”), and serves as an appeal by the following Legacy members¹ regarding the exclusion of standby pay that constitutes a part of their “normal working hours.” These individuals are: Mel Lovo (Captain—Aviation Manager); Jeff Seabrook (Captain – Seasonal Aviation Manager); Scott Price (Heavy Equipment Operator); Chris Beery (Heavy Equipment Operator); Ryan Winchester (Heavy Equipment Operator).

Government Code section 31461 subdivision (b)(3) prohibits retirement boards from including payments for “additional services rendered outside normal working hours.” However, nothing in *Alameda* or PEPPRA dictates that mandatory, regular standby hours, which are part of the normal duties of an assignment or classification, should be excluded. Where certain assignments require employees to regularly be on standby as a part of their assigned schedule, these hours are a part of the employee’s normal working hours.

Here, there are a few specific assignments and/or classifications within the Fire Department that require regular, re-occurring, and mandatory standby time as part of the normal working hours. For the reasons detailed below, there is little question that this mandatory standby pay is properly included in compensation earnable. This standby pay is for services rendered that are a core part of the working hours for the highly specialized positions and units to which they apply. This standby pay is not for “additional services” rendered outside “normal working hours,” and is not pension spiking. Thus, these specific standby pays are properly included in compensation earnable.

¹ VCPFA withdraws its appeal as to the PEPPRA members and member Darron Hanson. VCPFA acknowledges that any concerns regarding these members’ standby pay is not covered by the Alameda Appeals Process. (See VCERA Response, Tab 4.)

While VCPFA understands the logistical concerns with determining which standby hours are a part of members' normal working hours, such concerns are easily corrected by implementing a new pay code and training members' and payroll staff on the use of that pay code. VCPFA has already requested an additional pay code from the Auditor-Controller's Office. (Request attached as Exhibit A.) Because no affected member has retired since the issuance of the *Alameda* decision, a window exists to implement a process to comply with *Alameda*'s requirement to exclude ad hoc standby and include all compensation for normal hours.

1. Fire Department Assignments that Require Regular Standby Time

The Fire Department employs a limited number of bulldozer operators and aviation managers. These are highly specialized positions and require advanced training and certification. There are only a select few employees in the Department that are qualified to perform these tasks. Because there is a limited number of employees available to perform these essential job duties, all employees in these assignments are required to be on standby for a certain number of days each month as a part of their normal schedule.

a. Heavy Equipment Operators (Dozers)

The Department employs three (3) individuals (Price, Beery, and Winchester) classified as "Heavy Equipment Operators" (dozers). Each of these heavy equipment operators is paired with a fire control worker who assists them. These pairs work a rotating schedule that repeats approximately every three (3) weeks. The schedule includes one (1) to two (2) days on duty, either preceded or followed by two (2) days standby for two (2) weeks and three (3) days standby every third week. The scheduled attached hereto as Exhibit B demonstrates each "dozer" works standby for a minimum of two (2) days per week and seven (7) days every three (3) weeks. This scheduled, regular standby is necessary to ensure that at least one pair of dozers is on standby at all times. Because the dozers' normal working hours include seven (7) days standby during each 21-day period, those seven (7) standby days must be included in their pension calculations. (See *City of Sacramento v. Public Employees Retirement System* (1991) 229 Cal.App.3d 1470, 1486–1487 [holding that scheduled overtime firefighters are normally required to work during the 24-day work period is not automatically excluded from "compensation" because it's part of their normal working hours].)

VCERA argues that the schedule articulated above and attached as Exhibit B does not align with the actual standby hours worked by members. (See VCERA Response, Tab 7.) However, VCERA fails to examine why this is the case. First, dozers' 21-day rotating standby schedule does not conform to the County's 14-day pay periods listed in VCERA's Tab 7. Thus, even assuming members worked exactly 7 standby shifts (with no callback) in 21 days, the number of shifts worked each 14-day pay period would vary depending on where that pay period fell within the 21-day schedule.

Second, members' standby hours reported will appear lower if they are called into work. At that point, they would receive callback pay. (MOU Sec. 602, attached to VCERA Response Tabs 5 & 6.) Conversely members' standby hours will appear higher if they voluntarily work more standby than is required as a part of their normal schedule, such as to fill in for coworkers on vacation, medical leave, etc. Members may also shift trade standby shifts, which would not alter

their overall number of standby hours worked, but could affect the number of standby hours worked in that pay period. VCPFA acknowledges that any additional standby work performed beyond 7 days in each 21-day period, would not be considered part of members' normal working hours. For that reason, VCPFA does not challenge VCERA's decision to exclude these excess standby hours. VCPFA is only appealing the exclusion of the dozers' regularly scheduled 7 standby days in each 21-day period.

We also recognize that the County's current pay codes do not distinguish between includable and excludable standby payments. Thus, standby that is a part of members' normal working hours is comingled with ad hoc standby, resulting in the discrepancies discussed above. VCPFA submitted a request to the Auditor-Controller for a new pay code distinguishing between regularly scheduled standby hours and ad hoc standby hours. (See Exhibit A.) We propose that prospectively, the County code the regularly scheduled standby hours as such and continue treating all other standby hours by the generic pay code you propose to exclude (SBP). VCPFA further invites VCERA to join in its request to the Auditor-Controller to issue a new pay code. Until this correction occurs, VCERA should cap the includable standby hours at 122 (365/21*7) shifts per year.

b. Aviation

Additionally, the two (2) Aviation Managers (Lovo and Seabrook) work standby time following each shift they are assigned as part of their normal working hours. These two (2) Aviation Managers must remain on standby after each shift worked until 2:00 am. This standby duty is a part of each shift and therefore their normal working hours. This standby time is required year-round for Captain Lovo. Captain Seabrook is a Seasonal Aviation Manager, and thus this standby requirement only applies to him during fire season. Fire season is clearly defined each year (usually beginning around the end of May), at which time Captain Seabrook is assigned to provide "seven-day per week coverage." The 2021 and 2022 Standing Orders declaring the beginning of fire season are attached as Exhibit C.

VCERA once again argues that the actual standby worked varies from pay period to pay period. (See VCERA Response, Tab 7.) This can be easily explained and accounted for. First, Captain Seabrook understandably does not work any standby during the first few pay periods and last few pay periods of the year because it is not fire season, and thus he is not in the Seasonal Aviation Manager assignment. Second, members' standby hours reported will appear lower if they are called into work. At that point, they would receive callback pay. (MOU Sec. 602, attached as VCERA Response Tabs 5 & 6.) Conversely members' standby hours will appear higher if they voluntarily work more standby than is required as a part of their normal schedule, such as by working overtime shifts followed by standby time. VCPFA acknowledges that while the standby hours are a normal part of each shift, not every shift worked is compensable. Rather, all standby hours worked in connection with their regularly scheduled shifts must be included in their pension calculations, but any standby pay received for overtime shifts (or shifts outside their normal schedule that do not qualify as overtime) is not pensionable.

Again, VCPFA proposes that the County change the standby pay coding to distinguish between standby that is part of the employee's normal working hours and standby outside the normal working hours.

2. Regularly Scheduled Standby Time is Not Excludable Under Section 31461(b)(3).

Neither PEPRA nor the Supreme Court's decision in *Alameda County Deputy Sheriff's Assn. v. Alameda County* (2020) 9 Cal.5th 1032 (*Alameda*), requires exclusion from "compensation earnable" regularly-scheduled, required standby pay that is part and parcel of a firefighters assigned hours. In *Alameda*, as to the PEPRA exclusion relevant here—payments for additional services rendered outside of normal working hours—the Supreme Court only held that provision was constitutional insofar as it excluded **voluntary standby pay** that was susceptible to "pension spiking." (*Alameda, supra*, 9 Cal.5th at p. 1063.) The only "example" of compensation excluded by new subdivision (b)(3) of section 31461 cited by the Supreme Court was "on-call duty pay, which is provided to employees **in return for voluntarily making themselves available** to be called to work outside their normal working hours." (*Id.* at p. 1062 [emphasis added].) "Accepting **voluntary on-call duty**," the Supreme Court held, "allowed an employee to . . . increase his or her pension benefit by **volunteering** for a large quantity of on-call duty . . . during the final compensation period." (*Id.* at p. 1063 [emphases added].) Accordingly, new subdivision (b)(3) was constitutional because it "prevents employees from **volunteering**, during their final compensation period, to perform additional services outside normal working hours **in order to artificially inflate their daily rate of pay**." (*Id.* at p. 1097 [emphases added].)

In every single instance in which the Supreme Court discussed the parameters of new subdivision (b)(3), it referred only to *voluntary* standby pay that was capable of being "spiked" in the final pay period. The Supreme Court's decision did not address the situation at issue here—*mandatory, regularly scheduled* standby pay for critical services rendered by first responder. This reoccurring standby pay is not earned for "additional" services "outside of normal working hours" and there is nothing in *Alameda* or PEPRA to suggest that it is.

Second, neither PEPRA nor *Alameda* altered the Supreme Court's holding in *Ventura County Deputy Sheriffs' Assn. v. Board of Retirement of Ventura County Employees' Retirement Assn.* (1997)16 Cal.4th 483 (*Ventura*) that items of pay includable in "compensation earnable" do not need to be earned by "all" employees in a particular grade or class. Neither PEPRA nor *Alameda* addressed what constitutes "the same grade or class of positions" under subsection 31461(a). (*Id.* at p. 487.) To the contrary, the Supreme Court noted that its decision in *Ventura* was based on an "extensive examination of the language and legislative history" of CERL and quoted the exact language from its prior decision that "premium pay not received by all of the employee's peers" was included in the definition of compensation earnable now found in section 31461(a). (*Alameda, supra*, 9 Cal.5th at pp. 1058- 59.) While the Supreme Court in *Alameda* addressed the constitutionality of the **exclusions** to compensation earnable under PEPRA, it did not address (much less overrule), its prior holding that items of compensation did not need to be earned by all employees in the same grade or class.² VCERA's current practice regarding premium pays indicates that the parties are in agreement on this issue. (See VCERA Response pp. 4-5.)

² This argument is irrelevant as to the Heavy Equipment Operators/ Dozers, as they are their own classification.

In sum, neither *Alameda* nor PEPRA require the exclusion of heavy equipment operators' or aviation managers regularly scheduled standby pay. As detailed above, this pay is part and parcel of their assigned duties and hours while in these highly specialized units. Because these standby hours are a part of their regular schedule, they are not "payments for additional services rendered outside of normal working hours," and thus should not be excluded under Section 31461(b)(3).

3. Proposed Solution

VCPFA understands that under the County's current payroll system, it is impossible to distinguish pensionable standby pay that is a part of an employee's normal working hours from non-pensionable standby pay. This problem arose because prior to *Alameda*, the County had no reason to make this distinction. The failure to distinguish between standby payments has resulted in the inconsistent payroll data discussed above. In order to correct this reporting issue VCPFA proposes: 1) the County implement a new pay code for standby hours that are a part of an employee's normal working hours and VCERA treat hours worked under this pay code as pensionable. All other standby would continue to be coded under the generic SBP code and would not be pensionable; 2) VCERA retroactively cap pensionable standby at the minimum annual number of standby hours required for that employee's position. Because none of the affected members have retired yet, this will not require VCERA to adjust anyone's pension. Rather, this proposed solution will ensure VCERA receives contributions on these payments in advance of member's retirement.

VCPFA is committed to working with VCERA to solve this problem, and believes this proposed solution is consistent with PEPRA and the *Alameda* decision.

Sincerely,

MASTAGNI HOLSTEDT, APC



DAVID E. MASTAGNI
Attorney at Law

DEM/rlr

cc: Linda Webb, Retirement Administrator
Ashley Dunning, Esq.
Kevin Aguayo, President, VCPFA

EXHIBIT A



Ventura County Professional Firefighters' Association

IAFF Local 1364

Proud Professionals Serving the Citizens of Ventura County



January 29, 2022

Jeff Burgh

Auditor-Controller

RE: Payroll codes for Ventura County Professional Firefighters Association Members

Dear Auditor-Controller Burgh,

It has come to the attention of the Ventura County Professional Firefighters Association that the Ventura County Employee's Retirement Association currently lacks the ability to accurately calculate VCPFA PEPPRA members' final pension compensation in accordance with the 2013 law. Specifically, two existing payroll codes preclude VCERA from determining an accurate pension calculation for these members:

EMT Premium Pay (EMT)
Standby Pay (SBP)

The problem is that currently VCERA does not have the ability to differentiate between those pay items which are required as a condition of employment and those which are elective incentives.

Maintaining a valid EMT certification is a condition of employment for members at the Firefighter Trainee, Firefighter, Fire Engineer, and Fire Captain classifications. For members in these classifications (PEPPRA and Classic) "EMT" is pensionable. Other VCPFA members are eligible to receive the EMT incentive even though it is not required for the position/classification they hold; consequently, this would be an incentive and not pensionable for PEPPRA members. Currently, there is only one payroll code, EMT, and this does not allow VCERA to distinguish between EMT as a requirement or as an incentive. To correct this technical flaw in the payroll system, the VCPFA requests that an additional payroll code be generated. County Payroll and VCERA need a mechanism to distinguish between pay items that are conditions of employment and those which are truly elective incentives.

A similar situation exists regarding standby pay. A singular pay code, SBP, is currently used and presents the same issue for County Payroll and VCERA. Additionally, certain VCPFA members in designated classifications such as those in the Fire District's Air Unit and Heavy Equipment Unit, have regularly scheduled standby hours as part of their duty assignment. Again, we need the ability to differentiate between regularly scheduled standby hours and non-regular standby time.


In summary, the VCPFA is requesting the creation of two new additional payroll codes:

One to recognize mandatory EMT certification
One to recognize mandatory standby hours

P.O. Box 385 Camarillo CA 93011 • (805) 484-8844 • VCPFA.org

Please feel free to contact me if further information is needed.

Kevin Aguayo

A handwritten signature in black ink, appearing to read 'K. Aguayo', written over the word 'President'.

President

Ventura County Professional Firefighters Association, IAFF Local 1364
805 490-8954

EXHIBIT B

May 2021

April '21							June '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30		27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30 C 12 STDBY	1 C 14 STDBY
2 C 14 stdby	3 C 12 C 13 STDBY	4 C 12 STDBY C 13	5 C 12 STDBY C 13 C 14	6 C 12 C 14 STDBY	7 C 14 STDBY	8 C 13 STDBY
9 C 13 STDBY	10 C 12 STDBY C 14	11 C 12 C 14 STDBY	12 C 12 C 13 C 14 STDBY	13 C 13 STDBY C 14	14 C 13 STDBY	15 C 12 STDBY
16 C 12 STDBY	17 C 13 C 14 STDBY	18 C 13 STDBY C 14	19 C 12 C 13 STDBY C 14	20 C 12 STDBY C 13	21 C 12 STDBY	22 C 14 STDBY
23 C 14 STDBY	24 C 12 C 13 STDBY	25 C 12 STDBY C 13	26 C 12 STDBY C 13 C 14	27 C 12 C 14 STDBY	28 C 14 STDBY	29 C 13 STSBY
30 C 13 STDBY	31 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

June 2021

May '21							July '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1						1	2
2	3	4	5	6	7	8		4	5	6	7	8	9
9	10	11	12	13	14	15		11	12	13	14	15	16
16	17	18	19	20	21	22		18	19	20	21	22	23
23	24	25	26	27	28	29		25	26	27	28	29	30
30	31												31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30 C 13 STDBY	31 C 12 STDBY	1 C 12	2 C 12	3 C 13 STDBY	4 C 13 STDBY	5 C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
6 C 12 STDBY	7 C 13	8 C 13 STDBY	9 C 12	10 C 12 STDBY	11 C 12 STDBY	12 C 14 STDBY
	C 14 STDBY	C 14	C 14			
13 C 14 STDBY	14 C 12	15 C 12 STDBY	16 C 12 STDBY	17 C 12	18 C 14 STDBY	19 C 13 STDBY
	C 13 STDBY	C 13	C 13			
			C 14	C 14 STDBY		
20 C 13 STDBY	21 C 12 STDBY	22 C 12	23 C 12	24 C 13 STDBY	25 C 13 STDBY	26 C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
27 C 12 STDBY	28 C 13	29 C 13 STDBY	30 C 12	1 C 12 STDBY	2 C 12 STDBY	3 C 14 STDBY
	C 14 STDBY	C 14	C 14	C 13		
4 C 14 STDBY	5 C 12	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
	C 13 STDBY					
Calendar Templates by Vertex42 https://www.vertex42.com/calendars/						

July 2021

June '21							August '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30				29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 C 12 STDBY	28 C 13 C 14 STDBY	29 C 13 STDBY C 14	30 C 12 C 13 STDBY C 14	1 C 12 STDBY C 13	2 C 12 STDBY	3 C 14 STDBY
4 C 14 STDBY	5 C 12 C 13 STDBY	6 C 12 STDBY C 13	7 C 12 STDBY C 13 C 14	8 C 12 C 14 STDBY	9 C 14 STDBY	10 C 13 STDBY
11 C 13 STDBY	12 C 12 STDBY C 14	13 C 12 C 14 STDBY	14 C 12 C 13 C 14 STDBY	15 C 13 STDBY C 14	16 C 13 STDBY	17 C 12 STDBY
18 C 12 STDBY	19 C 13 C 14 STDBY	20 C 13 STDBY C 14	21 C 12 C 13 STDBY C 14	22 C 12 STDBY C 13	23 C 12 STDBY	24 C 14 STDBY
25 C 14 STDBY	26 C 12 C 13 STDBY	27 C 12 STDBY C 13	28 C 12 STDBY C 13 C 14	29 C 12 C 14 STDBY	30 C 14 STDBY	31 C 13 STDBY
1 C 13 STDBY	2 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

August 2021

July '21							September '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30	31	26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
8	9	10	11	12	13	14
C 12 STDBY			C 12	C 12 STDBY	C 12 STDBY	
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
15	16	17	18	19	20	21
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
22	23	24	25	26	27	28
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
29	30	31	1	2	3	4
C 12 STDBY			C 12	C 12 STDBY	C 12 STDBY	
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
5	6	Notes				
	C 12	C 12 WINCHESTER				
	C 13 STDBY	C 13 BEERY				
C 14 STDBY		C 14 PRICE				
Calendar Templates by Vertex42 https://www.vertex42.com/calendars/						

September 2021

August '21							October '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30	31					24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29 C 12 STDBY	30 C 13 C 14 STDBY	31 C 13 STDBY C 14	1 C 12 C 13 STDBY C 14	2 C 12 STDBY C 13	3 C 12 STDBY	4 C 14 STDBY
5 C 14 STDBY	6 C 12 C 13 STDBY	7 C 12 STDBY C 13	8 C 12 STDBY C 13 C 14	9 C 12 C 14 STDBY	10 C 14 STDBY	11 C 13 STDBY
12 C 13 STDBY	13 C 12 STDBY C 14	14 C 12 C 14 STDBY	15 C 12 C 13 C 14 STDBY	16 C 13 STDBY C 14	17 C 13 STDBY	18 C 12 STDBY
19 C 12 STDBY	20 C 13 C 14 STDBY	21 C 13 STDBY C 14	22 C 12 C 13 STDBY C 14	23 C 12 STDBY C 13	24 C 12 STDBY	25 C 14 STDBY
26 C 14 STDBY	27 C 12 C 13 STDBY	28 C 12 STDBY C 13	29 C 12 STDBY C 13 C 14	30 C 12 C 14 STDBY	1 C 14 STDBY	2 C 13 STDBY
3 C 13 STDBY	4 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

October 2021

September '21							November '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3		1	2	3	4	5	6
5	6	7	8	9	10	11	7	8	9	10	11	12	13
12	13	14	15	16	17	18	14	15	16	17	18	19	20
19	20	21	22	23	24	25	21	22	23	24	25	26	27
26	27	28	29	30			28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
3	4	5	6	7	8	9
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
10	11	12	13	14	15	16
C 12 STDBY			C 12	C 12 STDBY	C 12 STDBY	
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
17	18	19	20	21	22	23
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
24	25	26	27	28	29	30
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
31	1	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
C 12 STDBY						
	C 13					
	C 14 STDBY					

November 2021

October '21							December '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1 2				1 2 3 4			
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31 C 12 STDBY	1 C 13 C 14 STDBY	2 C 13 STDBY C 14	3 C 12 C 13 STDBY C 14	4 C 12 STDBY C 13	5 C 12 STDBY	6 C 14 STDBY
7 C 14 STDBY	8 C 12 C 13 STDBY	9 C 12 STDBY C 13	10 C 12 STDBY C 13 C 14	11 C 12 C 14 STDBY	12 C 14 STDBY	13 C 13 STDBY
14 C 13 STDBY	15 C 12 STDBY C 14	16 C 12 C 14 STDBY	17 C 12 C 13 C 14 STDBY	18 C 13 STDBY C 14	19 C 13 STDBY	20 C 12 STDBY
21 C 12 STDBY	22 C 13 C 14 STDBY	23 C 13 STDBY C 14	24 C 12 C 13 STDBY C 14	25 C 12 STDBY C 13	26 C 12 STDBY	27 C 14 STDBY
28 C 14 STDBY	29 C 12 C 13 STDBY	30 C 12 STDBY C 13	1 C 12 STDBY C 13 C 14	2 C 12 C 14 STDBY	3 C 14 STDBY	4 C 13 STDBY
5 C 13 STDBY	6 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

December 2021

November '21							January '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6								1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30					23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
5	6	7	8	9	10	11
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
12	13	14	15	16	17	18
C 12 STDBY			C 12	C 12 STDBY	C 12 STDBY	
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
19	20	21	22	23	24	25
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STBY	C 14 STDBY	
26	27	28	29	30	31	1
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
2	3	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
C 12 STDBY						
	C 13					
	C 14 STDBY					

January 2022

December '21							February '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30	31		27	28					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Notes				

February 2022

January '22							March '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5
6	7	Notes				

March 2022

February '22							April '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28						24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	Notes				

April 2022

March '22							May '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30	31			29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	Notes				



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<https://www.vertex42.com/calendars/>

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Create and print a 12-month calendar for your family, business, or school using this template provided by Vertex42.com. Enter the year and start month, then choose to begin each week on Sunday or Monday. Small previous and next month calendars at the top of the page provide a useful reference. Share and edit collaboratively or print a calendar for your wall, desk, fridge, or planner. Works for 2018, 2019, 2010, and beyond.

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EXHIBIT C

Ventura County Fire Department Standing Order



Code No.: SO-49-21
To: ALL PERSONNEL
From: JOHN MCNEIL, ASSISTANT CHIEF
Subject: WILDLAND FIRE SEASON
Retain Until: 12-31-2021

EXECUTIVE SUMMARY:

This Standing Order declares “Wildland Fire Season” and defines actions the Department will take in preparation and response to wildland fires.

[Link](#) to Standing Order.

WILDLAND FIRE SEASON

Effective May 23, 2021, the Department will declare "Wildland Fire Season" and initiate the following actions:

RESPONSES

- All brush fire responses will be dispatched as a Brush Fire "High."
- The daily "STEN Roster" will be maintained by the responsible Battalion Chief.
- The weekly "Out-of-County Roster" will be maintained by Bev Walters.

HANDCREW AND CONSTRUCTION

- Crews 11, 12, and 13 will be fully staffed and provide seven-day per week coverage from 0800 -1800.
- The Construction Unit will provide seven-day per week coverage from 0800 - 1800, and one dozer operator will be on standby for after-hours responses.

AVIATION

- Battalion Chief Nick Cleary is assigned to the Air Unit for a 3–6-month duration.
- Captain Jeff Seabrook is assigned as the Seasonal Aviation Manager to provide seven-day per week coverage.
- Aircraft status update:
 - Copters **4, 5** (Firehawk with fixed tank) delivered May 2021 and will be in service by July 2021.
 - Copters **6, 7, 8,** and **9** may be in the rotation if needed.
 - Copter **2** (Black Hawk with bucket) available while the transition to the new Firehawks is managed.
- FCC is updated daily with Air Unit availability and capabilities.

STATION 16

- Captains Jon Jelle and Damon Dalton are assigned to Station 16 for the staffing of Patrol 16.

This level of preparedness and response will remain in effect until the end of season is declared or at the direction of the Duty Chief.

If you have any questions, please contact your supervisor.



STANDING ORDER

Code No.: SO-34-22

To: ALL PERSONNEL

From: CHUCK SCHERREI, ASSISTANT CHIEF

Subject: WILDLAND FIRE SEASON

Retain Until: 12-31-2022

EXECUTIVE SUMMARY:

This Standing Order declares "Wildland Fire Season" and defines actions the Department will take in preparation and response to wildland fires.

[Link](#) to Standing Order.

WILDLAND FIRE SEASON

Effective May 29, 2022, the Department will declare "Wildland Fire Season" and initiate the following actions:

RESPONSES

- All brush fire responses will be dispatched as a Brush Fire "High."
- The daily "STEN Roster" will be maintained by the responsible Battalion Chief.
- The weekly "Out-of-County Roster" will be maintained by Bev Walters.

HANDCREW AND CONSTRUCTION

- Crews 11, 12, and 13 will be fully staffed and provide seven-day per week coverage from 0800 -1800.
- The Construction Unit will provide seven-day per week coverage from 0800 - 1800, and one dozer operator will be on standby for after-hours responses.

AVIATION

- Aircraft Status will continue to be updated on FireNet

STATION 16

- Captains Joe E. Williams and Damon Dalton are assigned to Station 16 for the staffing of Patrol 16.

This level of preparedness and response will remain in effect until the end of the season is declared or at the direction of the Duty Chief.

If you have any questions, please contact your supervisor.

1 DAVID E. MASTAGNI, ESQ. (SBN 204244)

2 davidm@mastagni.com

3 TAYLOR DAVIES-MAHAFFEY, ESQ. (SBN 3276773)

4 tdavies-mahaffey@mastagni.com

5 **MASTAGNI HOLSTEDT**

6 *A Professional Corporation*

7 1912 "I" Street

8 Sacramento, California 95811

9 Telephone: (916) 446-4692

10 Facsimile: (916) 447-4614

11 Attorneys for Grievant

12 VENTURA COUNTY PROFESSIONAL FIREFIGHTERS'

13 ASSOCIATION

14 IN THE MATTER OF APPEAL

15 VENTURA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION

16 VENTURA COUNTY PROFESSIONAL)
17 FIREFIGHTERS' ASSOCIATION,)

18 Grievant,

19 v.

20 VENTURA COUNTY EMPLOYEES')
21 RETIREMENT ASSOCIATION,)

22 Respondent.)

23 **DECLARATION OF KEVIN**
24 **AGUAYO IN SUPPORT OF**
25 **VENTURA COUNTY**
26 **PROFESSIONAL FIREFIGHTERS'**
27 **ASSOCIATION *ALAMEDA* APPEAL**

28 I, KEVIN AGUAYO, declare as follows:

- 29 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,
30 and if called upon to do so, I could and would completely testify thereto.
- 31 2. I have been employed by the Ventura County Fire Department since 1996. I currently
32 hold the position of Fire Engineer.
- 33 3. I am the current President of the Ventura County Professional Firefighters Association
34 ("VCPFA"). I have served in this role since 2018. Prior to assuming the role of President,
35 I served on the VCPFA Executive Board as Vice President from 2012-2018, Charities

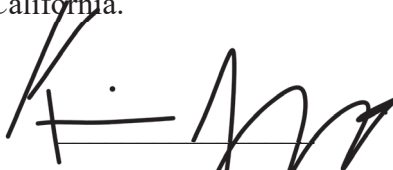
Vice President from 2008-2012, PAC Vice President in 2006, and District Representative from 2004-2008.

4. I am familiar with the standby schedules for Fire Department Heavy Equipment Operators ("Dozers") and Aviation Managers.
5. Both Dozers and Aviation Managers are highly specialized positions that require advanced training and certification. There are only a select few employees in the Department that are qualified to perform these tasks.
6. Because there is a limited number of employees available to perform these essential job duties, all employees in these assignments are required to be on standby for a certain number of days each month as a part of their normal schedule.
7. Currently, the Department employs three (3) individuals (Scott Price, Chris Beery, and Ryan Winchester) classified as "Heavy Equipment Operators."
8. These Dozers work a rotating schedule that repeats approximately every three (3) weeks. The schedule includes one (1) to two (2) days on duty, either proceeded or followed by two (2) days standby for two (2) weeks and three (3) days standby every third week.
9. Under this schedule, each Dozer works standby for a minimum of two (2) days per week and seven (7) days every three (3) weeks/ twenty-one (21) days. This scheduled, regular standby is necessary to ensure that at least one Dozer is on standby at all times.
10. A true and correct copy of the Dozer schedule is attached hereto as Exhibit A.
11. The Department also employs two (2) Aviation Managers (Mel Lobo and Jeff Seabrook).
12. Aviation Managers work standby time following each shift they are assigned as part of their normal working hours. Aviation Managers must remain on standby after each shift worked until 2:00 am.
13. This standby time is required year-round for Captain Lovo.
14. Captain Seabrook is a Seasonal Aviation Manager, and thus this standby requirement only applies to him during fire season. Fire season is clearly defined each year (usually beginning around the end of May), at which time Captain Seabrook is assigned to provide "seven-day per week coverage."

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15. True and correct copies of the 2021 and 2022 Standing Orders declaring the beginning of fire season are attached as Exhibit B.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22nd day of November, 2022 in Ventura California.



KEVIN AGUAYO

EXHIBIT A

May 2021

April '21							June '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	6	7	8	9	10	11	12
11	12	13	14	15	16	17	13	14	15	16	17	18	19
18	19	20	21	22	23	24	20	21	22	23	24	25	26
25	26	27	28	29	30		27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30 C 12 STDBY	1 C 14 STDBY
2 C 14 stdby	3 C 12 C 13 STDBY	4 C 12 STDBY C 13	5 C 12 STDBY C 13 C 14	6 C 12 C 14 STDBY	7 C 14 STDBY	8 C 13 STDBY
9 C 13 STDBY	10 C 12 STDBY C 14	11 C 12 C 14 STDBY	12 C 12 C 13 C 14 STDBY	13 C 13 STDBY C 14	14 C 13 STDBY	15 C 12 STDBY
16 C 12 STDBY	17 C 13 C 14 STDBY	18 C 13 STDBY C 14	19 C 12 C 13 STDBY C 14	20 C 12 STDBY C 13	21 C 12 STDBY	22 C 14 STDBY
23 C 14 STDBY	24 C 12 C 13 STDBY	25 C 12 STDBY C 13	26 C 12 STDBY C 13 C 14	27 C 12 C 14 STDBY	28 C 14 STDBY	29 C 13 STDBY
30 C 13 STDBY	31 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

June 2021

May '21							July '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1					1	2	3
2	3	4	5	6	7	8	4	5	6	7	8	9	10
9	10	11	12	13	14	15	11	12	13	14	15	16	17
16	17	18	19	20	21	22	18	19	20	21	22	23	24
23	24	25	26	27	28	29	25	26	27	28	29	30	31
30	31												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
C 13 STDBY	C 12 STDBY	C 12	C 12	C 13 STDBY	C 13 STDBY	C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
6	7	8	9	10	11	12
C 12 STDBY	C 13	C 13 STDBY	C 12	C 12 STDBY	C 12 STDBY	
	C 14 STDBY	C 14	C 13 STDBY	C 13		C 14 STDBY
			C 14			
13	14	15	16	17	18	19
	C 12	C 12 STDBY	C 12 STDBY	C 12		C 13 STDBY
C 14 STDBY	C 13 STDBY	C 13	C 13	C 14 STDBY	C 14 STDBY	
			C 14			
20	21	22	23	24	25	26
C 13 STDBY	C 12 STDBY	C 12	C 12	C 13 STDBY	C 13 STDBY	C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
27	28	29	30	1	2	3
C 12 STDBY	C 13	C 13 STDBY	C 12	C 12 STDBY	C 12 STDBY	
	C 14 STDBY	C 14	C 13 STDBY	C 13		C 14 STDBY
			C 14			
4	5	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
C 14 STDBY	C 12					
	C 13 STDBY					

July 2021

June '21							August '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30				29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27 C 12 STDBY	28 C 13 C 14 STDBY	29 C 13 STDBY C 14	30 C 12 C 13 STDBY C 14	1 C 12 STDBY C 13	2 C 12 STDBY	3 C 14 STDBY
4 C 14 STDBY	5 C 12 C 13 STDBY	6 C 12 STDBY C 13	7 C 12 STDBY C 13 C 14	8 C 12 C 14 STDBY	9 C 14 STDBY	10 C 13 STDBY
11 C 13 STDBY	12 C 12 STDBY C 14	13 C 12 C 14 STDBY	14 C 12 C 13 C 14 STDBY	15 C 13 STDBY C 14	16 C 13 STDBY	17 C 12 STDBY
18 C 12 STDBY	19 C 13 C 14 STDBY	20 C 13 STDBY C 14	21 C 12 C 13 STDBY C 14	22 C 12 STDBY C 13	23 C 12 STDBY	24 C 14 STDBY
25 C 14 STDBY	26 C 12 C 13 STDBY	27 C 12 STDBY C 13	28 C 12 STDBY C 13 C 14	29 C 12 C 14 STDBY	30 C 14 STDBY	31 C 13 STDBY
1 C 13 STDBY	2 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

August 2021

July '21							September '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				1	2	3	4
4	5	6	7	8	9	10	5	6	7	8	9	10	11
11	12	13	14	15	16	17	12	13	14	15	16	17	18
18	19	20	21	22	23	24	19	20	21	22	23	24	25
25	26	27	28	29	30	31	26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
C 13 STDBY	C 12 STDBY	C 12	C 12	C 13 STDBY	C 13 STDBY	C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
8	9	10	11	12	13	14
C 12 STDBY	C 13	C 13 STDBY	C 12	C 12 STDBY	C 12 STDBY	
	C 14 STDBY	C 14	C 13 STDBY	C 13		C 14 STDBY
			C 14			
15	16	17	18	19	20	21
	C 12	C 12 STDBY	C 12 STDBY	C 12		C 13 STDBY
C 14 STDBY	C 13 STDBY	C 13	C 13	C 14 STDBY	C 14 STDBY	
			C 14			
22	23	24	25	26	27	28
C 13 STDBY	C 12 STDBY	C 12	C 12	C 13 STDBY	C 13 STDBY	C 12 STDBY
	C 14	C 14 STDBY	C 14 STDBY	C 14		
29	30	31	1	2	3	4
C 12 STDBY	C 13	C 13 STDBY	C 12	C 12 STDBY	C 12 STDBY	
	C 14 STDBY	C 14	C 13 STDBY	C 13		C 14 STDBY
			C 14			
5	6	Notes				
	C 12	C 12 WINCHESTER				
C 14 STDBY	C 13 STDBY	C 13 BEERY				
		C 14 PRICE				

September 2021

August '21							October '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7						1	2
8	9	10	11	12	13	14	3	4	5	6	7	8	9
15	16	17	18	19	20	21	10	11	12	13	14	15	16
22	23	24	25	26	27	28	17	18	19	20	21	22	23
29	30	31					24	25	26	27	28	29	30
							31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29 C 12 STDBY	30 C 13 C 14 STDBY	31 C 13 STDBY C 14	1 C 12 C 13 STDBY C 14	2 C 12 STDBY C 13	3 C 12 STDBY	4 C 14 STDBY
5 C 14 STDBY	6 C 12 C 13 STDBY	7 C 12 STDBY C 13	8 C 12 STDBY C 13 C 14	9 C 12 C 14 STDBY	10 C 14 STDBY	11 C 13 STDBY
12 C 13 STDBY	13 C 12 STDBY C 14	14 C 12 C 14 STDBY	15 C 12 C 13 C 14 STDBY	16 C 13 STDBY C 14	17 C 13 STDBY	18 C 12 STDBY
19 C 12 STDBY	20 C 13 C 14 STDBY	21 C 13 STDBY C 14	22 C 12 C 13 STDBY C 14	23 C 12 STDBY C 13	24 C 12 STDBY	25 C 14 STDBY
26 C 14 STDBY	27 C 12 C 13 STDBY	28 C 12 STDBY C 13	29 C 12 STDBY C 13 C 14	30 C 12 C 14 STDBY	1 C 14 STDBY	2 C 13 STDBY
3 C 13 STDBY	4 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

October 2021

September '21							November '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4		1	2	3	4	5	6
5	6	7	8	9	10	11	7	8	9	10	11	12	13
12	13	14	15	16	17	18	14	15	16	17	18	19	20
19	20	21	22	23	24	25	21	22	23	24	25	26	27
26	27	28	29	30			28	29	30				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26 C 14 STDBY	27 C 12 C 13 STDBY	28 C 12 STDBY C 13	29 C 12 STDBY C 13	30 C 12 C 14 STDBY	1 C 14 STDBY	2 C 13 STDBY
3 C 13 STDBY	4 C 12 STDBY C 14	5 C 12 C 14 STDBY	6 C 12 C 13 C 14 STDBY	7 C 13 STDBY C 14	8 C 13 STDBY	9 C 12 STDBY
10 C 12 STDBY	11 C 13 C 14 STDBY	12 C 13 STDBY C 14	13 C 12 C 13 STDBY C 14	14 C 12 STDBY C 13	15 C 12 STDBY	16 C 14 STDBY
17 C 14 STDBY	18 C 12 C 13 STDBY	19 C 12 STDBY C 13	20 C 12 STDBY C 13 C 14	21 C 12 C 14 STDBY	22 C 14 STDBY	23 C 13 STDBY
24 C 13 STDBY	25 C 12 STDBY C 14	26 C 12 C 14 STDBY	27 C 12 C 13 C 14 STDBY	28 C 13 STDBY C 14	29 C 13 STDBY	30 C 12 STDBY
31 C 12 STDBY	1 C 13 C 14 STDBY	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

November 2021

October '21							December '21						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	
3	4	5	6	7	8	9	5	6	7	8	9	10	11
10	11	12	13	14	15	16	12	13	14	15	16	17	18
17	18	19	20	21	22	23	19	20	21	22	23	24	25
24	25	26	27	28	29	30	26	27	28	29	30	31	
31													

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31 C 12 STDBY	1 C 13 C 14 STDBY	2 C 13 STDBY C 14	3 C 12 C 13 STDBY C 14	4 C 12 STDBY C 13	5 C 12 STDBY	6 C 14 STDBY
7 C 14 STDBY	8 C 12 C 13 STDBY	9 C 12 STDBY C 13	10 C 12 STDBY C 13 C 14	11 C 12 C 14 STDBY	12 C 14 STDBY	13 C 13 STDBY
14 C 13 STDBY	15 C 12 STDBY C 14	16 C 12 C 14 STDBY	17 C 12 C 13 C 14 STDBY	18 C 13 STDBY C 14	19 C 13 STDBY	20 C 12 STDBY
21 C 12 STDBY	22 C 13 C 14 STDBY	23 C 13 STDBY C 14	24 C 12 C 13 STDBY C 14	25 C 12 STDBY C 13	26 C 12 STDBY	27 C 14 STDBY
28 C 14 STDBY	29 C 12 C 13 STDBY	30 C 12 STDBY C 13	1 C 12 STDBY C 13 C 14	2 C 12 C 14 STDBY	3 C 14 STDBY	4 C 13 STDBY
5 C 13 STDBY	6 C 12 STDBY C 14	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

December 2021

November '21							January '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6							1
7	8	9	10	11	12	13	2	3	4	5	6	7	8
14	15	16	17	18	19	20	9	10	11	12	13	14	15
21	22	23	24	25	26	27	16	17	18	19	20	21	22
28	29	30					23	24	25	26	27	28	29
							30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
5	6	7	8	9	10	11
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
12	13	14	15	16	17	18
C 12 STDBY			C 12	C 12 STDBY	C 12 STDBY	
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
19	20	21	22	23	24	25
	C 12	C 12 STDBY	C 12 STDBY	C 12		
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STBY	C 14 STDBY	
26	27	28	29	30	31	1
	C 12 STDBY	C 12	C 12			C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
2	3	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
C 12 STDBY						
	C 13					
	C 14 STDBY					

January 2022

December '21							February '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30	31		27	28					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	Notes				

February 2022

January '22							March '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	1	2	3	4	5
6	7	Notes				

March 2022

February '22							April '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28						24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	Notes				

April 2022

March '22							May '22						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	1	2	3	4	5	6	7
6	7	8	9	10	11	12	8	9	10	11	12	13	14
13	14	15	16	17	18	19	15	16	17	18	19	20	21
20	21	22	23	24	25	26	22	23	24	25	26	27	28
27	28	29	30	31			29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	Notes				



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EXHIBIT B

Ventura County Fire Department Standing Order



Code No.: SO-49-21
To: ALL PERSONNEL
From: JOHN MCNEIL, ASSISTANT CHIEF
Subject: WILDLAND FIRE SEASON
Retain Until: 12-31-2021

EXECUTIVE SUMMARY:

This Standing Order declares “Wildland Fire Season” and defines actions the Department will take in preparation and response to wildland fires.

[Link](#) to Standing Order.

WILDLAND FIRE SEASON

Effective May 23, 2021, the Department will declare "Wildland Fire Season" and initiate the following actions:

RESPONSES

- All brush fire responses will be dispatched as a Brush Fire "High."
- The daily "STEN Roster" will be maintained by the responsible Battalion Chief.
- The weekly "Out-of-County Roster" will be maintained by Bev Walters.

HANDCREW AND CONSTRUCTION

- Crews 11, 12, and 13 will be fully staffed and provide seven-day per week coverage from 0800 -1800.
- The Construction Unit will provide seven-day per week coverage from 0800 - 1800, and one dozer operator will be on standby for after-hours responses.

AVIATION

- Battalion Chief Nick Cleary is assigned to the Air Unit for a 3–6-month duration.
- Captain Jeff Seabrook is assigned as the Seasonal Aviation Manager to provide seven-day per week coverage.
- Aircraft status update:
 - Copters **4, 5** (Firehawk with fixed tank) delivered May 2021 and will be in service by July 2021.
 - Copters **6, 7, 8,** and **9** may be in the rotation if needed.
 - Copter **2** (Black Hawk with bucket) available while the transition to the new Firehawks is managed.
- FCC is updated daily with Air Unit availability and capabilities.

STATION 16

- Captains Jon Jelle and Damon Dalton are assigned to Station 16 for the staffing of Patrol 16.

This level of preparedness and response will remain in effect until the end of season is declared or at the direction of the Duty Chief.

If you have any questions, please contact your supervisor.



STANDING ORDER

Code No.: SO-34-22

To: ALL PERSONNEL

From: CHUCK SCHERREI, ASSISTANT CHIEF

Subject: WILDLAND FIRE SEASON

Retain Until: 12-31-2022

EXECUTIVE SUMMARY:

This Standing Order declares "Wildland Fire Season" and defines actions the Department will take in preparation and response to wildland fires.

[Link](#) to Standing Order.

WILDLAND FIRE SEASON

Effective May 29, 2022, the Department will declare "Wildland Fire Season" and initiate the following actions:

RESPONSES

- All brush fire responses will be dispatched as a Brush Fire "High."
- The daily "STEN Roster" will be maintained by the responsible Battalion Chief.
- The weekly "Out-of-County Roster" will be maintained by Bev Walters.

HANDCREW AND CONSTRUCTION

- Crews 11, 12, and 13 will be fully staffed and provide seven-day per week coverage from 0800 -1800.
- The Construction Unit will provide seven-day per week coverage from 0800 - 1800, and one dozer operator will be on standby for after-hours responses.

AVIATION

- Aircraft Status will continue to be updated on FireNet

STATION 16

- Captains Joe E. Williams and Damon Dalton are assigned to Station 16 for the staffing of Patrol 16.

This level of preparedness and response will remain in effect until the end of the season is declared or at the direction of the Duty Chief.

If you have any questions, please contact your supervisor.



ATTORNEYS AT LAW

50 California Street
34th Floor
San Francisco, CA 94111
T 415.398.3600
F 415.398.2438

Ashley K. Dunning
D 415.438.7228
adunning@nossaman.com

Refer To File # 501702-0097

VIA EMAIL

July 13, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 S. Victoria Avenue
Suite 200
Ventura, CA 93003

Re: Reply Statement re Exclusion from Compensation Earnable of Standby Pay
Received by Ventura County Firefighters on and after January 1, 2013

To the Board of Retirement:

This letter responds to the June 13, 2022 letter of David Mastagni (the "Opening Statement") on behalf of the Ventura County Professional Firefighters Association ("VCPFA") concerning VCERA's exclusion of standby pay from the compensation earnable of certain VCERA legacy members. Those members (the "Appellants") are: Mel Lovo (Fire Captain—Aviation Manager); Jeff Seabrook (Fire Captain—Seasonal Aviation Manager); Scott Price (Heavy Equipment Operator); Chris Beery (Heavy Equipment Operator); and Ryan Winchester (Heavy Equipment Operator).

Briefly, VCERA excluded standby from the compensation earnable of *all* legacy members because standby is a payment "for additional services rendered outside normal working hours," and thus *must* be excluded from compensation earnable under Government Code section 31461(b)(3). Although Appellants do not generally challenge this exclusion, Appellants argue that, as a factual matter, their work schedules are such that standby constitutes part of their "normal working hours" and should thus be included in their compensation earnable. The record, however, demonstrates that this is not so. The Memoranda of Agreement governing VCPFA members' employment clearly indicate that standby is for "services rendered outside normal working hours." Appellants likewise received standby pay erratically and irregularly across pay periods and across years, and these irregularities undercut Appellants' assertion that standby was part of their "*normal* working hours." The Board should accordingly affirm the exclusion of standby from Appellants' compensation earnable.

1. BACKGROUND

A. PEPPRA, Alameda, and VCERA's Implementation Thereof

In 2012, the Legislature enacted the Public Employees' Pension Reform Act ("PEPPRA"). PEPPRA amended Government Code section 31461 ("Section 31461"), the provision of the County Employees Retirement Law of 1937 ("CERL") that defines legacy members'

compensation earnable. Specifically, PEPRA added subdivision (b)(3) to Section 31461, which provides that “‘Compensation earnable’ does not include, in any case . . . [p]ayments for additional services rendered outside normal working hours, whether paid as a lump sum or otherwise.” (Section 31461(b)(3).)

Litigation contesting the constitutionality of PEPRA amendments to Section 31461 was filed almost immediately, and that litigation resolved on July 30, 2020, with the California Supreme Court’s decision in *Alameda County Deputy Sheriff’s Assoc. et al., v. Alameda County Employees’ Retirement Assn., et al.* (2020) 9 Cal.5th 1032.¹ The *Alameda* Court upheld the PEPRA amendments to Section 31461 against the constitutional challenge. The Board promptly acted to implement the PEPRA amendments’ exclusions from compensation earnable by passing a resolution on October 12, 2020 (the “*Alameda* Implementation Resolution,” a copy of which is attached hereto as Exhibit B). Before the *Alameda* Implementation Resolution, VCERA had included standby in legacy members’ compensation earnable pursuant to the Board’s resolution of December 15, 1997 (attached hereto as Exhibit C.) On May 24, 2021, the Board implemented section 11 of the *Alameda* Implementation Resolution by ratifying VCERA staff’s determinations of paycodes excludable under *Alameda*. (A copy of VCERA’s chart with those exclusions is attached as Exhibit D, and Board meeting minutes reflecting that decision are attached as Exhibit E.)

The *Alameda* Implementation Resolution states that all affected members shall have “an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours . . .).” (Ex. A at ¶ 12.) The Board established the process for such administrative appeals by its resolution of November 15, 2021 (the “*Alameda* Appeals Resolution,” attached hereto as Exhibit F).

B. The MOAs Governing Appellants’ Employment

Each appellant is employed by the County of Ventura (the “County”) through its Fire Protection District, and are subject to the various Memoranda of Agreement (the “MOAs” between VCPFA and the County. (A copy of the MOA in effect from August 1, 2021 through July 31, 2024 is attached as Exhibit G, and a copy of the MOA in effect from August 1, 2018 through July 31, 2021 is attached as Exhibit H.)

Those MOAs state that they “summarize[] the full and complete agreement reached concerning” VCPFA members’ “wages, hours, and working conditions.” (Ex. G Art 1; Ex. H Art. 1.) To that end, Article 10 of the MOAs defines Appellants’ “Hours of Work”: “Employees on staff assignment, fire crew personnel and construction personnel shall work a forty (40) hour, four (4)

¹ Because of this litigation, the Board did not immediately implement the PEPRA Amendments to Section 31461. The Board did, however, immediately implement PEPRA as to all “new members,” i.e., PEPRA members, and excluded standby from PEPRA members’ pensionable compensation by resolution dated November 17, 2014 (attached hereto as Exhibit A).

or five (5) day work week or such other schedule constituting eighty (80) hours in a pay period” (Ex. G § 1001; Ex. H § 1001.)²

The MOAs likewise set forth rules regarding overtime: “It is the policy of the [County Fire Protection] District to avoid the necessity for overtime whenever possible.” (Ex. G at § 1101; Ex. H at § 1101.) “Overtime worked or scheduled to be worked shall not be considered as part of the normal work schedule.” (*Id.*)

The MOAs contain a single provision concerning standby premium pay, which provides:

Any employee in the District covered by this Agreement may be placed in “stand-by” status at the discretion of the Duty Chief due to forecasted emergency conditions. Any such employee shall be compensated at the rate of one-fourth (1/4) of his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

(Ex. G at § 602; Ex. H at § 602.)

C. Appellants’ Receipt of Standby

In evaluating Appellants’ initial administrative appeal, VCERA prepared summary statistics related to each Appellant’s receipt of standby pay from mid-2013 through early 2022 to determine whether Appellants received standby in a manner suggesting that Appellants’ standby work was regularly scheduled and performed. (A copy of those statistics is attached as Exhibit I.) Appellants did not receive standby in a regular fashion. For instance, Exhibit I shows that:

- Appellant Lovo (a Fire Captain—Aviation Manager), although he received some standby pay during most pay periods from 2016 on, received no standby pay whatsoever during most pay periods in 2013, 2014, and 2015. Appellant Lovo likewise received standby in irregular amounts from 2016 on, and rarely received the same amount of standby in any pay period (much less any consecutive pay period) within a given year.
- Appellant Seabrook (a Fire Captain—Seasonal Aviation Manager) received no standby in any pay period during 2013, received standby in only five pay periods in 2014, thirteen pay periods in 2015, seven pay periods in 2016, two pay periods in 2017, and nine pay periods in 2018. Appellant Seabrook almost never received the same amount of standby in any two pay periods within a given year.

² An additional provision in Article 10 of the MOAs—Section 1002—defines alternative work schedules for certain VCPFA members that have more than eighty normal working hours per pay period. This provision, however, does not apply to any Appellant, and the Opening Statement does not suggest as much.

- Appellants Price, Beery, and Winchester (all Heavy Equipment Operators) go several pay periods in each reported year (excepting 2013, 2014, and 2021) without receiving any standby. These three Appellants likewise earned inconsistent amounts of standby from pay period to pay period, rarely receiving the same amount of standby in any two pay periods. These three Appellants likewise did not receive standby consistently with each other, either on pay-period-to-pay-period or on a year-to-year basis.

D. History of this Appeal

Pursuant to the *Alameda* Appeals Resolution, Appellants, through counsel, administratively appealed the exclusion of standby as to Appellants by letter on February 28, 2022. (A copy of this letter, minus the attached exhibits, is attached as Exhibit J). VCERA's Retirement Administrator Linda Webb responded by letter on March 25, 2022 denying Appellants' appeal. (A copy of this letter, minus the attached exhibits, is attached as Exhibit K.)

Appellants have appealed this initial denial to the Board, and, for the reasons set forth below, VCERA recommends that the Board affirm its exclusion of standby from Appellants' compensation earnable.

2. ANALYSIS

A. The MOAs governing Appellants' employment make clear that they receive standby for "services rendered outside normal working hours."

Section 31461(b)(3) requires that the Board exclude from compensation earnable any payment for "services rendered outside normal working hours." The MOAs governing Appellants' employment are clear on this point: Appellants plainly receive standby for performing services rendered outside normal working hours, and the Board should accordingly exclude standby from Appellants' compensation earnable.

First, the MOAs clearly define the "hours of work" for *all* VCPFA members, including Appellants. By default, those hours of work are "eighty (80) hours in a pay period," and certain special schedules require additional regular hours per pay period. (Ex. G at §§ 1001–02; Ex. H at §§ 1001–02.) Neither the default hours of work, nor any special hours of work, contemplate standby as part of an employee's regular schedule.

Second, the MOA provision defining standby plainly state that "[n]o employee shall be paid for callback time and stand-by time simultaneously." (Ex. G at § 602; Ex. H at § 602.) Appellants do not dispute that callback pay is excluded from compensation earnable as a payment for services rendered outside normal working hours. Callback and standby pay, however, are mutually exclusive—i.e., an employee called back to work from standby receives *callback pay*, not *standby pay*. Because callback and standby are mutually exclusive pay items received for work performed after an employee's regular active duty shift concludes, both pay items should receive the same treatment as to pensionability.

The MOAs clearly define Appellants' hours of work without reference to standby, and are clear that Appellants receive standby for rendering services outside their normal working hours.

The Board should follow the MOAs, and affirm the exclusion of standby pay from Appellants' compensation earnable.

B. Appellants received standby much too inconsistently for standby to have constituted their “normal working hours.”

Appellants premise their appeal on the contention that standby, notwithstanding the language of the MOAs, is part of their normal working hours. That contention, however, simply does not line up with the facts.

Appellants receive standby in extremely irregular amounts. These irregularities are apparent when comparing Appellant's pay periods to their other pay periods, when comparing Appellants' pay periods to every other Appellant's pay periods, when comparing an Appellant's yearly standby accruals to their other yearly standby accruals, and when comparing Appellants' yearly standby accruals to every other Appellants' yearly standby accruals. Over the nine years of data collected, not one Appellant earned the same amount of standby in any year as they did in any other year, and no Appellant ever earned the same amount of standby as any other Appellant within a calendar year. (See Ex. I.) (Moreover, in only two instances did any Appellant receive the same amount of standby annually as another Appellant had received in a different year: Appellant Beery received 934 hours in 2018 after Appellant Winchester had received the same in 2017, and Appellant Winchester received 1008.5 hours of standby in 2021 after Appellant Beery had received the same in 2016. (See Ex. I.) These consistent and pervasive irregularities show that Appellants did not earn standby with any regularity whatsoever, and, absent such regularity, standby cannot be considered to be part of Appellants' normal working hours.

Appellants' explanations for these irregularities are insufficient. Appellants claim that, because the standby schedule repeats every three weeks—i.e., out of alignment with the two-week pay period—pay-period-to-pay-period irregularities should be expected. This explanation, however, fails to account for the fact that Appellants *almost never* earned the same amount of standby within a pay period as they did in any other pay period, or as any other Appellant did within a pay period. (See Ex. I.) Appellants likewise claim that annual variations in standby must be expected because Appellants can take additional standby shifts, or volunteer for the standby shifts of other employees. This, however, fails to explain the enormous variations in standby earnings: Appellant Lovo earned anywhere from 68 to 740 hours of standby during the reported years, Appellant Seabrook from 17.5 to 597.5 hours, Appellant Price from 796.5 to 1264 hours, Appellant Beery from 762.5 to 1059 hours, and Appellant Winchester from 768 to 1126.5 hours. (See Ex. I.) Finally, Appellants suggest variations in standby must be expected because Appellants cannot receive standby and callback pay simultaneously, and differences in standby pay result from differences in callback needs. This, however, simply shows why, as a conceptual matter, standby must be excluded. As discussed in the previous section, Appellants do not contend that callback pay may be included in compensation earnable, as callback is clearly paid for services rendered outside normal working hours. Because callback and standby are mutually exclusive pay items—both paid for services rendered after the conclusion of Appellants' regularly

scheduled shifts—it would not be reasonable to treat those pay items differently as to pensionability.³

C. The Board should not support the issuance of a new paycode for standby.

Appellants distinguish between what they refer to as “regularly scheduled” standby—which they contend should be *included* in compensation earnable—and “excess standby”—which they concede should be *excluded* from compensation earnable. Appellants have requested that the County create a new paycode to distinguish between different forms of standby, and have asked the Board to join this request. There is, however, no reason for the Board to do so: Appellants’ request does not address any of the underlying conceptual issues with standby discussed in Section 2.A. That is, Appellants’ MOAs are clear that Appellants receive standby for services rendered outside of normal working hours. The MOAs define Appellants’ “hours of work” without reference to standby, and are clear that standby and callback—which Appellants concede to be excludable—are mutually exclusive pay items that Appellants receive for performing services after their regularly shifts have ended. Because a new paycode would not address these problems, the Board should not support the creation of one.

D. Appellants Lovo and Seabrook cannot be in a “grade or class of positions” that includes only a single employee.

Appellant Lovo, an Aviation Manager, and Appellant Seabrook, a Seasonal Aviation Manager, both argue that standby is part of the normal working hours of their respective positions. These arguments, however, fail at the threshold. Only hours worked “by persons in the same grade or class of positions” are includable in compensation earnable, and a “grade or class of positions” cannot be comprised of only a single employee.

First, neither an Aviation Manager nor a Seasonal Aviation Manager can be considered a “grade or class of positions” under Section 31461 because those positions are simply a subgroup of Fire Captains—the classification the County assigns to Appellants Lovo and Seabrook. The County’s master list of job codes and titles makes no mention of either an “Aviation Manager” or a “Seasonal Aviation Manager,” and the MOAs do not list either position as a covered “classification.” (See County of Ventura’s PP 2022-11 Job Code & Salary Listing

³ To address these irregularities as a practical matter, Appellants propose that VCERA “cap the includable standby hours at 122 (365/21*7) shifts per year” for the Heavy Equipment Operators. (Opening Statement at 3.) Appellants, however, offer no principled reason for doing so. Appellants provide no evidence, and offer no argument, that any Appellant actually worked 122 “regularly scheduled” (in Appellants’ characterization) standby shifts during any relevant year. Appellants, moreover, concede that not all standby hours are pensionable. (Opening Statement at 3.) Appellants’ proposal would thus almost certainly result in the inclusion of standby pay that Appellants admit is not pensionable in Appellants’ compensation earnable.

by Job Title, attached hereto as Exhibit L; see also Ex. G § 401; Ex. H § 401.)⁴ This reinforces the conclusion that neither title is a “grade or class of positions” under Section 31461. (See *Stevenson v. Board of Retirement of the Orange County Employees Retirement System* (2010) 186 Cal.App.4th 498, 510 [consulting MOU and county web site to determine that appellant’s “grade or class of position” was not the specialized subgroup that appellant alleged].)

Moreover, a single employee cannot comprise a “grade or class of positions” under Section 31461 of CERL. (C.f. § 20636, subd. (e)(1), [providing that, under analogous provision in the Public Employees Retirement Law, “[a] single employee is not a group or class”].)

E. Alameda did not limit the Section 31461(b)(3) exclusion to work that employees can volunteer to perform.

Appellants have also argued that the *Alameda* Court interpreted Section 31461(b)(3) to exclude only those pay items Appellants could volunteer to receive during their final compensation period inflate their pensionable earnings. (Opening Statement at 4.) The Board should not credit this argument, as *Alameda* imposes no such limitation on that statutory provision. Indeed, the *Alameda* Court specifically cited a pay item analogous to standby as a mandatory exclusion under Section 31461(b)(3). Discussing the meaning of that provision, the Court noted that “[a]n often-cited example of [payments for ‘additional services rendered outside of normal working hours’] is on-call duty pay, which is provided to employees in return for voluntarily making themselves available to be called to work outside their normal working hours.” (*Alameda*, 9 Cal.5th at 1062.) This is precisely why Appellants received standby: for being available to be called back to work (thereby receiving callback pay) after their regular shifts had ended. Moreover, the language of Section 31461(b)(3) does not require the Board to determine whether a particular member volunteered, or was required by the County, to be on standby on a given day.

F. VCERA may not continue to include standby in Appellants’ compensation earnable, notwithstanding its past practices.

Although VCERA has previously included standby in Appellants’ compensation earnable, this fact has no legal relevance. A retirement system’s past practices cannot require that system to continue a policy despite changes to the retirement statutes or judicial clarifications of those statutes. *Alameda* is clear on this point: members have no contractual, equitable, or constitutional rights to the policies of a retirement system that predate that system’s implementation of PEPR. (9 Cal.5th at 1069 [no contractual right], 1074 [no equitable right], 1103 [no constitutional right].) Retirement systems are required to follow the retirement statutes as the Legislature amends them and the courts interpret them—they “have no authority” to do

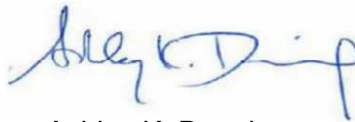
⁴ The fifteen “classifications” identified in section 401 of the MOAs are: Firefighter Trainee, Firefighter, Fire Captain, Fire Crew Supervisor, Fire Equipment Operator, Fire Engineer, Fire Investigation Specialist, Fire Prevention Officer – Non-Safety, Fire Specialist – Non-safety, Fire Inspector – Non-Safety, Senior Fire Inspector – Non-Safety, Fire Systems Engineer – Non-Safety, Hazardous Materials Specialist, Fire Control Worker, and Senior Fire Control Worker. (Ex. G § 401; Ex. H § 401.) Appellants Beery, Price, and Winchester are classified by the County as Fire Equipment Operators, a classification which does appear on the County’s master list. (Ex. L at 13.)

otherwise. (*Id.* at 1067 [“[I]t is the judiciary, not individual retirement boards, that has final responsibility for the interpretation of the Legislature’s terms.”]; see also *City of San Diego v. San Diego City Employees’ Ret. Sys.* (2010) 186 Cal.App.4th 69, 80 [“The scope of the board’s power as to benefits is limited to administering the benefits set by the [legislative body].”].) The Board’s past policy of including standby thus offers no basis for that policy’s continuation. VCERA is required to follow the retirement statutes as the courts have interpreted them—it has no discretion to do otherwise—and *Alameda* has clearly interpreted Section 31461 to prohibit the inclusion of standby in compensation earnable. The Board properly implemented that mandate through its *Alameda* Implementation Resolution, which also provided for the return of member contributions erroneously taken on such pay items on and after January 1, 2013, plus interest.

* * *

In conclusion, the Board should affirm VCERA’s exclusion of standby pay from Appellants’ compensation earnable. The MOAs governing Appellants’ employment make clear that Appellants receive standby for payments for services rendered outside normal working hours, and Appellants receive standby far too erratically for standby to reasonably be characterized as “normal working hours.” The Board should likewise decline to support Appellants’ request to the County for the creation of a new paycode, as a new paycode would not resolve the underlying issue: Appellants receive standby for performing services outside their normal working hours, and VCERA must exclude such pay from Appellants’ compensation earnable under Section 31461.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ashley K. Dunning".

Ashley K. Dunning
Nossaman LLP

EXHIBIT A

**RESOLUTION OF THE BOARD OF RETIREMENT OF VENTURA COUNTY
EMPLOYEES' RETIREMENT ASSOCIATION (VCERA)
REGARDING PENSIONABLE COMPENSATION DETERMINATIONS**

WHEREAS, the Ventura County Employees' Retirement Association ("VCERA") and the VCERA Board of Retirement ("Board") are governed by the County Employees Retirement Law of 1937 (Gov. Code sections 31450, et seq.) ("CERL") and the Public Employees' Pension Reform Act of 2013 (Gov. Code sections 7522., et seq.), enacted by Assembly Bill 340 (regular session 2011-2012), effective January 1, 2013 ("PEPRA").

WHEREAS, this Resolution implements PEPRA's provisions regarding the determination of "pensionable compensation" in Government Code section 7522.34 ("Pensionable Compensation"), which applies to VCERA members for their service rendered on or after January 1, 2013 as "new members" under Government Code 7522.04(f) of PEPRA ("New Members").

WHEREAS, this Resolution identifies items of compensation that the Board presently believes are permitted, or required, to be included in, or excluded from, Pensionable Compensation for purposes of the effective administration of retirement system benefits and collection of contributions. **If, however, the Board later concludes that it has identified an item herein as either includable or excludable in a manner that is inconsistent with Board policy as determined by that later Board, or with a determination by the legislature, a court of competent jurisdiction, or other persuasive administrative legal authority such as the California Attorney General, the Board reserves the right to change its prior determination and to make appropriate adjustments both prospectively and/or retroactively, as this Resolution is not intended to, and does not, create any vested rights in members to the past, present, or future determinations set forth herein. Where this Resolution conflicts with any subsequent Board amendment to it, that subsequent Board-amended Resolution shall prevail.**

WHEREAS, Government Code section 7522.34, subdivision (a), defines Pensionable Compensation as "the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules."

WHEREAS, the Board interprets the above-quoted subdivision (a) as permitting pay items to be included in Pensionable Compensation if they are within either the normal monthly rate of pay or the base pay of the member. Such pay items must also comply with the other requirements of subdivision (a) that they be paid:

1. In cash,
2. Not only to the member but also to similarly situated members of the same group or class of employment,
3. For services rendered on a full-time basis,
4. For services rendered during normal working hours,

5. Pursuant to publicly available pay schedules, and
6. Not paid to enhance a member's retirement benefit.

WHEREAS, Government Code section 7522.34, subdivision (c), also identifies categories of payments that are not included in Pensionable Compensation under any circumstances, which are enumerated as follows:

1. Any compensation determined by the board to have been paid to increase a member's retirement benefit under that system.
2. Compensation that had previously been provided in kind to the member by the employer or paid directly by the employer to a third party other than the retirement system for the benefit of the member and which was converted to and received by the member in the form of a cash payment.
3. Any one-time or ad hoc payments made to a member.
4. Severance or any other payment that is granted or awarded to a member in connection with or in anticipation of a separation from employment, but is received by the member while employed.
5. Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, whether paid in a lump sum or otherwise, regardless of when reported or paid.
6. Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.
7. Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.
8. Compensation for overtime work, other than as defined in Section 207(k) of Title 29 of the United States Code.
9. Employer contributions to deferred compensation or defined contribution plans.
10. Any bonus paid in addition to the compensation described in subdivision (a).
11. Any other form of compensation a public retirement board determines is inconsistent with the requirements of subdivision (a).
12. Any other form of compensation a public retirement board determines should not be pensionable compensation.

NOW, THEREFORE, BE IT RESOLVED that the VCERA Board of Retirement declares the following:

1. The foregoing Recitals are incorporated herein by this reference.
2. The following pay types shall be included in Pensionable Compensation under section 7522.34, subdivision (a), and retirement contributions will be taken on all such payments, as follows:
 - a) Regular salary, including scheduled step increases;
 - b) FLSA premium pay for law enforcement and fire protection as defined in Section 207(k) of Title 29 of the United States Code.
 - c) Additional pay types will be included in Pensionable Compensation if the following criteria are met:

Special assignment payments or differentials, and payments for possessing specified certificates, certifications or licenses will be included only if the assignment, certification or license is part of a member's regularly assigned responsibilities on a matter that is a normal or essential function of the job and is not performed or received solely during the final average compensation period, and is part of the regular assignment of other members in the same group or class. The amounts must also be (i) paid in cash to similarly situated members of the same group or class of employment; (ii) paid for services rendered on a full-time basis; (iii) paid only for services rendered during normal working hours; (iv) paid pursuant to publicly available pay schedules; and (v) affirmatively and specifically approved by the Board as consistent with the Board policy set forth in this Resolution.
3. The following pay types shall be excluded from Pensionable Compensation under the referenced numerical subdivisions of Government Code section 7522.34, subdivision (c), and retirement contributions will not be collected on those payments for New Members:
 - a) Allowances (e.g., clothing, uniform, automobile, housing) (subdiv. (7)).
 - b) In-kind benefits converted to cash (subdiv. (2)).
 - c) All leave cash outs, regardless of when paid (e.g., annual, sick, floating holiday, personal, comp time) (subdiv. (5)).
 - d) Reimbursements and allowances (including, but not limited to, automobile, housing, moving, relocation, tool, meal, boot, cell phone, or license) (subdiv. (7)).

- e) Overtime, unless it is FLSA premium pay for certain safety members as defined by statute (subdiv. (8)).
- f) Severance pay, regardless of when or how paid (subdiv. (4)).
- g) Lump sum payment of comp time at promotion (subdiv. (5)).
- h) Bonuses that are not part of normal monthly rate of pay of the member and similarly situated members for full-time service during normal working hours pursuant to publicly available pay schedules (including, but not limited to, special non-essential skills bonus; temporary promotion bonus; productivity bonuses; discretionary or temporary special assignment bonuses (subdiv. (10)).
- i) Employer contributions to deferred compensation or defined contribution plans (subdiv. (9)).
- j) Payments for additional services rendered outside of normal working hours (including, but not limited to, call-back, standby pay, off-duty canine care, or extra-shift work) (subdiv. (6)).
- k) Payments made to enhance a retirement benefit as determined by the Board of Retirement (subdivs. (11) and (12)).

4. The “publicly available pay schedule” requirement in Government Code section 7522.34 means each employer plan sponsor of VCERA (“Employer”) must publish publically the amount of the pay item that is to be included in its employees’ Pensionable Compensation by meeting all of the following criteria:

- a) Has been duly approved and adopted by the Employer’s governing body in accordance with requirements of applicable public meetings laws;
- b) Identifies the position title for every employee position used by the Employer;
- c) Specifies the Pensionable Compensation amount of each identified position, which may be stated as a single amount or as multiple amounts within a range;
- d) Indicates the conditions for payment of the item of Pensionable Compensation, including, but not limited to, eligibility for, and amount of each component of pay;

- e) Is posted at the office of the Employer or immediately accessible and available for public review from the Employer during normal business hours or posted on the Employer's internet website;
- f) Indicates an effective date and date of any revisions;
- g) Is retained by the Employer and available for public inspection for not fewer than five years; and
- h) Does not reference another document in lieu of disclosing the item of Pensionable Compensation other than those outlined in a "labor policy or agreement," as described and limited below:
 - (i) A labor policy or agreement means any of the following: a Memorandum of Agreement; a Management, Confidential Clerical and Other Unrepresented Employees Resolution, or other similar document used by the Employer to specify the Pensionable Compensation of represented and unrepresented employees, as specifically approved by the VCERA Board of Retirement.
 - (ii) Identifying a percentage increase in salary, in lieu of a dollar amount, in a labor policy or agreement does comply with this interpretation of a "pay schedule".

5. The Retirement Administrator, with assistance of VCERA's legal counsel, is responsible for implementing the Board's determinations and policy decisions related to Pensionable Compensation. The VCERA Retirement Administrator will analyze pay codes to determine whether they constitute Pensionable Compensation or not under this Resolution, and will bring such determinations to the VCERA Board for action. The Chair of the Board may, but is not obligated to, appoint an ad hoc committee of the Board to address or recommend responses to any Pensionable Compensation implementation challenges, as appropriate.
6. Employers are responsible for coding of pay code categories consistent with this VCERA Resolution and subsequent VCERA determinations made consistent with this Resolution, and subject to the VCERA Retirement Administrator's review. Employers are responsible for notifying VCERA's Retirement Administrator regarding the facts and circumstances of any pay items they consider may be an exception to the Resolution and policy set forth herein, for review by the VCERA Retirement Administrator. Employers are also responsible for notifying the VCERA Retirement Administrator of new pay codes for Pensionable Compensation review by VCERA no later than the time of implementation of the codes.

7. The VCERA Retirement Administrator will review Employer pay code listings for compliance with this Resolution and policy established hereby as part of staff administrative procedures. When reviewing items of compensation, VCERA will audit pay items to identify those that may have a primary purpose to enhance retirement benefits, involve the manipulation of compensation by members or Employers to enhance benefits, and receipt of ad hoc payments or any other compensation considered to be inconsistent with the pension reform legislation provisions.
8. VCERA members or Employers may appeal a determination regarding pensionability of a particular pay item by the Retirement Administrator to the Retirement Board, through a VCERA administrative appeal process, as appropriate. The administrative appeal process, if implemented, may, but is not required, to follow the hearing process provides in Government Code sections 31533 and 31534.

ADOPTED AND APPROVED by the Board of Retirement of the Ventura County Employees' Retirement Association on the 7th day of November 2014.



Tracy Towner, Chair of the Board

EXHIBIT B

**RESOLUTION OF THE BOARD OF RETIREMENT OF
VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION
REGARDING *ALAMEDA* IMPLEMENTATION TO COMPENSATION EARNABLE
AND PENSIONABLE COMPENSATION**

WHEREAS, the Ventura County Employees' Retirement Association ("VCERA") and the VCERA Board of Retirement ("Board") are governed by the County Employees Retirement Law of 1937 (Gov. Code sections 31450, et seq. ("CERL")) and the Public Employees' Pension Reform Act of 2013 (Gov. Code sections 7522, et seq.), enacted by Assembly Bill 340 (regular session 2011-2012), effective January 1, 2013 ("PEPRA").

WHEREAS, by Resolution adopted on November 17, 2014, the Board implemented PEPRA's provisions regarding the determination of "pensionable compensation" in Government Code section 7522.34 ("Pensionable Compensation"), which applies to VCERA members for their service rendered on or after January 1, 2013 as "new members" under Government Code section 7522.04(f) of PEPRA ("New Member" or "PEPRA Members") ("Pensionable Compensation Resolution").

WHEREAS, the Pensionable Compensation Resolution includes a reservation of rights to change any particular determination it makes on the bases set forth therein and that reservation of rights applies to this *Alameda* Implementation Resolution as well.

WHEREAS, the Board is required by Government Code sections 31460, 31461 and 31542, to determine *compensation* and *compensation earnable* for those VCERA members ("legacy members") who are not PEPRA Members and is required by Government Code sections 31460, 31542, and 7522.34, to determine *compensation* and *pensionable compensation* for those individuals who are PEPRA members.

WHEREAS, the Board has taken numerous prior actions to implement pensionable compensation to PEPRA members as anticipated by the Pensionable Compensation Resolution, but the Board has postponed applying Assembly Bill 197 (2012-2013) ("AB 197"), as it amended section 31461 ("PEPRA Exclusions"), because it was awaiting the outcome of pending litigation against other CERL retirement systems who had implemented the PEPRA Exclusions ("AB 197 Litigation").

WHEREAS, on July 30, 2020, the California Supreme Court filed its decision in the AB 197 Litigation, in a decision entitled *Alameda County Deputy Sheriff's Assoc. et al., v. Alameda County Employees' Retirement Assn., et al.* (2020) 9 Cal.5th 1032 (the "*Alameda* Decision"). The *Alameda* Decision concludes that all amendments to the definition of compensation earnable in Government Code section 31461, enacted as a result of the PEPRA and related statutory changes to CERL (PEPRA Exclusions), effective January 1, 2013 are constitutional, and that CERL retirement boards may not be contractually bound or estopped by settlement agreements, board resolutions, or other similar actions, from implementing those amendments. The *Alameda* Decision further determines that CERL retirement boards may not include items in retirement allowance calculations, either compensation earnable under section 31461, as amended, or pensionable compensation under section 7522.34, that the applicable statutes require them to

exclude. As used herein, the term “PEPRA Exclusions” shall refer to any payments that are not permitted by subdivision (b)(2), (3) or (4) of Government Code section 31461 to be included in “compensation earnable,” or by subdivision (c) of Government Code section 7522 to be included in “pensionable compensation,” including, among other items, payments received by the member for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.

WHEREAS, the *Alameda* Decision also held that CERL retirement boards have no discretion to include pay items in retirement allowance calculations that are excluded under CERL, PEPRA, or other applicable statutes even without the enactment of PEPRA (“*Alameda* Exclusions”), disapproving of statements to the contrary in footnote no. 6 of *Guelfi v. Marin County Employees’ Retirement Assn.* (1983) 145 Cal.App.3d 297 (“*Guelfi* footnote 6”).

WHEREAS, the Board hereby determines that the *Alameda* Decision and other applicable law require it to change its determinations of certain pay codes for either compensation earnable, pensionable compensation, or both, as resolved below.

WHEREAS, this Resolution is intended to comply with the requirements of the Internal Revenue Code of 1986, as amended or replaced from time to time and the regulations issued thereunder (the “Code”) as applicable.

NOW, THEREFORE BE IT RESOLVED, by the VCERA Board of Retirement declares the following:

1. The foregoing Recitals are incorporated herein by this reference.
2. VCERA shall comply with *Alameda*’s directives regarding mandatorily excluded pay items, which includes the PEPRA Exclusions, and apply that directive to all retiree payroll for individuals who retire on or after January 1, 2013 (including those who will retire on or after the date of this Resolution), effective with the first retiree payroll occurring after *Alameda*, that is, as of the VCERA retiree payroll on August 31, 2020;
3. VCERA shall comply with *Alameda*’s directives regarding the Board’s lack of authority to include the *Alameda* Exclusions in compensation and compensation earnable. To the extent, in contravention of *Alameda*, VCERA currently includes any benefits that members may not receive in cash and therefore that are not “compensation” under Government Code section 31460 (e.g., all portions of Flex Credit that *may not be provided to members in cash* under a participating employer’s rules applicable during the pertinent time period) (“in-kind benefits” as described in *In re Retirement Cases* (2003) 110 Cal.App.4th 426), apply that directive to all retiree payroll for individuals who retire on or after July 30, 2020, when the Supreme Court overturned *Guelfi* footnote 6 and VCERA was thus on notice of that statement of law (including those who will retire on or after the date of this Resolution); provided, however, in light of pending litigation over the legality of certain “opt-out fees” currently required by the County of Ventura (“County”) (see *Sanders v. County of Ventura* (U.S.D.C., Central District of California, Case No. 2:19-cv-06370-MWF-E) (“*Sanders v. County* litigation)), implementation of this provision to Flex Credit will occur as described further in paragraphs 6 and 9 below.

4. With respect to overpayments that occurred prior to the August 31, 2020 payroll, VCERA shall not recoup those amounts related to PEPRA Exclusions from retirees unless directed to do so by the Internal Revenue Service and/or a final, non-appealable, order of a court of competent jurisdiction (any overpayments made on and after the August 31, 2020 payroll would be recouped).

5. VCERA shall make a corrective distribution (which may include interest) on the overpaid contributions reported on PEPRA Exclusions to retirees: (i) if such retirees were in active member service anytime on or after January 1, 2013; and (ii) to the extent the member's contributions exceed any retirement benefit payments that were based on the PEPRA Exclusions. In the event no contributions associated with the PEPRA Exclusions remain for a retiree, no corrective distribution of contributions shall be made.

6. Subject to a final court determination in *Sanders v. County*, or other determination acceptable to the VCERA Board, that opt-out fees are lawful such that those amounts (or mandatory minimum insurance coverage as discussed in paragraph 9 below, whichever is lower) constitute in-kind benefits to members because they may not be received in cash directly by the member ("Opt-Out Fee Legality Determination"), VCERA shall also make a corrective distribution (which may include interest) to active and deferred members of contributions that they made on in-kind benefits that constitute *Alameda* Exclusions (provided such members did not retire before July 30, 2020 and therefore will not have the *Alameda* Exclusions included in the calculation of their retirement allowances from VCERA).

7. VCERA shall make a corrective distribution (which may include interest) to active and deferred members for employee contributions reported and or associated with PEPRA Exclusions while in active service from January 1, 2013 through the date of implementation of the corrective distribution.

8. For clarification with respect to all corrective distributions provided for in this Resolution, to the extent a particular payment is permitted to be included in compensation earnable under section 31461 so long as the timing of the payment did not result in prohibited overpayments (e.g., "straddling" of years for leave cash outs, which is a "PEPRA Exclusion"), active member contributions will continue to be taken, and will not be refunded, on those leave cash outs because they properly contribute to the payment of the member's future VCERA retirement allowance's inclusion of leave cash outs in an amount that does not exceed that which may be earned and payable in each 12-month period during the final average compensation period, regardless of when reported or paid.

9. For clarification with respect to corrective actions regarding *Alameda* Exclusions (e.g., return of contributions, collection of future contributions and determination of compensation earnable for members who retire on or after July 30, 2020), VCERA will assume that the VCERA member maximizes his or her benefit that may be received in cash directly by the member. See generally, *Hittle v. Santa Barbara County Employees' Retirement System* (1985) 39 Cal.3d 374. Further, as provided in paragraphs 3 and 6 above, VCERA shall defer the return of contributions relating to *Alameda* Exclusions until an Opt-Out Fee Legality Determination. If *Sanders v. County* determines that such opt-out fees have not been lawful, then no return of contributions will be warranted for individuals as to whom the County applies

the conclusion in *Sanders*. Further, in that instance, retirement benefits of any members who retire on or after July 30, 2020 that do not include Flex Credit that was able to be received in cash (as determined by *Sanders*) will be trued up (with interest if applicable).

10. Any amounts that VCERA is unable to collect from VCERA's active, deferred, and retired members as a result of this corrective action shall be collected instead through participating employer payments on the unfunded actuarial liability in accordance with recommendations from VCERA's actuary.

11. Present impacted pay codes as soon as practicable to the Board to ratify exclusions from compensation earnable and pensionable compensation in compliance with *Alameda*, and communicate to VCERA participating employers that member contributions are no longer to be taken on such pay codes.

12. Provide members with an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours of members in the class or grade of the member). Gov. Code §31461(b)(3); see *Stevenson v. Board of Retirement of OCERS* (2010) 186 Cal.App.4th 498. Such appeals would occur under Code of Civil Procedure section 1085. *Shelden v. Marin Cty. Employees' Pet. Assn.* (2010) 189 Cal.App.4th 458.

13. Inform VCERA members of the foregoing actions through appropriate means; and

14. This resolution supersedes any previous resolutions for employer pay codes of employee compensation relating to compensation earnable and pensionable compensation to the extent they are inconsistent with the foregoing directives.

ADOPTED AND APPROVED by the Board of Retirement of the Ventura County Employees' Retirement Association on the 12th day of October 2020, with the exception of numbered paragraph 3, 6 and 9, the subjects of which will be addressed through an action for declaratory relief or other appropriate judicial resolution.


Arthur "Art" E. Goulet, Chair of the Board

EXHIBIT C

RESOLUTION OF THE BOARD OF RETIREMENT OF THE VENTURA
COUNTY EMPLOYEES' RETIREMENT ASSOCIATION TO IMPLEMENT
THE DECISION OF THE CALIFORNIA SUPREME COURT REGARDING
"COMPENSATION EARNABLE" AND "FINAL COMPENSATION"

WHEREAS, on August 14, 1997, the California Supreme Court, in the case of Ventura County Deputy Sheriff's Association v. Board of Retirement of Ventura County Retirement Association, held that with the exception of overtime pay, items of "compensation" paid in cash, even if not earned by all employees in the same grade or class, must be included in the "compensation earnable" and "final compensation" on which an employee's pension is based;

WHEREAS, the Board of Retirement desires to implement the decision of the Supreme Court by taking action to include within "compensation earnable" and "final compensation" specific cash payments made to employees not previously recognized as such; and

WHEREAS, the Board of Retirement desires to establish policies on issues not specifically addressed by the Supreme Court decision with regard to certain cash payments made to employees.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED AS FOLLOWS:

A. The previous measurement of "compensation earnable" as set forth in the various Resolutions adopted by the Board of Retirement, shall continue to apply.

B. The Board of Retirement hereby adopts the following additional items as "compensation earnable" and "final compensation" for retirement purposes to be added to base salary:

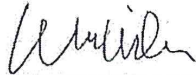
1. Bilingual Premium Pay.
2. Educational Incentive Pay (in addition to those educational incentive payments made to employees that were "grandfathered" by the resolution adopted by the Board of Retirement on September 25, 1989).
3. Uniform Maintenance Allowance.
4. Compensation for Scheduled Meal Periods.
5. Holiday Pay.
6. Motorcycle Patrol Bonus.
7. Field Training Officer Bonus.
8. Longevity Incentive Pay.
9. Annual Leave (Vacation) Redemption limited to Annual Leave actually redeemed by the Member during the normal course of active service, and within the 12 or 36 month period to be used for the measurement of final compensation, not to exceed the number of hours actually accrued by the member during such measurement period, reduced by the number of hours of annual leave the member was required to use in order to qualify to redeem annual leave.

10. Nurses Assignment Bonus.
11. Nurses Certificate Bonus.
12. Registered Nurses Weekends Worked.
13. Patrol Unit Weekends Worked.
14. Animal Regulation - Nights Worked.
15. Hazardous Incident Response Team.
16. Hazardous Incident Response Resource Pool.
17. Night Shift Swing.
18. Night Shift Graveyard.
19. Nurses Specialty Pay.
20. Mental Health Inpatient Assignment Differential.
21. Supervisor Incentive "A".
22. Standby Pay.
23. Mental Health Supervisor Pay.
24. Jail Cook Supervisor Pay.
25. Hazardous Materials Response Team.
26. Supervising Deputy Probation Officer.
27. Operating Principal Maintenance Engineer.
28. Safety Shoe Allowance (excluding Management).
29. Peace Officer Training.
30. Automobile Allowance (in addition to those automobile allowance payments included in prior resolutions adopted by the Board of Retirement).
31. Certified Psychiatrist Pay (in addition to those employees who were "grandfathered" by the resolution of the Board of Retirement adopted September 25, 1989).
32. Certified Psychologist Pay (in addition to those employees who were "grandfathered" by the resolution of the Board of Retirement adopted September 25, 1989).
33. Certified Public Accountant (in addition to those employees who were "grandfathered" by the resolution of the Board of Retirement adopted September 25, 1989).
34. Registered Engineer (in addition to those employees who were "grandfathered" by the resolution of the Board of Retirement adopted September 25, 1989).

- C. The Board of Retirement hereby formally adopts as its policy the exclusion from "compensation earnable" and "final compensation" of any lump sum payment made to a member as a result of their separation from service. Examples of such payments would be, but are not limited to, payment to any member upon separation from service of their accrued annual leave, vacation or sick leave balances.
- D. The Board of Retirement shall retain the right to make further determinations on the eligibility of any cash payments made to members as brought to the attention of the Board.
- E. The Board shall request the provisions of this resolution be implemented by the Ventura County Auditor-Controller effective with pay period 98-01, however, in doing so, the Board retains the right to make future determinations with respect to the retroactive collection of employer and employee retirement contributions.

- F. No retirement benefit shall be paid to a member if the amount of such benefit is in excess of Section 415 of the Internal Revenue Code.

ADOPTED, this 15th day of December 1997



WILLIAM W. WILSON, Vice-Chairman
Board of Retirement

EXHIBIT D



May 24, 2021

Board of Retirement
Ventura County Employees' Retirement Association
1190 South Victoria Avenue, Suite 200
Ventura, CA 93003

**SUBJECT: RATIFICATION OF PAY CODES IMPACTED BY THE OCTOBER 12, 2020, BOARD
RESOLUTION REGARDING ALAMEDA IMPLEMENTATION**

Dear Board Members:

On October 12, 2020, the Board of Retirement approved a Resolution regarding implementation of the Supreme Court's decision in the case of Alameda Deputy Sheriff's Association et al. v. Alameda County Employees' Retirement Association et al. ("*Alameda*") with regard to the inclusion/exclusion of pay items in compensation earnable (for legacy members) and pensionable compensation (for new members under PEPR, or "PEPR members"). Section 11 of that Resolution states,

"Present impacted pay codes as soon as practicable to the Board to ratify exclusions from compensation earnable and pensionable compensation in compliance with Alameda, and communicate to VCERA participating employers that member contributions are no longer to be taken on such pay codes."

Staff has reviewed all of the Memorandums of Agreement (MOAs) which describe the impacted pay items in order to understand the nature of each item, and if it is paid for services performed within or outside of normal working hours. Staff performed further investigations on payments for standby services outside of normal working hours that labor groups asserted should be included because such standby services were/are frequent and mandated. These were determined to be in excess of an employee's regular schedule (commonly referred to by the County as "standard schedule"), and thus excluded from compensation earnable, consistent with determinations made by other CERL systems and upheld in Alameda as well as in an earlier appellate court decision involving the Marin County Employees' Retirement Association.ⁱ For example, for an employee whose work schedule is Monday – Friday, 8 a.m. to 5 p.m., payments for an *additional* shift or for being called back into work outside of those hours, are not pensionable, regardless of whether the additional hours constitute overtime under FLSA.

Staff continues to review questions and scenarios submitted by labor groups as they are presented; Board ratification of pay codes in no way hinders members' or employers' rights to appeal compensation earnable and pensionable compensation determinations via a process to be set forth in an administrative appeals policy for adoption at an upcoming meeting.

The attached pay code document has 15 different tables, and the initial table index describes the various pay code categories, staff's analysis, and any employer programming changes required. In terms of analysis groups, they fall into one of the following:

Included: paid for services rendered during normal working hours/standard schedule.

Excluded: paid for services outside of normal working hours/standard schedule. Some were excluded before Alameda (Table 13), and others were included before *Alameda*, after which time the Auditor-Controller's office began excluding them (Table 14).

Situational: codes that are includable for normal working hours/standard hours, but not includable in excess of normal working hours.

NOTE: The need for programming changes required on these "situational" codes was identified only after the post-*Alameda* analyses of pay codes that were generally included for services within employees' standard schedules but that were also being reported as compensation earnable and/or pensionable compensation for hours worked outside of standard schedule.

The Auditor-Controller's office has not yet made any programming changes regarding the situational codes. However, our understanding is that the resources to complete the work have been approved and the programming will begin after this recommended code ratification.

Only after the Auditor-Controller completes the point-forward programming changes may staff begin retroactive corrections for impacted members and/or retirees.

VCERA staff extends thanks to Amy Herron, Chief Deputy, Auditor-Controller for her extensive help in the analysis and organization of the ratification pay code document.

Staff will review each category at the May 24, 2021, Board meeting, and answer any questions.

RECOMMENDATION: RATIFY ATTACHED PAY CODE LIST DOCUMENT AS PART OF, AND ADDENDUM TO, THE OCTOBER 12, 2020, RESOLUTION REGARDING ALAMEDA IMPLEMENTATION TO COMPENSATION EARNABLE AND PENSIONABLE COMPENSATION.

Sincerely,



Linda Webb
Retirement Administrator

ⁱ Alameda County Deputy Sheriff's Assn., et al. v. Alameda County Employees' Retirement Assn., et al. (2020) 9 Cal.5th 1032, 1103 ("Alameda") (rejected both the facial and "as applied" challenges to retirement systems' across-the-board exclusion of on-call/standby from retirement allowances of those retiring after the effective date of new subdivision (b)(3) of section 31461, which "excludes payments for 'additional services rendered outside of normal working hours,' from compensation earnable"); Marin Assn. of Pub. Employees v. Marin Cty. Employees' Retirement Assn. (2016) 2 Cal.App.5th 674, 680 (upheld retirement system's exclusion of all standby from compensation earnable under section 31461, subd. (b)(3)). Significantly, the court in Marin held "'the Legislature did not forbid the employer from providing the specified items to an employee as compensation, only the purely prospective inclusion of those items in the computation of the employee's pension.'" See generally City of Pleasanton vs. Board of Administration of the California Public Employees' Retirement System (2012) 211 Cal.App.4th 522 (upheld CalPERS' categorical exclusion from compensation earnable of on-call/standby pay based on the same statutory exclusion that is now in CERL).

Table	Code Category	Description	Compensation Earnable Analysis	Employer Adjustment
1	Base Pay Codes	Hourly codes currently limited to 80 hours per pay period (L80)	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours
2	Shift Differential Pay	Codes paid when employees work a night, PM, or weekend shift	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours and create new time reporting code (TRC) for employees to enter time outside of normal schedule
3	Assignment Pay	Codes paid when employees work a specific duty or assignment	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours and create new time reporting code (TRC) for employees to enter time outside of normal schedule
4	Retirement Salary Offsets (RSO)	Codes specifically created as salary offset to replace retirement pick-ups	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours
5	Incentive Codes: All Hours	Incentive Codes currently paid on "all hours worked"	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours
6	Incentive Codes (L80)	Incentive codes currently limited to 80 hours per pay period (L80)	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours
7	Incentives (Special Accumulators)	Incentive codes based on "special accumulators" driven by base pay	SITUATIONAL Included within Limits of Regular Schedule	Cap at Standard Hours
8	Incentives (Flat Amount)	Incentive codes paid as a flat amount	INCLUDED	No employer programming changes required.
9	Incentives (All Other)	Retroactive and Adjustment Codes	INCLUDED (within Limits of Regular Schedule)	No (additional) employer programming changes required.
10	Leave Redemptions	Codes used to process employee leave redemptions	INCLUDED (up to Limits of Govt. Code 31461(b)(2))	No employer programming changes required. (VCERA caps to limits of G.C. 31461(b)(2))
11	Scheduled Overtime	Codes used for FLSA Scheduled Overtime	INCLUDED (within Limits of Regular Schedule)	No employer programming changes required.
12	Periodic Pay Codes	Codes used for Periodic Payments	INCLUDED (if paid to all similarly-situated members <i>and</i> paid for service within Regular Schedule)	No employer programming changes required. VCERA reviews at retirement.
13	Excluded Codes	Broad range of codes universally excluded and remain unchanged	EXCLUDED (both before and after Alameda Decision)	No employer programming changes required
14	PEPRA Exclusions	Codes for pay types excluded by both the Alameda Decision and Board Resolution of October 12, 2020	EXCLUDED	Employer programming changes completed (effective dates vary)
15	Flex Credit Codes	Codes used for flexible benefit payments.	PENDING Further action pending resolution of Declaratory Relief (Staff & Counsel analysis: Excluded)	Pending

TABLE 1: BASE PAY CODES

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
1	COV	40H	40 HOUR WORK WEEK	SITUATIONAL	Cap at Standard Hours
1	COV	48A	PP 4850 ADJUSTMENT	SITUATIONAL	Cap at Standard Hours
1	COV	48H	4850 TIME SAFETY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	48S	4850 TIME SAFETY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	80H	Supplemental Sick Leave 80	SITUATIONAL	Cap at Standard Hours
1	COV	80S	Supplemental Sick Leave 80 S	SITUATIONAL	Cap at Standard Hours
1	COV	ADM	ADM-ADMINISTRATIVE LEAVE SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	BHH	BANK HOLIDAY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	BHS	BANK HOLIDAY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	BSH	BEREAVEMENT HOURLY FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	BSS	BEREAVEMENT SALARY FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	BVH	BEREAVEMENT HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	BVS	BEREAVEMENT SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	CTH	COMP TAKEN HOURLY FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	CTK	COMP TIME TAKEN	SITUATIONAL	Cap at Standard Hours
1	COV	CTS	COMP TIME TAKEN SALARY FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	DAT	DA ON-CALL FLEX TIME TAKEN	SITUATIONAL	Cap at Standard Hours
1	COV	EDS	EDUCATIONAL LEAVE SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	EDU	EDUCATIONAL LEAVE HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	FAJ	PP FURLOUGH ADJUSTMENTS	SITUATIONAL	Cap at Standard Hours
1	COV	FHH	FLOATING HOLIDAY NON FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	FLH	FLOATING HOLIDAY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	FLS	FLOATING HOLIDAY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	FSH	SICK - FAMILY SICK HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	FSS	SICK - FAMILY SICK SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	FUH	COURT FURLOUGH WITH PAY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	FUS	COURT FURLOUGH WITH PAY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	HOH	HOLIDAY TAKEN HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	HOL	HOLIDAY - HOURLY NON FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	HOS	HOLIDAY TAKEN SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	HW2	HOLIDAY WORKED SALARY_SHERIFF	SITUATIONAL	Cap at Standard Hours
1	COV	HWK	HOLIDAY WORKED 4 AND 2_SHERIFF 1.0	SITUATIONAL	Cap at Standard Hours
1	COV	HWN	HOLIDAY WORKED 1.5 NON-FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	HWO	HOLIDAY WORKED 1.5X	SITUATIONAL	Cap at Standard Hours
1	COV	HWS	HOLIDAY WORKED 1.0X	SITUATIONAL	Cap at Standard Hours
1	COV	IPH	INDUSTRIAL LEAVE HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	IPS	INDUSTRIAL LEAVE SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	JDH	JURY DUTY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	JDS	JURY DUTY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	JUR	JURY DUTY HOURLY NON FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	LPH	LEAVE WITH PAY HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	LPS	LEAVE WITH PAY SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	MLH	MILITARY LEAVE PAID HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	MLN	MILITARY LEAVE HOURLY NON FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	MLS	MILITARY LEAVE PAID SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	NDH	Natural Disaster Hrly NonFLSA	SITUATIONAL	Cap at Standard Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
1	COV	NDS	Natural Disaster Salary	SITUATIONAL	Cap at Standard Hours
1	COV	NHS	4850 NON TAX HOL TAKEN SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	NHT	4850 NON TAX HOLIDAY TAKEN	SITUATIONAL	Cap at Standard Hours
1	COV	PHO	PDP HOLIDAY WORKED 0.5	SITUATIONAL	Cap at Standard Hours
1	COV	PHS	PDP HOLIDAY WORKED 1.0	SITUATIONAL	Cap at Standard Hours
1	COV	PSH	SICK - PERSONAL SICK HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	PSS	SICK - PERSONAL SICK SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	R48	RETRO 4850 REG & HOL PAY	SITUATIONAL	Cap at Standard Hours
1	COV	RAJ	PP REGULAR EARNINGS ADJUSTMENT	SITUATIONAL	Cap at Standard Hours
1	COV	REG	REGULAR	SITUATIONAL	Cap at Standard Hours
1	COV	RHO	RETRO HOLIDAY OVERTIME 1.5X	SITUATIONAL	Cap at Standard Hours
1	COV	RHW	RETRO HOLIDAY PAY 1.0X	SITUATIONAL	Cap at Standard Hours
1	COV	RHX	RETRO HOLIDAY WORKED 1.5X	SITUATIONAL	Cap at Standard Hours
1	COV	RRP	RETRO REGULAR PAY	SITUATIONAL	Cap at Standard Hours
1	COV	RTC	RETRO COMP TIME TAKEN	SITUATIONAL	Cap at Standard Hours
1	COV	SBH	4850 SAFETY HOURLY PRE 7/01/02	SITUATIONAL	Cap at Standard Hours
1	COV	SBS	4850 SAFETY SALARY PRE 7/01/02	SITUATIONAL	Cap at Standard Hours
1	COV	SFH	FAMILY SICK- HOURLY NON FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	SPH	SICK- PERSONAL HOURLY NONFLSA	SITUATIONAL	Cap at Standard Hours
1	COV	TFH	Thomas Fire Hourly Non-FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	TFS	Thomas Fire Salary	SITUATIONAL	Cap at Standard Hours
1	COV	USB	UNION STEWARD BANK	SITUATIONAL	Cap at Standard Hours
1	COV	VAH	VACATION HOURLY	SITUATIONAL	Cap at Standard Hours
1	COV	VAS	VACATION SALARY	SITUATIONAL	Cap at Standard Hours
1	COV	VDH	COVID Hourly	SITUATIONAL	Cap at Standard Hours
1	COV	VDS	COVID Salary	SITUATIONAL	Cap at Standard Hours
1	COV	VFH	COURT VOLUNTARY FURLOUGH PAY	SITUATIONAL	Cap at Standard Hours
1	COV	VFJ	VOLUNTARY FURLOUGH ADJUSTMENT	SITUATIONAL	Cap at Standard Hours
1	COV	VFS	COURT VOLUNTARY FURLOUGH PAY	SITUATIONAL	Cap at Standard Hours
1	COV	VSH	VACATION HOURLY FLSA	SITUATIONAL	Cap at Standard Hours
1	COV	VSS	VACATION SALARY FLSA	SITUATIONAL	Cap at Standard Hours
1	VRSD	01CAL	(R) CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	01CMPT	(R) Comp Time Taken	SITUATIONAL	Cap at Standard Hours
1	VRSD	01HOUR	(R) REGULAR	SITUATIONAL	Cap at Standard Hours
1	VRSD	AUTHWP	(R) AUTHORIZED LEAVE W/PAY	SITUATIONAL	Cap at Standard Hours
1	VRSD	BEREAV	(R) BEREAVEMENT LEAVE	SITUATIONAL	Cap at Standard Hours
1	VRSD	CALUNS	Comprehensive Annual Leave not scheduled	SITUATIONAL	Cap at Standard Hours
1	VRSD	CAREL	CARES Family Leave	SITUATIONAL	Cap at Standard Hours
1	VRSD	CARES	CARES Sick Pers	SITUATIONAL	Cap at Standard Hours
1	VRSD	COVSPL	(R) COVID-19 Sup Pd leave 21	SITUATIONAL	Cap at Standard Hours
1	VRSD	FLOAT	(R) FLOATING HOL TAKEN	SITUATIONAL	Cap at Standard Hours
1	VRSD	FMLA-C	(R) FMLA CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	HOL	(R) HOLIDAY LEAVE	SITUATIONAL	Cap at Standard Hours
1	VRSD	HOLWKD	(R) HOLIDAY WORKED TIME	SITUATIONAL	Cap at Standard Hours
1	VRSD	IND24	(R) INDUSTRIAL-24 HOURS	SITUATIONAL	Cap at Standard Hours
1	VRSD	IND-C	(R) INDUSTRIAL CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	JURY	(R) JURY DUTY	SITUATIONAL	Cap at Standard Hours
1	VRSD	MED-C	(R) MEDICAL CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	MILIT	(R) MILITARY LEAVE	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-01CL	(A) RETRO-VACATION	SITUATIONAL	Cap at Standard Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
1	VRSD	R-01HR	(A) RETRO-REGULAR	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-ALWP	(A) RETRO-AUTHORIZED LEAVE W/PAY	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-BRV	R-BEREAV-(A) RETRO BEREAVEMENT LEAVE	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-CARE	Retro-CARES	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-CRL	(A) Retro-CAREL	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-CVSL	(A) Retro Covid-19 Supp Lv 21	SITUATIONAL	Cap at Standard Hours
1	VRSD	RETROR	(A) RETRO REGULAR	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-FLTT	(A) RETRO-FLOATING HOL TAKEN	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-FMLC	(A) RETRO-FMLA CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-HOL	(A) RETRO-HOLIDAY	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-HOLW	(A) RETRO-HOLIDAY WORKED TIME	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-IN24	(A) INDUSTRIAL-24 HOURS	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-INDC	(A) INDUSTRIAL CAL	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-JURY	(A) JURY DUTY	SITUATIONAL	Cap at Standard Hours
1	VRSD	R-MEDC	(A) RETRO MED-C	SITUATIONAL	Cap at Standard Hours

TABLE 2: SHIFT DIFFERENTIAL PAY

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
2	COV	NS1	NOCS - IUOE 7.5%	SITUATIONAL	Cap at Standard Hours*
2	COV	NS2	NOCS - 10%	SITUATIONAL	Cap at Standard Hours*
2	COV	NS3	NOCS - HOSPITAL 15% - CNA	SITUATIONAL	Cap at Standard Hours*
2	COV	NS4	NOCS - 10% - ADDL PAY	SITUATIONAL	Cap at Standard Hours*
2	COV	NS5	NOCS-12.5% SPOAVC	SITUATIONAL	Cap at Standard Hours*
2	COV	PM1	NIGHT SHIFT - MGMT & CJAAVC	SITUATIONAL	Cap at Standard Hours*
2	COV	PM2	P.M. SHIFT - 5%	SITUATIONAL	Cap at Standard Hours*
2	COV	PM3	P.M. SHIFT - HOSPITAL 7.5%	SITUATIONAL	Cap at Standard Hours*
2	COV	WKD	WEEKEND WORKED-CNA	SITUATIONAL	Cap at Standard Hours*
2	COV	WKM	Weekend Worked MGMT	SITUATIONAL	Cap at Standard Hours*
2	COV	WKS	WEEKEND WORKED SEIU	SITUATIONAL	Cap at Standard Hours*
2	COV	WKV	WEEKEND WORKED-VCPPOA	SITUATIONAL	Cap at Standard Hours*

Also, create new time reporting code (TRC) for employees to enter time outside of normal schedule*TABLE 3: ASSIGNMENT PAY**

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
3	COV	ANM	ANIMAL REGULATION DIFFERENTIAL	SITUATIONAL	Cap at Standard Hours*
3	COV	ASN	ASSIGNMENT BONUS - NURSES	SITUATIONAL	Cap at Standard Hours*
3	COV	CRN	TRUCK CRANE ASSIGNMENT PAY	SITUATIONAL	Cap at Standard Hours*
3	COV	DFT	FLOAT NURSE PREMIUM PAY	SITUATIONAL	Cap at Standard Hours*
3	COV	DTN	DISPATCHER TRAINING BONUS	SITUATIONAL	Cap at Standard Hours*
3	COV	EAT	SHERIFF MEAL PAY 4/2 SCHEDULE	SITUATIONAL	Cap at Standard Hours*
3	COV	FPA	Fire Pumps & Accessories 1.5%	SITUATIONAL	Cap at Standard Hours*
3	COV	FTO	FIELD TRAINING OFFICER BONUS	SITUATIONAL	Cap at Standard Hours*
3	COV	HPP	HIRT POOL PREMIUM PAY VCPFA	SITUATIONAL	Cap at Standard Hours*

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
3	COV	HSP	HOUSE SUPERVISOR PAY VCMC	SITUATIONAL	Cap at Standard Hours*
3	COV	ICD	Inter-Campus Drift Premium	SITUATIONAL	Cap at Standard Hours*
3	COV	LDT	LEAD DISASTER BEHAVIORAL HLTH	SITUATIONAL	Cap at Standard Hours*
3	COV	MHD	MH INPATIENT DIFFERENTIAL IUOE	SITUATIONAL	Cap at Standard Hours*
3	COV	NSM	NURSE SPECIALTY PAY - MGMT	SITUATIONAL	Cap at Standard Hours*
3	COV	PCN	PSYCH CHARGE NURSE VCMC	SITUATIONAL	Cap at Standard Hours*
3	COV	PCP	Charge Nurse Patient Premium	SITUATIONAL	Cap at Standard Hours*
3	COV	PRC	PRECEPTOR PAY RN VCMC	SITUATIONAL	Cap at Standard Hours*
3	COV	TAP	TEMPORARY ASSIGNMENT PREMIUM	SITUATIONAL	Cap at Standard Hours*
3	COV	TPA	TEMPORARY ASSIGNMENT PREMIUM	SITUATIONAL	Cap at Standard Hours*
3	COV	TWR	RADIO TOWER PREMIUM - IUOE	SITUATIONAL	Cap at Standard Hours*
3	COV	WCP	WATCH COMMANDER PREMIUM 5%	SITUATIONAL	Cap at Standard Hours*
3	VRSD	CLASS	(R) OUT OF CLASS	SITUATIONAL	Cap at Standard Hours*
3	VRSD	R-CLS	(A) RETRO-OUT OF CLASS	SITUATIONAL	Cap at Standard Hours*

*Also, create new time reporting code (TRC) for employees to enter time outside of normal schedule

TABLE 4: RETIREMENT SALARY OFFSETS

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
4	COV	Y01	TIER 1 RETIREMENT OFFSET 1	SITUATIONAL	Cap at Standard Hours
4	COV	Y02	TIER 1 RETIREMENT OFFSET 2	SITUATIONAL	Cap at Standard Hours
4	COV	Y03	TIER 1 RETIREMENT OFFSET 3	SITUATIONAL	Cap at Standard Hours
4	COV	Y04	TIER 1 RETIREMENT OFFSET 4	SITUATIONAL	Cap at Standard Hours
4	COV	Y05	TIER 1 RETIREMENT OFFSET 5	SITUATIONAL	Cap at Standard Hours
4	COV	Y06	TIER 1 RETIREMENT OFFSET 6	SITUATIONAL	Cap at Standard Hours
4	COV	Y07	TIER 1 RETIREMENT OFFSET 7	SITUATIONAL	Cap at Standard Hours
4	COV	Y08	TIER 1 RETIREMENT OFFSET 8	SITUATIONAL	Cap at Standard Hours
4	COV	Y09	TIER 1 RETIREMENT OFFSET 9	SITUATIONAL	Cap at Standard Hours
4	COV	Y10	TIER 1 RETIREMENT OFFSET 10	SITUATIONAL	Cap at Standard Hours
4	COV	Y11	TIER 1 RETIREMENT OFFSET 11	SITUATIONAL	Cap at Standard Hours
4	COV	Y12	TIER 1 RETIREMENT OFFSET 12	SITUATIONAL	Cap at Standard Hours
4	COV	Y13	TIER 1 ASSIGN AGE SEIU 1	SITUATIONAL	Cap at Standard Hours
4	COV	Y14	TIER 1 ASSIGN AGE SEIU 2	SITUATIONAL	Cap at Standard Hours
4	COV	Y15	TIER 1 ASSIGN AGE MGMT	SITUATIONAL	Cap at Standard Hours
4	COV	Y16	RETIREMENT SUPP (RSO)	SITUATIONAL	Cap at Standard Hours
4	COV	Y17	RETIREMENT SUPP (RSO) TIER 1	SITUATIONAL	Cap at Standard Hours
4	COV	Y18	RETIREMENT OFFSET SPEC CONTRIB	SITUATIONAL	Cap at Standard Hours

TABLE 5: INCENTIVE CODES (ALL HOURS)

Included in Compensation Earnable, Capped at Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
5	COV	ARP	ARMED PREMIUM VCPPOA PVP 8.5%	SITUATIONAL	Cap at Standard Hours
5	COV	B1A	BILINGUAL LEVEL 1 - CNA	SITUATIONAL	Cap at Standard Hours
5	COV	B2A	BILINGUAL LEVEL 2 - CNA	SITUATIONAL	Cap at Standard Hours
5	COV	B3A	BILINGUAL LEVEL 3 - CNA	SITUATIONAL	Cap at Standard Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
5	COV	JCP	Jail Cook Premium 5%	SITUATIONAL	Cap at Standard Hours
5	COV	MED	MEDI PICK-UP	SITUATIONAL	Cap at Standard Hours
5	COV	MIC	Mobile Intensive Care Cert	SITUATIONAL	Cap at Standard Hours
5	COV	NB1	NURSES CERTIFICATION BONUS 1	SITUATIONAL	Cap at Standard Hours
5	COV	NB2	NURSES CERTIFICATION BONUS 2	SITUATIONAL	Cap at Standard Hours
5	COV	NB3	NURSES CERTIFICATION BONUS 3	SITUATIONAL	Cap at Standard Hours
5	COV	NB4	NURSES CERTIFICATION BONUS 4	SITUATIONAL	Cap at Standard Hours
5	COV	NB5	NURSES CERTIFICATION BONUS 5	SITUATIONAL	Cap at Standard Hours
5	COV	PM4	P.M. SHIFT - 5% - ADDL PAY	SITUATIONAL	Cap at Standard Hours

TABLE 6: INCENTIVE CODES (L80)

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
6	COV	301	30 YR RETIREMENT INCENTIVE 1%	SITUATIONAL	Cap at Standard Hours
6	COV	30C	30YEAR RETIREMENT CJA AVC	SITUATIONAL	Cap at Standard Hours
6	COV	30S	30 YEAR RETIREMENT INC VCDSA	SITUATIONAL	Cap at Standard Hours
6	COV	30V	30 YR RETIREMENT INCENTIVE 1%	SITUATIONAL	Cap at Standard Hours
6	COV	30X	30 YEAR RETIREMENT COURTS MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	AD1	ASSOCIATES DEGREE - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	AD2	ASSOCIATES DEGREE	SITUATIONAL	Cap at Standard Hours
6	COV	ADH	ACTING DEPARTMENT HEAD PAY	SITUATIONAL	Cap at Standard Hours
6	COV	AGR	Agricultural Commissioner Lic	SITUATIONAL	Cap at Standard Hours
6	COV	APC	ADVANCED POST CERT SGT	SITUATIONAL	Cap at Standard Hours
6	COV	APD	ADVANCED POST CERT DEPUTY	SITUATIONAL	Cap at Standard Hours
6	COV	ARU	ARMED UNIT PREMIUM	SITUATIONAL	Cap at Standard Hours
6	COV	AS1	ASE/CFMA CERT LEVEL I IUOE	SITUATIONAL	Cap at Standard Hours
6	COV	AS2	ASE/CFMA CERT LEVEL II IUOE	SITUATIONAL	Cap at Standard Hours
6	COV	AS3	ASE/CFMA CERT LEVEL III IUOE	SITUATIONAL	Cap at Standard Hours
6	COV	ASD	ADVANCED POST CERT SR. DEPUTY	SITUATIONAL	Cap at Standard Hours
6	COV	ASR	SHERIFF RECORDS ASSIGNMENT PAY	SITUATIONAL	Cap at Standard Hours
6	COV	B1B	BILINGUAL LEVEL 1 - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	B1C	BILINGUAL LEVEL 1	SITUATIONAL	Cap at Standard Hours
6	COV	B1S	BILINGUAL LEVEL 1 - VCDSA	SITUATIONAL	Cap at Standard Hours
6	COV	B2B	BILINGUAL LEVEL 2 - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	B2C	BILINGUAL LEVEL 2	SITUATIONAL	Cap at Standard Hours
6	COV	B2P	BILINGUAL LEVEL 2 - PVP	SITUATIONAL	Cap at Standard Hours
6	COV	B2S	BILINGUAL LEVE 2 - VCDSA	SITUATIONAL	Cap at Standard Hours
6	COV	B3B	BILINGUAL LEVEL 3 - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	B3C	BILINGUAL LEVEL 3	SITUATIONAL	Cap at Standard Hours
6	COV	B3D	BILINGUAL LEVEL 3 \$1.10	SITUATIONAL	Cap at Standard Hours
6	COV	B3P	BILINGUAL LEVEL 3 - PVP	SITUATIONAL	Cap at Standard Hours
6	COV	B3S	BILINGUAL LEVEL 3 - VCDSA	SITUATIONAL	Cap at Standard Hours
6	COV	BD1	BACHELORS DEGREE - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	BD2	BACHELORS DEGREE	SITUATIONAL	Cap at Standard Hours
6	COV	BIL	BILINGUAL PAY -VCPFA 80	SITUATIONAL	Cap at Standard Hours
6	COV	BMB	BOMB SQUAD BONUS	SITUATIONAL	Cap at Standard Hours
6	COV	CAM	CERT PUBLIC ACCOUNTANT MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	CEB	VCERA CEBS CERTIFICATION	SITUATIONAL	Cap at Standard Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
6	COV	CFA	VCERA CFA CERTIFICATION	SITUATIONAL	Cap at Standard Hours
6	COV	CPA	CERTIFIED PUBLIC ACCOUNTANT	SITUATIONAL	Cap at Standard Hours
6	COV	CPI	CERTIFIED PSYCHOLOGIST - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	CPM	CERTIFIED PSYCHIATRIST - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	CPY	CERTIFIED PSYCHIATRIST - SEIU	SITUATIONAL	Cap at Standard Hours
6	COV	CRR	CERTIFIED REALTIME REPORTERS	SITUATIONAL	Cap at Standard Hours
6	COV	EMD	EMERGENCY MEDICAL DISPATCH	SITUATIONAL	Cap at Standard Hours
6	COV	GD1	GRADUATE DEGREE - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	GD2	GRADUATE DEGREE	SITUATIONAL	Cap at Standard Hours
6	COV	HAZ	HAZARD MATERIAL RESPONSE TEAM	SITUATIONAL	Cap at Standard Hours
6	COV	HFP	HCA FISCAL PREMIUM PAY VCMC	SITUATIONAL	Cap at Standard Hours
6	COV	HMT	HELICOPTER MAINT CERTIFICATION	SITUATIONAL	Cap at Standard Hours
6	COV	IAD	INPATIENT ASSIGN DIFFERENTIAL	SITUATIONAL	Cap at Standard Hours
6	COV	IC1	Int'l Code Council Certs-1	SITUATIONAL	Cap at Standard Hours
6	COV	IC2	Int'l Code Council Certs-2	SITUATIONAL	Cap at Standard Hours
6	COV	IC3	Int'l Code Council Certs-3	SITUATIONAL	Cap at Standard Hours
6	COV	IC4	Int'l Code Council Certs-4	SITUATIONAL	Cap at Standard Hours
6	COV	IPC	INTERMEDIATE POST CERT SGT	SITUATIONAL	Cap at Standard Hours
6	COV	IPD	INTERMEDIATE POST CERT DEPUTY	SITUATIONAL	Cap at Standard Hours
6	COV	ISD	INTERMEDIATE POST CERT SR. DEP	SITUATIONAL	Cap at Standard Hours
6	COV	IUC	IUOE QUALIFIED CERT 5%	SITUATIONAL	Cap at Standard Hours
6	COV	L07	LONGEVITY CNA 7 YEARS	SITUATIONAL	Cap at Standard Hours
6	COV	L12	LONGEVITY CNA 12 YEARS	SITUATIONAL	Cap at Standard Hours
6	COV	L17	LONGEVITY CNA 17 YEARS	SITUATIONAL	Cap at Standard Hours
6	COV	LMH	LICENSED MENTAL HEALTH ASSOC	SITUATIONAL	Cap at Standard Hours
6	COV	LPE	Licensed Professional Engineer	SITUATIONAL	Cap at Standard Hours
6	COV	MA1	CFMA CERT LEVEL II IUOE	SITUATIONAL	Cap at Standard Hours
6	COV	MA2	CFMA CERT LEVEL IV IUOE	SITUATIONAL	Cap at Standard Hours
6	COV	MC1	MGMT CERTIFICATION PAY - NURSE1	SITUATIONAL	Cap at Standard Hours
6	COV	MC2	MGMT CERTIFICATION PAY - NURSE2	SITUATIONAL	Cap at Standard Hours
6	COV	MC3	MGMT CERTIFICATION PAY - NURSE3	SITUATIONAL	Cap at Standard Hours
6	COV	MC4	MGMT CERTIFICATION PAY - NURSE4	SITUATIONAL	Cap at Standard Hours
6	COV	MC5	MGMT CERTIFICATION PAY - NURSE5	SITUATIONAL	Cap at Standard Hours
6	COV	ME1	HOSPITAL MAINT ENG CSHE MECH	SITUATIONAL	Cap at Standard Hours
6	COV	ME2	SENIOR CSHE MECH HOS MAINT ENG	SITUATIONAL	Cap at Standard Hours
6	COV	NAA	NURSES ED INCENTIVE AA/AS/RN	SITUATIONAL	Cap at Standard Hours
6	COV	NCR	NON -CERTIFIED REALTIME REPORTR	SITUATIONAL	Cap at Standard Hours
6	COV	PHN	PUBLIC HEALTH NURSE CERT PREM	SITUATIONAL	Cap at Standard Hours
6	COV	PPA	PARAMEDIC PREMIUM PAY LEVEL I	SITUATIONAL	Cap at Standard Hours
6	COV	PPF	Paramedic Prem Fire Engineers	SITUATIONAL	Cap at Standard Hours
6	COV	PSD	POST- PUBLIC SAFETY DISPATCHER	SITUATIONAL	Cap at Standard Hours
6	COV	R30	30-YEAR RETIREMENT INCENTIVE	SITUATIONAL	Cap at Standard Hours
6	COV	REM	REGISTERED ENGINEER - MGMT	SITUATIONAL	Cap at Standard Hours
6	COV	RES	REGISTERED ENGINEER - SEIU	SITUATIONAL	Cap at Standard Hours
6	COV	SAA	SHERIFF/FIRE MGMT ED INC AA/AS	SITUATIONAL	Cap at Standard Hours
6	COV	SAP	SHERIFFS ASSIGNMENT PAY	SITUATIONAL	Cap at Standard Hours
6	COV	SBA	SHERIFF/FIRE MGMT ED INC BA/BS	SITUATIONAL	Cap at Standard Hours
6	COV	SBI	POST- SPECIALIZED BASIC INVEST	SITUATIONAL	Cap at Standard Hours
6	COV	SIP	SHERIFFS INVESTIGATION PAY	SITUATIONAL	Cap at Standard Hours
6	COV	SMA	SHERIFF/FIRE MGMT ED INC GRAD	SITUATIONAL	Cap at Standard Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
6	COV	SPB	SHERIFF PATROL BONUS	SITUATIONAL	Cap at Standard Hours
6	COV	SPD	STAFF PAY DIFFERENTIAL - VCPFA	SITUATIONAL	Cap at Standard Hours
6	COV	SPF	STAFF PAY DIFF - MT BAT CHIEFS	SITUATIONAL	Cap at Standard Hours
6	COV	SPM	STAFF PAY DIFFERENTIAL - MT	SITUATIONAL	Cap at Standard Hours
6	COV	SPO	SUPERV DEPUTY PROBATIONOFFICER	SITUATIONAL	Cap at Standard Hours
6	COV	TC1	Therapist Cert Pay 1 SEIU 626	SITUATIONAL	Cap at Standard Hours
6	COV	TC2	Therapist Cert Pay 2 SEIU 626	SITUATIONAL	Cap at Standard Hours
6	COV	TC3	Therapist Cert Pay 3 SEIU 626	SITUATIONAL	Cap at Standard Hours
6	COV	TJH	TJH-Todd Road Jail Health Prg Unit	SITUATIONAL	Cap at Standard Hours
6	COV	TSC	SUPPLEMENTAL COMP ATTORNEY	SITUATIONAL	Cap at Standard Hours
6	COV	UST	UNDERGROUND STORAGE TANK CERT	SITUATIONAL	Cap at Standard Hours
6	COV	VET	ACCREDITED VETERINARIAN	SITUATIONAL	Cap at Standard Hours

TABLE 7: INCENTIVES (SPECIAL ACCUMULATORS)
Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
7	COV	30T	30 YEAR RETIREMENT INC 4/2	SITUATIONAL	Cap at Standard Hours
7	COV	AD3	ASSOCIATES DEGREE VCPFA LINE	SITUATIONAL	Cap at Standard Hours
7	COV	AD4	ASSOCIATES - LINE BATT CHIEFS	SITUATIONAL	Cap at Standard Hours
7	COV	AD5	AA DEGREE SHF 4/2	SITUATIONAL	Cap at Standard Hours
7	COV	BD3	BACHELORS DEGREE VCPFA LINE	SITUATIONAL	Cap at Standard Hours
7	COV	BD4	BACHELORS - LINE BATT CHIEFS	SITUATIONAL	Cap at Standard Hours
7	COV	BD5	BACHELORSS DEGREE SHF 4/2	SITUATIONAL	Cap at Standard Hours
7	COV	F30	30-YEAR RETIREMENT VCPFA LINE	SITUATIONAL	Cap at Standard Hours
7	COV	F32	30-YEAR RETIREMENT VCPFA STAFF	SITUATIONAL	Cap at Standard Hours
7	COV	GD3	GRADUATE DEGREE VCPFA LINE	SITUATIONAL	Cap at Standard Hours
7	COV	GD4	GRADUATE DEG LINE BATT CHIEFS	SITUATIONAL	Cap at Standard Hours
7	COV	GD5	GRADUATE DEGREE SHF 4/2	SITUATIONAL	Cap at Standard Hours
7	COV	PAL	PARAMEDIC LEVEL I VCPFA LINE	SITUATIONAL	Cap at Standard Hours
7	COV	PFL	Paramedic Fire Engineer Line	SITUATIONAL	Cap at Standard Hours

TABLE 8: INCENTIVES (FLAT AMOUNT)
Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
8	COV	42B	4/2 BILINGUAL LEVEL 2	INCLUDED	N/A
8	COV	42P	4/2 SHERIFF PATROL BONUS	INCLUDED	N/A
8	COV	AAC	ADVANCED APPRAISER CERT	INCLUDED	N/A
8	COV	AP1	4/2 SHERIFF ADVANCED POST-SGT	INCLUDED	N/A
8	COV	AP2	4/2 SHERIFF ADVANCE POST-DEP	INCLUDED	N/A
8	COV	AP3	4/2 SHERIFF ADV POST-S DEP-	INCLUDED	N/A
8	COV	ARM	ANIMAL RANGE MASTER (FIC)	INCLUDED	N/A
8	COV	BPF	BILINGUAL PAY VCPFA LINE	INCLUDED	N/A
8	COV	EMP	BATTALION CHIEFS EMT PREM PAY	INCLUDED	N/A
8	COV	EMT	EMT PREMIUM PAY	INCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
8	COV	F01	ED INC AA FIRE CAPTAIN	INCLUDED	N/A
8	COV	F02	ED INC AA FIRE CREW SUPERVISOR	INCLUDED	N/A
8	COV	F03	ED INC AA FIRE ENGINEER	INCLUDED	N/A
8	COV	F04	ED INC AA FIREFIGHTER	INCLUDED	N/A
8	COV	F05	ED INC AA FIRE EQUIPMENT OPER	INCLUDED	N/A
8	COV	F06	ED INC AA FIRE INSPECTOR	INCLUDED	N/A
8	COV	F07	ED INC AA FIRE INVESTIGTN SPEC	INCLUDED	N/A
8	COV	F08	ED INC AA FIRE PREVENTION OFF	INCLUDED	N/A
8	COV	F09	ED INC AA FIRE SPECIALIST	INCLUDED	N/A
8	COV	F10	ED INC AA FIRE SYSTEM ENGINEER	INCLUDED	N/A
8	COV	F11	ED INC AA HAZMAT SPECIALIST	INCLUDED	N/A
8	COV	F12	ED INC AA SR FIRE INSPECTOR	INCLUDED	N/A
8	COV	F13	ED INC AA WILDLAND FIRE OFF	INCLUDED	N/A
8	COV	F14	ED INC AA FIRE PREVEN III <94	INCLUDED	N/A
8	COV	F15	ED INC BA FIRE CAPTAIN	INCLUDED	N/A
8	COV	F16	ED INC BA FIRE CREW SUPERVISOR	INCLUDED	N/A
8	COV	F17	ED INC BA FIRE ENGINEER	INCLUDED	N/A
8	COV	F18	ED INC BA FIREFIGHTER	INCLUDED	N/A
8	COV	F19	ED INC BA FIRE EQUIPMENT OPER	INCLUDED	N/A
8	COV	F20	ED INC BA FIRE INSPECTOR	INCLUDED	N/A
8	COV	F21	ED INC BA FIRE INVESTIGTN SPEC	INCLUDED	N/A
8	COV	F22	ED INC BA FIRE PREVENTION OFF	INCLUDED	N/A
8	COV	F23	ED INC BA FIRE SPECIALIST	INCLUDED	N/A
8	COV	F24	ED INC BA FIRE SYSTEM ENGINEER	INCLUDED	N/A
8	COV	F25	ED INC BA HAZMAT SPECIALIST	INCLUDED	N/A
8	COV	F26	ED INC BA SR FIRE INSPECTOR	INCLUDED	N/A
8	COV	F27	ED INC BA WILDLAND FIRE OFF	INCLUDED	N/A
8	COV	F28	ED INC BA FIRE PREVEN II <94	INCLUDED	N/A
8	COV	FM1	FIRE SCIENCE 1 - BC	INCLUDED	N/A
8	COV	FM2	FIRE SCIENCE 2 - BC	INCLUDED	N/A
8	COV	FM3	FIRE SCIENCE 3 - BC	INCLUDED	N/A
8	COV	FS1	FIRE SCIENCE 1 - VCPFA	INCLUDED	N/A
8	COV	FS2	FIRE SCIENCE 2 - VCPFA	INCLUDED	N/A
8	COV	FS3	FIRE SCIENCE 3 - VCPFA	INCLUDED	N/A
8	COV	HMD	Hospital Maint Prem Pay	INCLUDED	N/A
8	COV	HPS	HIRT PREMIUM PAY VCPFA	INCLUDED	N/A
8	COV	IP1	4/2 SHERIFF INTERM POST-SGT	INCLUDED	N/A
8	COV	IP2	4/2 SHERIFF INTERM POST-DEP	INCLUDED	N/A
8	COV	IP3	4/2 SHERIFF INTERM POST-S DEP	INCLUDED	N/A
8	COV	MTR	MOTORCYCLE BONUS	INCLUDED	N/A
8	COV	NRA	NURSES RETENTION PREM ADJ	INCLUDED	N/A
8	COV	NRP	NURSES RETENTION PREMIUM	INCLUDED	N/A
8	COV	PPC	PARAMEDIC PREMIUM PAY LEVEL II	INCLUDED	N/A
8	COV	PPP	PARAMEDIC PREMIUM PAY LEVEL P	INCLUDED	N/A
8	COV	PTS	P.O.S.T. CERTIFICATE SPOAVC	INCLUDED	N/A
8	COV	USR	Urban Search & Rescue Premium	INCLUDED	N/A

TABLE 9: ALL OTHER INCENTIVES

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
9	COV	30M	30 YEAR RETIREMENT INC MGMT	INCLUDED	N/A
9	COV	30R	30 YEAR RETIREMENT MGMT SAFETY	INCLUDED	N/A
9	COV	F31	30-YEAR RET MGMT FIRE-LINE	INCLUDED	N/A
9	COV	IAM	PP INCENTIVES ADJ MGMT/CJ	INCLUDED	N/A
9	COV	IAR	PP INCENTIVES ADJUSTMENT (R1)	INCLUDED	N/A
9	COV	NSP	NURSE SPECIALTY PAY	INCLUDED	N/A
9	COV	RF1	RETRO INCENTIVE PAY VCPFA FF1	INCLUDED	N/A
9	COV	RF2	RETRO INCENTIVE PAY VCPFA FF2	INCLUDED	N/A
9	COV	RIM	RETRO INCENTIVES MANAGEMENT	INCLUDED	N/A
9	COV	RIP	RETRO INCENTIVES	INCLUDED	N/A
9	COV	RIS	RETRO INCENTIVES SAFETY	INCLUDED	N/A
9	COV	RXM	RETRO XTRA INCENTIVE MANAGEMENT	INCLUDED	N/A
9	COV	RXP	RETRO XTRA INCENTIVES	INCLUDED	N/A
9	COV	RXS	RETRO XTRA INCENTIVES SAFETY	INCLUDED	N/A

TABLE 10: LEAVE REDEMPTIONS

Included in Compensation Earnable to Limits of G.C. 31461

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
10	COV	RBD	RETRO SICK & VAC BUYDOWN	INCLUDED	N/A*
10	COV	RSP	RETRO SICK PAYDOWN	INCLUDED	N/A*
10	COV	SLP	SICK LEAVE PAYDOWN 25%	INCLUDED	N/A*
10	COV	SVB	VACATION BUYDOWN - VCDISA	INCLUDED	N/A*
10	COV	VAB	VACATION BUYDOWN (GROSSUP)	INCLUDED	N/A*
10	COV	VBD	VACATION BUYDOWN	INCLUDED	N/A*
10	COV	VMB	VACATION MGT BUYDOWN	INCLUDED	N/A*
10	COV	VPD	VACATION PAYDOWN - VCPFA	INCLUDED	N/A*
10	VRSD	R-VACB	R-VACB R-VACBUY - (A) CAL BUY OUT	INCLUDED	N/A*
10	VRSD	VACBUY	(R) CAL BUY OUT	INCLUDED	N/A*

*VCERA caps to limits of G.C. 31461(b)(2)

TABLE 11: SCHEDULED OVERTIME

Included in Compensation Earnable, Limited to Regular Schedule

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
11	COV	N12	4850 27-DAY FLSA PREMIUM >7/02	INCLUDED	N/A
11	COV	N4H	4850 NON-TAX 4 HR OT	INCLUDED	N/A
11	COV	NBO	4850 BEFORE JULY 2002 4HR OT	INCLUDED	N/A
11	COV	NFO	4850 27-DAY FLSA PREMIUM <7/02	INCLUDED	N/A
11	COV	O4S	SCHEDULED OT RETIREMENT SST	INCLUDED	N/A
11	COV	OT4	SCHEDULED OVERTIME RETIREMENT	INCLUDED	N/A
11	COV	OTH	27-DAY FLSA OVERTIME PREMIUM	INCLUDED	N/A
11	COV	OTR	VCPFA SCHEDULED OT RETIREMENT	INCLUDED	N/A
11	COV	R12	Retro 4850 27 Day Premium (no tax)	INCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
11	COV	R4H	RETRO 4850 NON-TAX 4 HR OT	INCLUDED	N/A
11	COV	ROS	RETRO OVERTIME SAFETY	INCLUDED	N/A
11	COV	RT4	RETRO SCHEDULED OT VCSCOA	INCLUDED	N/A
11	COV	SCO	SCHEDULED OVERTIME	INCLUDED	N/A

TABLE 12: PERIODIC PAY CODES

Included in Compensation Earnable if Paid to Similarly-Situated Members
& Within Normal Working Hours

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
12	COV	AUT	AUTO ALLOWANCE	INCLUDED	N/A*
12	COV	MSC	OTHER COMPENSATION	INCLUDED	N/A*
12	COV	RMA	RISK MANAGEMENT ADJUSTMENT	INCLUDED	N/A*
12	COV	UFM	UNIFORM ALLOWANCE	INCLUDED	N/A*
12	VRSD	CREMUN	(R) CASH REMUNERATION	INCLUDED	N/A*
12	VRSD	R-CRMN	(A) RETRO-CASH REMUNERATION	INCLUDED	N/A*

* VCERA reviews at retirement.

**TABLE 13: EXCLUDED PAY CODES
(Both Before & After Alameda)**

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
13	COV	\$AC	ALL ERN CODES -EARNINGS CODES - SYSTEM CDN	EXCLUDED	N/A
13	COV	\$NA	\$ RETRO N/A - RETRO PLACE HOLDER - N	EXCLUDED	N/A
13	COV	48X	4850 TAXABLE ADJUSTMENT	EXCLUDED	N/A
13	COV	80J	PP Supplemental Sick Lv ADJ	EXCLUDED	N/A
13	COV	A48	PP 4850 HOURS ONLY ADJUSTMENT	EXCLUDED	N/A
13	COV	ADP	ADVANCED DISABILITY PENSION	EXCLUDED	N/A
13	COV	AUN	AUTO ALLOWANCE NO PAY	EXCLUDED	N/A
13	COV	BDP	Bachelor Degree Per Diem CNA	EXCLUDED	N/A
13	COV	BHA	BANK HOLIDAY ADJUSTMENT	EXCLUDED	N/A
13	COV	BHI	BEHAVIORAL HEALTH INTERN DIFF	EXCLUDED	N/A
13	COV	BOT	Batt Chief Overtime 1.5	EXCLUDED	N/A
13	COV	C15	COURT TIME 1.5X	EXCLUDED	N/A
13	COV	CAP	COMP TIME AUTOMATIC PAYDOWN	EXCLUDED	N/A
13	COV	CBA	COMP BALANCE ADJUSTMENT	EXCLUDED	N/A
13	COV	CBC	CALL BACK CONTRACT OVERTIME	EXCLUDED	N/A
13	COV	CBO	CALL BACK OVERTIME 1.5X	EXCLUDED	N/A
13	COV	CBP	COMP BALANCE PAYOFF TERM	EXCLUDED	N/A
13	COV	CEO	COMP TIME EARNED	EXCLUDED	N/A
13	COV	CFO	FLSA- COMP TIME FLSA CASH PAY	EXCLUDED	N/A
13	COV	CNV	CONVERSION BALANCES	EXCLUDED	N/A
13	COV	COF	CALL BACK OVERTIME FCW	EXCLUDED	N/A
13	COV	COS	CONTRACT STRAIGHT TIME OVERTIM	EXCLUDED	N/A
13	COV	COT	CONTRACT OVERTIME	EXCLUDED	N/A
13	COV	CPO	COMP TIME CASHOUT	EXCLUDED	N/A
13	COV	CRH	PP CNA CALL BACK HRS RET ADJ	EXCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
13	COV	DAF	DA ON-CALL FLEX TIME BANK	EXCLUDED	N/A
13	COV	DAJ	DA ON-CALL FLEX BAL ADJUSTMENT	EXCLUDED	N/A
13	COV	DSA	VCDSA 2017 COMP ADJ	EXCLUDED	N/A
13	COV	DSP	VCDSA 2017 COMP PAYOUT	EXCLUDED	N/A
13	COV	DTR	DTR Prem 5% Per Diem CNA	EXCLUDED	N/A
13	COV	EHM	Emergency In-House >40 PM	EXCLUDED	N/A
13	COV	EHO	Emergency In-House >40 Hours	EXCLUDED	N/A
13	COV	EHX	Emergency In-House >40 NOC	EXCLUDED	N/A
13	COV	ELA	EDUCATION LEAVE HRS ADJUSTMENT	EXCLUDED	N/A
13	COV	FAH	PP FURLOUGH HOURS ADJUSTMENT	EXCLUDED	N/A
13	COV	FHA	FLOATING HOLIDAY ADJUSTMENT	EXCLUDED	N/A
13	COV	FLA	FAMILY MEDICAL LEAVE ADJ	EXCLUDED	N/A
13	COV	FML	FAMILY MED LEAVE UNPAID HOURLY	EXCLUDED	N/A
13	COV	FMS	FAMILY MED LEAVE UNPAID SALARY	EXCLUDED	N/A
13	COV	FSA	FAMILY SICK LEAVE ADJUSTMENT	EXCLUDED	N/A
13	COV	FWH	FURLOUGH NO PAY HOURLY	EXCLUDED	N/A
13	COV	FWS	FURLOUGH NO PAY SALARY	EXCLUDED	N/A
13	COV	GDP	Graduate Degree Per Diem CNA	EXCLUDED	N/A
13	COV	H1S	PANDEMIC SICK LEAVE ADJUSTMENT	EXCLUDED	N/A
13	COV	H1V	PANDEMIC VACATION ADJUSTMENT	EXCLUDED	N/A
13	COV	HDO	HOLIDAY ON SCHEDULED DAY OFF	EXCLUDED	N/A
13	COV	HMB	HOLIDAY BANK MANAGEMENT	EXCLUDED	N/A
13	COV	HPD	HOL WRK CNA PER DIEM 0.5	EXCLUDED	N/A
13	COV	HWP	HOL WRK CNA PER DIEM CONTRACT	EXCLUDED	N/A
13	COV	IAN	PP INCENTIVE ADJUSTMENT (NR)	EXCLUDED	N/A
13	COV	IHA	IN-HOUSE PRIOR PP ADJUSTMENT	EXCLUDED	N/A
13	COV	IHM	IN-HOUSE REGISTRY >40 PM	EXCLUDED	N/A
13	COV	IHO	IN-HOUSE REGISTRY >40 HOURS	EXCLUDED	N/A
13	COV	IHX	IN-HOUSE REGISTRY >40 NOC	EXCLUDED	N/A
13	COV	INH	LWOP INDUSTRIAL HOURLY	EXCLUDED	N/A
13	COV	INS	LWOP INDUSTRIAL SALARY	EXCLUDED	N/A
13	COV	L80	LIMIT 80 HOURS -NO PAY	EXCLUDED	N/A
13	COV	LNP	LEAVE WITHOUT PAY HOURLY	EXCLUDED	N/A
13	COV	LNS	LEAVE WITHOUT PAY SALARY	EXCLUDED	N/A
13	COV	MLE	MILEAGE PYMT BOARD/COMMISSIONS	EXCLUDED	N/A
13	COV	MLU	MILITARY LEAVE UNPAID HOURLY	EXCLUDED	N/A
13	COV	MOV	MOVING EXPENSE REIMBURSEMENT	EXCLUDED	N/A
13	COV	MUS	MILITARY LEAVE UNPAID SALARY	EXCLUDED	N/A
13	COV	NEF	NON EMERGENCY FIRE MGMT 120HRS	EXCLUDED	N/A
13	COV	NHB	4850 NON TAX HOLIDAY RDO BANK	EXCLUDED	N/A
13	COV	NRF	NON-RETIREMENT FLSA OT	EXCLUDED	N/A
13	COV	O10	SHERIFF MGMT CONTRACT SVCS 1X	EXCLUDED	N/A
13	COV	O15	SHERIFF CONTRACT SERVICES 1.5X	EXCLUDED	N/A
13	COV	O29	OVERTIME ISSUE 29 PAY	EXCLUDED	N/A
13	COV	O30	OVERTIME ISSUE 30 PAY	EXCLUDED	N/A
13	COV	OAHA	PP OT HOURS ONLY ADJUSTMENT	EXCLUDED	N/A
13	COV	OAJ	PP OVERTIME ADJUSTMENT (NR)	EXCLUDED	N/A
13	COV	OC4	OVERTIME CONTRACT RATE 4 HRS	EXCLUDED	N/A
13	COV	OCR	OVERTIME CONTRACT RATE	EXCLUDED	N/A
13	COV	OFC	OVERTIME FLSA CONTRACT	EXCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
13	COV	ORC	OT Adj Difference RSO and COT	EXCLUDED	N/A
13	COV	OTC	SHERIFF OVERTIME COMP BANK	EXCLUDED	N/A
13	COV	OTP	OVERTIME	EXCLUDED	N/A
13	COV	OTS	STRAIGHT TIME OVERTIME	EXCLUDED	N/A
13	COV	PC1	Certification Pay 1 PerDiemCNA	EXCLUDED	N/A
13	COV	PC2	Certification Pay 2 PerDiemCNA	EXCLUDED	N/A
13	COV	PC3	Certification Pay 3 PerDiemCNA	EXCLUDED	N/A
13	COV	PC4	Certification Pay 4 PerDiemCNA	EXCLUDED	N/A
13	COV	PC5	Certification Pay 5 PerDiemCNA	EXCLUDED	N/A
13	COV	PDC	Per Diem Charge Nurse Premium	EXCLUDED	N/A
13	COV	POT	PREMIUM OVERTIME	EXCLUDED	N/A
13	COV	R10	RETRO STRAIGHT 1.0	EXCLUDED	N/A
13	COV	R15	RETRO PREMIUM 1.5	EXCLUDED	N/A
13	COV	RAH	PP HOURS ONLY ADJUSTMENT	EXCLUDED	N/A
13	COV	RBP	REPLACEMENT BENEFIT PLAN	EXCLUDED	N/A
13	COV	RCP	RETRO COMP PAY	EXCLUDED	N/A
13	COV	RCT	RETRO COMP TERMINATION PAYOFF	EXCLUDED	N/A
13	COV	ROT	RETRO OVERTIME PAY	EXCLUDED	N/A
13	COV	RPA	Retro PEPRA Add'l Pay	EXCLUDED	N/A
13	COV	RSO	RETRO OVERTIME 1.0X	EXCLUDED	N/A
13	COV	RSV	RETRO SICK & VAC PAYOFF	EXCLUDED	N/A
13	COV	RTH	Retirement Hours Only - No Pay	EXCLUDED	N/A
13	COV	RWD	Award ProgAward	EXCLUDED	N/A
13	COV	S25	SICK LEAVE PAYOFF 25%	EXCLUDED	N/A
13	COV	S50	SICK LEAVE PAYOFF 50%	EXCLUDED	N/A
13	COV	S75	SICK LEAVE PAYOFF 75%	EXCLUDED	N/A
13	COV	SAL	SICK LEAVE PAYOFF 100%	EXCLUDED	N/A
13	COV	SLA	SICK LEAVE ADJUSTMENT	EXCLUDED	N/A
13	COV	SLB	Sick Leave Benefit Accruals	EXCLUDED	N/A
13	COV	SOJ	SICK OTHER HOURS ADJUSTMENT	EXCLUDED	N/A
13	COV	SPV	Supervisor Differential	EXCLUDED	N/A
13	COV	SRP	SRP PENADMIN NULL EARNINGS	EXCLUDED	N/A
13	COV	STP	BOARD/COMMISSION STIPEND PYMT	EXCLUDED	N/A
13	COV	TMR	TAXABLE MEAL REIMBURSEMENT	EXCLUDED	N/A
13	COV	TMS	TAXABLE MEAL STIPEND REIMBURSEMENT	EXCLUDED	N/A
13	COV	VAF	VOLUNTARY ADJ FURLOUGH HOURS	EXCLUDED	N/A
13	COV	VAP	VACATION PAYOFF	EXCLUDED	N/A
13	COV	VAX	CNRCPT Taxable Adjustment	EXCLUDED	N/A
13	COV	VFA	VACATION ADVANCE HRS ADJ	EXCLUDED	N/A
13	COV	VLA	VACATION HOURS ADJUSTMENT	EXCLUDED	N/A
13	COV	VLB	Vacation Benefit Accruals	EXCLUDED	N/A
13	COV	VMP	VACATION MGMT PAYOFF (4_6_11)	EXCLUDED	N/A
13	COV	VOJ	VACATION OTHER HRS ADJUSTMENT	EXCLUDED	N/A
13	COV	VSI	Court Voluntary Separation Inc	EXCLUDED	N/A
13	COV	VXF	CNRCPT Taxable Adj w/o FICA	EXCLUDED	N/A
13	COV	X80	80- ADJUSTMENT CSH & ACCRUAL HOURS	EXCLUDED	N/A
13	COV	XBS	VCDSA 11% BASE SALARY PEPRA	EXCLUDED	N/A
13	COV	XRC	CURRENT YEAR RETRO REPAYMENTS	EXCLUDED	N/A
13	COV	XXX	SETTLEMENT PAYMENT	EXCLUDED	N/A
13	COV	ZFO	FLSA COMP BANK ADJUSTMENT OT	EXCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
13	COV	ZNO	NFLSA COMP BANK ADJUSTMENT OT	EXCLUDED	N/A
13	COV	ZZZ	BEN ADMIN NO PAY	EXCLUDED	N/A
13	VRSD	01OTW1	(R) OVERTIME WEEK 1	EXCLUDED	N/A
13	VRSD	01OTW2	(R) OVERTIME WEEK 2	EXCLUDED	N/A
13	VRSD	01OVER	(R) OVERTIME	EXCLUDED	N/A
13	VRSD	01XTRA	(R)EXTRA HOURS - BILLABLE ONLY	EXCLUDED	N/A
13	VRSD	02OVER	(R) OVERTIME-NIGHT SHIFT	EXCLUDED	N/A
13	VRSD	CLASOP	OUT OF CLASS OVERTIME	EXCLUDED	N/A
13	VRSD	CLASSO	(R) OUT OF CLASS OT	EXCLUDED	N/A
13	VRSD	COV21	COVID unpaid leave	EXCLUDED	N/A
13	VRSD	FLOATE	(R) FLOATING HOLIDAY EARNED	EXCLUDED	N/A
13	VRSD	FMLA-L	(R) FMLA LEAVE WITHOUT PAY	EXCLUDED	N/A
13	VRSD	HOLE	(R) HOLIDAY WORKED - EXEMPT EE	EXCLUDED	N/A
13	VRSD	INCENT	(R) INCENTIVE AWARD	EXCLUDED	N/A
13	VRSD	IND-L	(R) INDUSTRIAL LWOP	EXCLUDED	N/A
13	VRSD	LWOP	(R) LEAVE W/OUT PAY	EXCLUDED	N/A
13	VRSD	MED-L	(R) MEDICAL LWOP	EXCLUDED	N/A
13	VRSD	OVER-S	(R) STRAIGHT OT	EXCLUDED	N/A
13	VRSD	R-01OT	(A) RETRO-OVERTIME	EXCLUDED	N/A
13	VRSD	R-02OT	(A) RETRO-OVERTIME-NIGHT SHIFT	EXCLUDED	N/A
13	VRSD	R-CLSO	(A) RETRO-OUT OF CLASS OT	EXCLUDED	N/A
13	VRSD	RETROO	(A) RETRO OVERTIME	EXCLUDED	N/A
13	VRSD	R-FLTE	(A) RETRO-FLOATING HOLIDAY EARNED	EXCLUDED	N/A
13	VRSD	R-FMLL	(A) RETRO-FMLA LEAVE WITHOUT PAY	EXCLUDED	N/A
13	VRSD	R-HOLE	(A) RETRO-HOLIDAY WORKED - EXEMPT EE	EXCLUDED	N/A
13	VRSD	R-INDL	(A) INDUSTRIAL LWOP	EXCLUDED	N/A
13	VRSD	R-LWOP	(A) RETRO-LEAVE W/OUT PAY	EXCLUDED	N/A
13	VRSD	RMED-C	(A) RETRO MED-C	EXCLUDED	N/A
13	VRSD	RMED-L	(A) RETRO MED LWOP	EXCLUDED	N/A
13	VRSD	R-MEDL	(A) RETRO MED LWOP	EXCLUDED	N/A
13	VRSD	R-STOT	(A) RETRO-STRAIGHT OT	EXCLUDED	N/A
13	VRSD	R-VACP	R-VAC-PO-(A) CAL - TERMINATION PAY OUT	EXCLUDED	N/A
13	VRSD	SICK-E	Sick Taken-Extra Help	EXCLUDED	N/A
13	VRSD	SVRNCE	(R) SEVERANCE PAY	EXCLUDED	N/A
13	VRSD	VAC-PO	(R) CAL-TERMINATION PAY OUT	EXCLUDED	N/A

TABLE 14: PEPRA EXCLUSIONS
Excluded from Compensation Earnable

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
14	COV	74*	EMPLOYEE EMERGENCY ASSIST FUND	EXCLUDED	N/A
14	COV	CBN	CALL BACK RETIREMENT CNA	EXCLUDED	N/A
14	COV	CBR	CALL BACK CNA RETIREMENT	EXCLUDED	N/A
14	COV	CBS	CALL BACK STRAIGHT TIME 1.0X	EXCLUDED	N/A
14	COV	CRJ	PP CNA CALL BACK RET ADJ	EXCLUDED	N/A
14	COV	CRT	SHERIFF COURT TIME	EXCLUDED	N/A
14	COV	CSF	CALL BACK STRAIGHT TIME FCW	EXCLUDED	N/A
14	COV	EAF*	EMPLOYEE ASSISTANCE PROGRAM	EXCLUDED	N/A

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
14	COV	EEF*	EE ASSISTANCE DONATION	EXCLUDED	N/A
14	COV	EEP*	EE ASSIST DONATION (GROSSUP)	EXCLUDED	N/A
14	COV	EHN	Emergency In-House <40 NOC	EXCLUDED	N/A
14	COV	EHP	Emergency In-House <40 PM	EXCLUDED	N/A
14	COV	EHR	Emergency In-House <40 Hours	EXCLUDED	N/A
14	COV	ELC	ELECTION WORKER PAY	EXCLUDED	N/A
14	COV	HDP	HOLIDAY DAY OFF PAID SPOAVC	EXCLUDED	N/A
14	COV	HDS	SHERIFF HOLIDAY ON REG DAY OFF	EXCLUDED	N/A
14	COV	IHN	IN-HOUSE REGISTRY <40 NOC	EXCLUDED	N/A
14	COV	IHP	IN-HOUSE REGISTRY <40 PM	EXCLUDED	N/A
14	COV	IHR	IN-HOUSE REGISTRY <40 HOURS	EXCLUDED	N/A
14	COV	NHO	4850 NON TAX HOLIDAY RDO-SHF	EXCLUDED	N/A
14	COV	RCB	RETRO CALL BACK STRAIGHT	EXCLUDED	N/A
14	COV	SBP	STAND BY PAY	EXCLUDED	N/A
14	COV	SSB	SHERIFF STANDBY PAY	EXCLUDED	N/A
14	COV	STU	STUDENT LOAN PAYMENT	EXCLUDED	N/A
14	COV	XTR	ONE TIME PAYMENT	EXCLUDED	N/A
14	VRSD	01NITE	(R) NIGHT SHIFT	EXCLUDED	N/A
14	VRSD	R-NITE	(A) RETRO-NIGHT SHIFT	EXCLUDED	N/A
14	VRSD	R-SBHL	(A) RETRO-STANDBY HOLIDAY	EXCLUDED	N/A
14	VRSD	R-SBSU	(A) RETRO-STAND BY-SEIU	EXCLUDED	N/A
14	VRSD	R-SBWD	(A) RETRO-STAND BY WEEK DAY	EXCLUDED	N/A
14	VRSD	R-SBWE	(A) RETRO-STANDBY WEEK END	EXCLUDED	N/A
14	VRSD	SSTAND	(R) STAND BY-SEIU	EXCLUDED	N/A
14	VRSD	STNDHL	(R) STANDBY HOLIDAY	EXCLUDED	N/A
14	VRSD	STNDWD	(R) STAND BY WEEK DAY	EXCLUDED	N/A
14	VRSD	STNDWE	(R) STANDBY WEEK END	EXCLUDED	N/A

*Alameda Exclusions

TABLE 15: FLEX CREDIT PAY CODES
Pending Resolution of Declaratory Relief Action

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
15	COV	CBK	CASH BACK FLEX CREDIT NO PAY	PENDING*	PENDING
15	COV	CF1	COURTS FLEX SEIU P/T	PENDING*	PENDING
15	COV	CF2	COURTS FLEX SEIU F/T	PENDING*	PENDING
15	COV	CF3	COURTS FLEX CJA AVC P/T	PENDING*	PENDING
15	COV	CF4	COURTS FLEX CJA AVC F/T	PENDING*	PENDING
15	COV	CF5	COURTS FLEX MGMT P/T	PENDING*	PENDING
15	COV	CF6	COURTS FLEX MGMT 4 & 5 F/T	PENDING*	PENDING
15	COV	CF7	COURTS FLEX MGMT3 F/T	PENDING*	PENDING
15	COV	CF8	COURTS FLEX MGMT 1&2 F/T	PENDING*	PENDING
15	COV	FC	FLEX CREDIT ADJUSTMENT	PENDING*	PENDING
15	COV	FC1	FLEX CREDIT PART TIME - VCDSA	PENDING*	PENDING
15	COV	FC2	Tier2PT365Flex Credit Tier II Part time	PENDING*	PENDING
15	COV	FC3	Tier3PT383Flex Credit Tier III PT	PENDING*	PENDING
15	COV	FC4	Flex Credit Part Time 330	PENDING*	PENDING
15	COV	FC5	Flex Credit VCPPOA Prob F/T	PENDING*	PENDING

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
15	COV	FC6	FLEX CREDIT MGMT, CIAVC	PENDING*	PENDING
15	COV	FC7	FLEX CREDIT MGMT	PENDING*	PENDING
15	COV	FC8	FLEX CREDIT P/T \$313	PENDING*	PENDING
15	COV	FC9	FLEX CREDIT PART-TIME	PENDING*	PENDING
15	COV	FCA	Flex Credit CIAAVC	PENDING*	PENDING
15	COV	FCC	Flex Credit VCSCOA F/T	PENDING*	PENDING
15	COV	FCD	Flex Credit VCDSA F/T	PENDING*	PENDING
15	COV	FCE	FLEX CREDIT IUOE F/T - \$347.00	PENDING*	PENDING
15	COV	FCF	Flex Credit VCPFA	PENDING*	PENDING
15	COV	FCG	APCD Flex Credit F/T Tier 1	PENDING*	PENDING
15	COV	FCH	APCD Flex Credit F/T Tier 2	PENDING*	PENDING
15	COV	FCI	APCD Flex Credit F/T Tier 3	PENDING*	PENDING
15	COV	FCM	FLEX CREDIT MGMT F/T	PENDING*	PENDING
15	COV	FCN	Flex Credit CNA F/T	PENDING*	PENDING
15	COV	FCP	Flex Credit VCPPOA PVT - \$347.00	PENDING*	PENDING
15	COV	FCS	Flex Credit SPOAVC F/T	PENDING*	PENDING
15	COV	FCU	FLEX CREDIT SEIU F/T	PENDING*	PENDING
15	COV	FCV	FLEX CREDIT VEA F/T	PENDING*	PENDING
15	COV	FCX	Flex Credit Tier II Full Time	PENDING*	PENDING
15	COV	FCY	Flex Credit Tier III Full Time	PENDING*	PENDING
15	COV	RFC	RETRO FLEX CREDIT	PENDING*	PENDING
15	VRSD	CAFAPL	CAFETERIA APPLIED TO BENEFITS	PENDING*	PENDING
15	VRSD	CAFBACK	CAFETERIA CASH BACK	PENDING*	PENDING
15	VRSD	CAFFIN	(R) CAFETERIA ALLOWANCE-IND	PENDING*	PENDING
15	VRSD	CAFFIU	(R) CAFETERIA ALLOWANCE-IUOE	PENDING*	PENDING
15	VRSD	CAFFSE	(R) CAFETERIA ALLOWANCE-SEIU	PENDING*	PENDING

* VCERA Staff Analysis: Excluded; Further action pending resolution of Declaratory Relief

EXHIBIT E

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

BOARD OF RETIREMENT

BUSINESS MEETING

MAY 24, 2021

MINUTES

**DIRECTORS
PRESENT:**

Arthur E. Goulet, Vice-Chair, Retiree Member
Steven Hintz, Treasurer-Tax Collector
Jordan Roberts, General Employee Member
Cecilia Hernandez-Garcia, General Employee Member
Kelly Long, Public Member
Tommie E. Joe, Public Member
Sim Tang-Paradis, Public Member
Will Hoag, Alternate Retiree Member

**DIRECTORS
ABSENT:**

Mike Sedell, Chair, Public Member
Robert Ashby, Alternate Safety Employee Member
Aaron Grass, Safety Employee Member

**STAFF
PRESENT:**

Linda Webb, Retirement Administrator
Henry Solis, Chief Financial Officer
Dan Gallagher, Chief Investment Officer
Leah Oliver, Chief Technology Officer
Lori Nemiroff, General Counsel
Jess Angeles, Communications Officer
Chris Ayala, Program Assistant

PLACE:

In Accordance with the Governor's Executive Order N-29-20 (3), the Members of the Board will be participating via teleconference. Pursuant to Government Code §54954.3, members of the public, to the extent required by law, will have the opportunity to directly address the Board concerning the below mentioned business.

TIME:

9:00 a.m.

ITEM:

I. CALL TO ORDER

Vice Chair Goulet called the meeting of May 24, 2021, to order at 9:01 a.m.

II. APPROVAL OF AGENDA

Ms. Webb requested the Board table agenda item, IX.A., "Request for 3-Year Subscription to Gartner, Inc. Executive Partner Program" as previously discussed with Vice Chair Goulet.

MOTION: Approve as Revised.

Moved by Long seconded by Joe

Vote: Motion carried

Yes: Joe, Long, Roberts, Tang-Paradis, Hoag, Goulet

No: -

Absent: Ashby, Grass, Hernandez-Garcia, Hintz, Sedell

Abstain: -

III. APPROVAL OF MINUTES

A. Business Meeting of February 22, 2021.

Ms. Webb said she had sent a few corrections to the Board over the weekend, and thanked Trustee Joe for catching that one of those corrections had omitted a letter.

MOTION: Approved as Amended

Moved by Joe seconded by Roberts

Vote: Motion carried

Yes: Joe, Long, Roberts, Tang-Paradis, Hoag, Goulet

No: -

Absent: Ashby, Grass, Hernandez-Garcia, Hintz, Sedell

Abstain: -

B. Business Meeting of March 29, 2021.
To be Provided.

MOTION: Approve.

Moved by Hoag seconded by Joe

Vote: Motion carried

Yes: Joe, Long, Roberts, Tang-Paradis, Hoag, Goulet

No: -

Absent: Ashby, Grass, Hernandez-Garcia, Hintz, Sedell

Abstain: -

IV. RECEIVE AND FILE PENDING DISABILITY APPLICATION STATUS REPORT

Trustee Hernandez-Garcia arrived at 9:05 a.m., before the vote on this item.

MOTION: Receive and File.

Moved by Roberts seconded by Tang-Paradis

Vote: Motion carried

Yes: Hernandez-Garcia, Joe, Long, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Hintz, Sedell

Abstain: -

V. CONSENT AGENDA

- A. Approve Regular and Deferred Retirements and Survivors Continuances for the Month of April 2021.
- B. Receive and File Report of Checks Disbursed in April 2021.
- C. Receive and File Budget Summary Admin. – Disability for FY 2020-21 Month Ending April 30, 2021.
- D. Receive and File Budget Summary Combined for FY 2020-21 Month Ending April 30, 2021.
- E. Receive and File Statement of Fiduciary Net Position, Statement of Changes in Fiduciary Net Position, Schedule of Investments, Cash, and Cash Equivalents, and Schedule of Investment Management Fees for the Period Ending March 31, 2021.

MOTION: Approve.

Moved by Roberts seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Joe, Long, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Hintz, Sedell

Abstain: -

VI. INVESTMENT MANAGER PRESENTATIONS

- A. Receive Annual Investment Presentation from Bridgewater: Clark Thiemann and Jason Rogers.

Clark Thiemann and Jason Rogers reviewed Bridgewater's organizational changes, and discussed the firm's investment outlook, portfolio strategy, composition, and performance.

Trustee Hintz arrived at 9:12 a.m., during the presentation from Bridgewater.

- B. Receive Annual Investment Presentation from PIMCO: Neal Reiner, Andy Mark, and Kevin Gray.

Neal Reiner, Andy Mark, and Kevin Gray reviewed PIMCO's organizational changes, and discussed the firm's investment outlook, portfolio strategy, composition, and performance.

Trustee Long left the meeting at 9:30 a.m., during the presentation from PIMCO.

VII. INVESTMENT INFORMATION

VCERA – Dan Gallagher, Chief Investment Officer

NEPC – Allan Martin

A. \$35 Million Investment in HarbourVest Investors Co-Investment Fund VI.

RECOMMENDED ACTION: Approve.

- | | |
|---|-----------|
| 1. Staff Letter by Chief Investment Officer. | 124 – 125 |
| 2. Investment Due Diligence Report from NEPC: Allan Martin. | 126 – 129 |
| 3. HarbourVest Investors Co-Investment Fund VI Presentation: Jackie Peradotto and Brett Gordan. | 130 – 149 |

Mr. Gallagher said that he and NEPC jointly recommended the \$35 Million commitment to HarbourVest Investors Co-Investment Fund VI as detailed in his recommendation memorandum, the recommendation report from NEPC, as well as a presentation from HarbourVest.

The recommendation would be for a follow-on investment to VCERA's prior \$30 Million commitment to the HarbourVest's Fund IV and \$35 million commitment to HarbourVest's Fund V. HarbourVest's Fund VI had a target return of a 15% to 18% and a total value to paid in capital multiple of, 2.0 times to 2.25 times.

Mr. Martin said that NEPC was in strong support of the recommendation.

Chair Goulet remarked that he was pleased that the fees would be on based on invested capital rather than committed capital.

MOTION: Approve an Allocation of \$35 Million to Harbourvest Partners' Co-Investment Fund VI, and Direct Staff and Counsel to Negotiate the Necessary Legal Documents; and, Subject to Successful Contract Negotiations, the Board Authorize the Board Chair or the Retirement Administrator or if Both are Unavailable the Chief Investment Officer to Approve and Execute the Required Documentation.

Moved by Hintz seconded by Roberts

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

B. Recommendation to Approve Asset Allocation Benchmarks and Ranges.

RECOMMENDED ACTION: Approve.

1. Staff Letter by Chief Investment Officer.

Mr. Gallagher reminded the Board that the Asset Liability Study had been presented at the March business meeting. At the following meeting, the Board adopted the Revised Asset & Allocation Targets, with ranges and benchmarks to be brought back for the Board's consideration. Therefore,

Exhibit A pulled together the adopted targets, with the proposed ranges and benchmarks, while Exhibit B was the prior asset allocation and Exhibit C was a list of benchmarks and descriptions.

MOTION: Approve the Asset Allocation Recommended Ranges and Benchmarks as Presented in Exhibit A.

Moved by Hintz seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

C. Preliminary Performance Report for Month Ending April 30, 2021.

RECOMMENDED ACTION: Receive and file.

Mr. Martin presented the Preliminary Performance Report for Month Ending April 30, 2021.

Trustee Hintz left the meeting at 9:55 a.m., before the vote on this item.

MOTION: Receive and File.

Moved by Roberts seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Hintz, Long, Sedell

Abstain: -

D. Quarterly Investment Performance Report for Period Ending March 31, 2021.

RECOMMENDED ACTION: Receive and file.

Mr. Martin then presented the Quarterly Investment Performance Report for Period Ending March 31, 2021.

MOTION: Receive and File

Moved by Joe seconded by Goulet

Vote: Motion carried

Yes: Hernandez-Garcia, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Hintz, Long, Sedell

Abstain: -

VIII. **OLD BUSINESS**

A. Presentation of Pay Codes to Ratify Exclusions from Compensation Earnable and Pensionable Compensation for Implementation of *Alameda* in Compliance with October 12, 2020, Board Resolution.

RECOMMENDED ACTION: Approve.

1. Staff Letter by Retirement Administrator.
2. Indexed and Categorized Pay Code List for Ratification.

Ms. Webb said that though the item was related to the Alameda Decision, it was simply a follow up to the Resolution adopted on October 12, 2020. At that time, staff was directed to bring back the impacted pay codes for ratification, particularly to formalize those slated for exclusion. Staff had taken a more expansive approach by listing pay codes that were excluded, included and situational, for the sake of clarity and transparency.

Ms. Webb said that prior to the meeting, she had reached out to labor groups to explain the agenda item. As the Board was aware, several labor unions and groups had requested discussion and analysis of specific scenarios or classifications in regard to standby or call-back pay, and the ratification of the recommended codes would not hinder those discussions or the appeal process that would be in place.

Ms. Webb then presented the list pay codes to the Board.

Trustee Roberts asked if there were any additional pay codes that were added to list since the last time that it was presented to the Board.

Ms. Webb replied yes and was in fact the reason why it was previously tabled. Since it was originally provided to the Board, staff had worked with the Auditor-Controller to ensure and confirm all pay codes had been addressed here on the updated list.

Mr. Shawn Atin, Assistant County Executive Officer for the County of Ventura, provided the following public comment. He said that the County had met to have discussions regarding the leave redemption issue, recalling that at the meeting in October the Board had said that the County and VCERA staff should continue to discuss the issues related to Government Code, Section 31461 and "straddling". He noted that there was still room for more discussion, as far as what was includable in compensation earnable and VCERA staff's interpretation on its application. Lastly, he was not up to speed on the status of VCERA's Declaratory Relief Action, but the Board had already adopted a resolution related to the flex credit codes in Table 15.

Vice Chair Goulet said that one of the causes of action in the Declaratory Relief Action was regarding the straddling issue. He also noted that the Auditor-Controller had been working very closely on the pay codes with staff and thanked them for their assistance.

Ms. Webb said that Ms. Herron of the Auditor-Controller's office had been very helpful in assisting staff with updating the pay code list.

Trustee Roberts asked if the standard hours for the situational codes included scheduled overtime. He explained as an example that the employees in his office normally worked 87 standard hours, and therefore the cap should be 87 hours and not 40 hours for those employees.

Ms. Nunna replied yes, if the Memorandum of Agreement (MOA) allowed that incentive to be paid up to 87 hours. However, some incentives were only paid up to 80 hours, per the MOA, so for those the cap would be 80 hours.

Ms. Nemiroff said, in general VCERA had always included regularly scheduled overtime in compensation earnable, to the extent that certain payments were on hours that were already

considered to be in compensation earnable because it was regularly scheduled overtime, and they would continue to be included, unless the MOA stated that the cap was 80 hours.

Trustee Hintz returned to the meeting at 9:22 a.m., prior to the vote on the item.

MOTION: Ratify Attached Pay Code List Document as Part of, and Addendum to, the October 12, 2020, Resolution regarding Alameda Implementation to Compensation Earnable and Pensionable Compensation.

Moved by Joe seconded by Tang-Paradis

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

- B. Proposed Revisions to Finance Committee Charter and Recommendation to Adjust Frequency of Specific Consent Agenda Items.

RECOMMENDED ACTION: Approve.

1. Letter from Trustee Goulet.
2. Finance Committee Charter (Redline).

Vice Chair Goulet said the item was a follow up request made by Chair Sedell to have the Finance Committee review the monthly finance reports in the Consent Agenda. After discussions, the Finance Committee's recommendation was for the Budget Summary and Fiduciary Net Position reports to be issued quarterly instead of monthly, and for the committee to change its charter to reflect that they would review the quarterly reports before they were presented to the Board. The Monthly Retirement Report and Check Register Report would continue to be monthly reports.

MOTION: Approve a Change of Reporting Frequency of the Budget Summary and Fiduciary Net Position Reports from Monthly to Quarterly; and Approve the Proposed Revisions to the Finance Committee Charter.

Moved by Hintz seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell, Tang-Paradis

Abstain: -

- C. Recommendation for Service Agreement Award for Market-Based Compensation Analysis.

RECOMMENDED ACTION: Approve.

1. Letter from Trustee Goulet.
2. Proposed Service Agreement.

Vice Chair Goulet reminded the Board that they had appointed an Ad-Hoc Compensation Review Committee to find a service provider to perform the Market-Based Compensation Study for VCERA's

five (5) Senior Management employees. At the March 8th meeting, the Board approved a Request for Proposal (RFP) and the committee had subsequently received and reviewed four (4) proposals. The committee recommended that Ralph Andersen & Associates be awarded the service agreement. Vice Chair Goulet said he had spoken to Chair Sedell and he was in support of the committee's recommendation.

MOTION: Approve Entering into the Services Agreement for the Market Based Compensation Analysis with Ralph Anderson & Associates; and Authorize the Retirement Administrator to Execute the Agreement.

Moved by Hintz seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

D. Report on Current Processing Time for New Retirements.

RECOMMENDED ACTION: Receive and file.

1. Staff Letter from Retirement Administrator.

Ms. Webb presented information on the current processing time for new retirement applications to the Board.

MOTION: Receive and File.

Moved by Roberts seconded by Joe

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

Following the vote on this item, the Board advanced to item, IX.B., "Recommendation for Authorization for General Counsel to Attend the NAPPA 2021 Virtual Legal Education Conference, June 22 – June 24, 2021".

IX. NEW BUSINESS

A. Request for 3-Year Subscription to Gartner, Inc. Executive Partner Program.

RECOMMENDED ACTION: Approve.

1. Staff Letter from Retirement Administrator.

The item was tabled during item II., "Approval of Agenda".

B. Recommendation for Authorization for General Counsel to Attend the NAPPA 2021 Virtual Legal Education Conference, June 22 – June 24, 2021.

RECOMMENDED ACTION: Approve.

1. Staff Letter by Retirement Administrator.
2. NAPPA 2021 Virtual Legal Education Conference Brochure.

MOTION: Approve.

Moved by Joe seconded by Tang-Paradis

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell

Abstain: -

X. INFORMATIONAL

- A. SACRS Legislative Update – May 6, 2021.
- B. CALAPRS Advanced Principles of Pension Governance for Trustees Flyer.
- C. SACRS Public Pension Investment Management Program Notice.

XI. PUBLIC COMMENT

None.

XII. STAFF COMMENT

Ms. Webb said staff would be presenting the proposed 2021-22 budget on June 7th, and also at that meeting Segal would be presenting the 3-Year Experience Study with an educational presentation first for the benefit of the newer trustees. Staff would also be recommending a new agenda management system. and they had identified one that they would be recommending at a future meeting. Finally, she asked if the Board members would let her know if they were ready to attend future Board meetings in-person, and whether they would attend an in-person Board retreat. Staff was currently working on a plan to transition back to the office, as well as opening to the public this summer.

Ms. Nemiroff reported that in VCERA's Declaratory Relief Action regarding the Alameda implementation issues, the hearing on the County of Ventura's demurrer to VCERA's second cause of action on flex credit was still scheduled for June 14th, though the parties were discussing a stipulation to postpone hearing demurrers on the leave straddling issue. As they might recall, Mr. Smith had filed a cross complaint against VCERA on the straddling issue and the County had indicated they would like to file a complaint in intervention, to which VCERA had agreed. Therefore, any of the hearings related to the straddling issue were being stipulated to be postponed to either late July or August and staff would keep the Board updated.

MOTION: Adjourn.

Moved by Hintz seconded by Roberts

Vote: Motion carried

Yes: Hernandez-Garcia, Hintz, Joe, Roberts, Tang-Paradis, Goulet

No: -

Absent: Ashby, Grass, Long, Sedell
Abstain: -

XIII. BOARD MEMBER COMMENT

None.

XIV. ADJOURNMENT


The Chair adjourned the meeting at 10:49 a.m.

Respectfully submitted,



LINDA WEBB, Retirement Administrator

Approved,



ART GOULET, Vice Chair

EXHIBIT F

VCERA Resolution

APPEALS PROCESS FOR BENEFIT DETERMINATIONS ARISING OUT OF THE ALAMEDA SUPREME COURT DECISION (“ALAMEDA APPEALS”)

WHEREAS, on July 30, 2020, the California Supreme Court issued a decision in the case of *Alameda County Deputy Sheriff’s Assoc. et al., v. Alameda County Employees’ Retirement Assn., et al.* (2020) 9 Cal.5th 1032 (the “*Alameda Decision*”). The *Alameda Decision* concludes that all amendments to the definition of Compensation Earnable in Government Code section 31461, enacted as a result of the Public Employees’ Pension Reform Act of 2013 and related statutory changes to CERL (“PEPRA”), effective January 1, 2013, are constitutional, and that CERL retirement boards may not be contractually bound or estopped by settlement agreements, board resolutions, or other similar actions, from implementing those amendments. The *Alameda Decision* further determines that CERL retirement boards may not include items in compensation earnable that sections 31460 and/or 31461 require them to exclude.

WHEREAS, on October 12, 2020, the Board adopted a Resolution to comply with the *Alameda Decision*’s directives regarding mandatorily excluded pay items required by amendments to Government Code section 31461, effective January 1, 2013 (“PEPRA Exclusions”), and applied that directive to all retiree payroll for individuals who retired on or after PEPRA’s effective date of January 1, 2013. Effective with the August 2020 payroll, VCERA will recalculate and adjust amounts paid to such retirees if their retirement allowances previously included the PEPRA Exclusions.

WHEREAS, as used herein, the term “PEPRA Exclusions” shall refer to any payments that are not permitted by subdivision (b)(2), (3) or (4) of Government Code section 31461 to be included in “compensation earnable,” including, among other items, payments received by the member for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.

WHEREAS, the October 12, 2020, Resolution directs that VCERA present impacted pay codes as soon as practicable to the Board to ratify exclusions from compensation earnable and pensionable compensation in compliance with *Alameda*, and communicate to VCERA participating employers that member contributions are no longer to be taken on such pay codes.

WHEREAS, in accordance with the October 12, 2020, Resolution, VCERA identified pay codes subject to the PEPRA Exclusions for compensation earnable and pensionable compensation, and notified VCERA participating employers that member contributions are no longer to be taken on such pay codes. On May 24, 2021, the Board ratified exclusion from compensation earnable and pensionable compensation such pay codes for pay items required to be excluded in compliance with the *Alameda Decision*.

WHEREAS, the Board, through the October 12, 2020 Resolution, directed staff to notify the affected members of the Board implementation of the *Alameda* Decision through appropriate means and to provide members with an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours of members in the class or grade of the member). Gov. Code §31461(b)(3); see *Stevenson v. Board of Retirement of OCERS* (2010) 186 Cal.App.4th 498. Such appeals would occur under Code of Civil Procedure section 1085. *Shelden v. Marin Cty. Employees' Ret. Assn.* (2010) 189 Cal.App.4th 458.

WHEREAS, the notice to be sent to the affected members will provide a right to appeal the (1) recalculation of or other numeral data provided in the notice or (2) exclusion of any of the items identified for removal from final average compensation on the basis that the benefit was both "compensation" and "compensation earnable," because, for example, pay was for services rendered within "normal working hours" of "persons in the same grade or class of positions during the position, and at the same rate of pay," as the affected member was in at the time he or she rendered service, and thus should not have been excluded under subdivision (b)(3) of Government Code section 31461.

WHEREAS, it is the Board's intent to ensure due process, as well as an expedient determination concerning an appeal brought by an affected member or VCERA participating employer on behalf of its employees (VCERA member) for purposes specifically related to an appeal of PEPPRA excluded items, incorrect data included into the calculation of a member's benefit, or the assertion the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her. This Resolution prescribes steps of such an Alameda Appeal.

THEREFORE BE IT RESOLVED, that effective as of May 24, 2021, the following actions are authorized by the BOARD and required of VCERA:

1. The sole issue(s) for determination on Alameda Appeals are as follows:

a. Whether the pay was "compensation" under Government Code section 31460 and "compensation earnable" under Government Code section 31461. For example, was the pay for services rendered within the "normal working hours" of a member's position and of "persons in the same grade or class of positions during the period [the member rendered services] at the same rate of pay," such that it is not mandatorily excluded under subdivision (b)(3) in Government Code section 31461.

b. Whether VCERA calculations or other numerical data provided above are incorrect.

c. Whether the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her.

The Board's policy decisions implementing the law set forth in the *Alameda* Decision, such as the manner in which the pensionability of leave cashouts are determined and the topic of "in-kind" benefits, are not administratively appealable issues, but rather are subject only to judicial review under Code of Civil Procedure section 1085.

2. Within 30 days of the postmark of the notice letter, the member shall submit an appeal request to the Retirement Administrator and specify the basis for such appeal, using the form which will be made available on the VCERA website. In addition, the member shall also provide supporting materials, if any, as part of their appeal to the Retirement Administrator. If no appeal is received within the time prescribed, then the right to appeal has expired and the member has waived the right to administratively appeal the determination of the issues set forth above. In the event the member requests an extension to submit an appeal, the Retirement Administrator may provide an extension of not more than 30 days. If a VCERA participating employer files an appeal on behalf of its employees, then the appeal, specifying the basis for such appeal, with supporting materials, if any, shall be submitted to the Retirement Administrator.

3. If there are members of the same grade and class of position appealing the same PEPRAs excluded item, then such appeal may be grouped together by VCERA for purposes of analyzing the excluded item and a final determination of these appeals.

4. Within 60 days of receipt of the appeal, the Retirement Administrator or designee shall provide a written determination concerning the appeal.

a. If, based on a finding of facts and conclusions of law, it is determined that the excluded item is for services rendered **within** a member's "normal working hours" and is provided to persons in the same grade or class of positions and at the same rate of pay at the time the member rendered services, then such pay item shall be placed on the agenda at Board's regular meeting for approval of staff's determination that the item is to be included in the members' compensation earnable. In addition, staff shall notify any retired member affected by this determination and recalculate the benefit accordingly.

b. In alternative, if based on a finding of facts and conclusions of law it is determined that the excluded item is for services rendered **outside** a member's "normal working hours" and/or is not provided to persons in the same grade and class of positions at the time the member rendered services, at the same rate of pay, then the affected member, or in the case where the determination affects a group of members with the same PEPRAs excluded items and such appeals have been grouped together, shall be referred to the Board for a final determination following the rules set forth in this Resolution regarding Alameda Appeals ("Board Referral").

c. If the issue on appeal is the question presented in Section 1.c. above, if the based on the findings of facts and conclusions of law the member actually was retired from VCERA before the effective date of the law that VCERA is applying to him or her, then staff shall recalculate the member's benefit. However, if the findings do not support a conclusion that the member actually was retired

from VCERA before the effective date of law that VCERA is applying to him or her, then such matter shall be referred to the Board for a final determination.

5. Where such Alameda Appeal affects a group of members with the same PEPRA excluded items and such persons are all part of the same grade and class of positions, then presentation of the matter to the Board may, upon direction by VCERA, be conducted with all affected members of the group.

6. As to all matters referred to the Board for a final determination in an Alameda Appeal, the following briefing schedule and related rules shall apply:

a. Member, Participating Employer on behalf of its employees, or group of members', individually or through counsel, may submit an Opening Statement to the Board by service on the Board's Legal Counsel at "BORCOUNSEL@vcera.org" and such Opening Statement is due not later than the 30th day following the Board Referral, unless VCERA directs that the Opening Statement is due on a later date so as to facilitate the referenced grouping of proceedings or for other administrative reasons.

b. VCERA, individually or through counsel, may submit a Reply Statement to the Board, and such Reply Statement is due not later than the 60th day following the Board Referral, or 30 days after the date the Opening Statement is due, whichever is later.

c. Alameda Appeals will be scheduled for determination by the Board no fewer than 30 days, and no more than 90 days, from the due date of VCERA's Reply Statement, unless the Board grants itself additional time to make such a determination. The Board reserves the right to request additional briefing from the parties should it determine, in its sole discretion, such briefing is warranted. The Board will control the time allocated for oral argument of parties or their counsel during its consideration of Alameda Appeals. Any judicial review of the Board's decision in Alameda Appeals shall be subject to Code of Civil Procedure section 1085. *Shelden v. Marin County Employees' Retirement Association* (2010) 189 Cal. App. 4th 458.

d. All evidence provided on Alameda Appeals shall be submitted in documentary form.

IN WITNESS WHEREOF, the above Resolution for VCERA is hereby adopted by the BOARD on this 15 day of November 2021.

EXHIBIT G

MEMORANDUM OF AGREEMENT



**Between the
Ventura County
Fire Protection District**

and the

**Ventura County Professional
Firefighters Association**

August 1, 2021 – July 31, 2024

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ARTICLE 1 PREAMBLE

This Memorandum of Agreement (hereinafter referred to as "Agreement") between the Ventura County Fire Protection District (hereinafter referred to as "District") and the Ventura County Professional Firefighter's Association (hereinafter referred to as "Association" or "VCPFA") summarizes the full and complete agreement reached concerning wages, hours, and working conditions.

ARTICLE 2 TERM

- Sec. 201 TERM: This Agreement shall be effective August 1, 2021, and shall remain in full force and effect until 11:59 p.m., July 31, 2024.
- Sec. 202 SUCCESSOR AGREEMENT: In the event either party desires to negotiate a successor Agreement, that party shall, no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration date specified in Section 201, serve upon the other its written request to negotiate as well as its initial written proposals for such successor Agreement. Negotiations shall begin within two weeks following receipt of the request to negotiate.
- Sec. 203 DISTRIBUTION: Each work-site shall be provided a copy of this Agreement within thirty (30) days of implementation. The current Agreement shall be posted on the VCFPD Firenet Website for reference within the same time frame.
- Sec. 204 This Agreement shall be binding upon any other employee organization which, during the term of this Agreement, succeeds the VCPFA as the authorized employee organization.

ARTICLE 3 IMPLEMENTATION

This Agreement shall not be binding upon either of the parties unless and until ratified by the membership of VCPFA and approved by the District's Board of Directors. Following approval by the Board of Directors, it shall enact necessary amendments to all ordinances required to implement the full provisions of this Agreement.

ARTICLE 4 RECOGNITION

The Association is the official recognized bargaining representative for the below listed classifications, and this Agreement shall only apply to persons employed in the following classifications:

Sec. 401

Firefighter Unit:

Firefighter Trainee (00779)
Firefighter (00770)
Fire Captain (00750)
Fire Crew Supervisor (00369)
Fire Equipment Operator (00765)
Fire Engineer (00760)
Fire Investigation Specialist (01048)
Fire Prevention Officer - Non-Safety (01782)
Fire Inspector I (01572)
Fire Inspector II (01570)

Sr. Fire Inspector - Non-Safety (01569)
Fire Systems Engineer - Non-Safety (00898)
Hazardous Materials Specialist (01377)

Auxiliary Unit:

Fire Control Worker (00324)
Senior Fire Control Worker (00325)

Sec. 402 The terms "firefighter(s)", "safety member(s)" or "employee(s)", as used in this Agreement shall refer only to persons employed by the District in said bargaining units. The terms "he" or "his" as used in this Agreement shall refer to all employees, regardless of sex. The terms "Fire Chief," "Appointing Authority," and "Agency/Department Head," shall refer to the Fire Chief and/or his duly authorized designee.

Employees who are not safety members shall have all benefits afforded by this Agreement with the exception of Retirement and Industrial Leave. Retirement and Industrial Leave benefits shall be as a non-safety member.

ARTICLE 5 SALARY PLAN

Sec. 501 HOURLY RATE OF PAY ADJUSTMENTS:

A. GENERAL SALARY INCREASES:

Effective August 8, 2021, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two and one-half percent (2.50%).

Effective August 21, 2022, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two and one-half percent (2.50%).

Effective August 20, 2023, the base hourly rate range of each classification covered by this Agreement, and the base salary/hourly rate of pay of each represented employee therein, shall be increased by two percent (2.00%).

B. MARKET-BASED ADJUSTMENTS:

1. Effective August 22, 2021, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each individual employed in such classifications will be increased by one percent (1%).
2. Effective September 04, 2022, the base salary/hourly rate range of each classification covered by this Agreement and the base salary/hourly rate of pay of each individual employed in such classifications will be increased by one half percent (0.5%).

Sec. 502 RETIREMENT CONTRIBUTIONS:

- A. All employees covered by this Agreement shall contribute as retirement contributions an amount equal to one-half of the normal cost rate of the applicable retirement formula. Any required amounts in excess of the required member contribution shall be contributed pursuant to the cost-sharing provision set forth in Government Code section 31631.5.

Thereafter, the normal cost rate shall be subject to actuarial adjustments whereupon the employee will continue to contribute one-half (½) of the adjusted normal cost rate.

- B. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the County shall declare that it is "picking up" the entire required member contribution so as to cause the taxable income of each represented employee to be reduced by the amount of the "pick up." Therefore, for taxation purposes, this "pick up" shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.

Sec. 503 The District shall make an on-going biweekly contribution to a trust fund established by VCPFA to pay health insurance premiums for eligible future Firefighter Unit retirees and dependents in an amount equal to the entire amount saved by the District by virtue of a previous one percent (1.00%) salary reduction, including all roll-ups, for all employees except those in the Fire Auxiliary Unit.

The District will treat these contributions as ordinary income unless VCPFA provides the District with a legal opinion that the trust fund established by VCPFA is qualified under the Internal Revenue Code for tax deferred status, and that the contributions made to the trust by the District are not includable in the gross income of employees whose salaries would be reduced at the time the contributions are made.

Upon the exercise of this option, VCPFA agrees to allow the District to audit the books and records of the trust it establishes, at the District's request, and to indemnify, defend and hold the District harmless from any and all liability, claims, demands, suits or any other loss, damage or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties. All monies refunded to the District by any trust established pursuant to this paragraph shall be distributed on a pro-rated basis in the form of salary, less normal deductions, to those employees whose salaries were reduced to enable the District to make the contributions to the trust.

Sec. 504 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive compensation within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.

Sec. 505 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of the biweekly pay period.

Sec. 506 TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation due such person shall be paid no later than the next scheduled pay day following termination.

Sec. 507 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his rate of pay increased by the percentage increase to the classification's pay range, provided that no rate of pay shall be lower than the minimum of the new pay range established for that classification. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment. Whenever a pay range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain the rate of pay he held immediately prior to the establishing of such pay range or receive the minimum of the pay range established for the classification, whichever is greater.

Whenever the County Executive Officer furnishes reasonable proof that an employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established pay range than the minimum of such range, the Board may authorize an adjustment to any point in the pay range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such adjustment.

Whenever a lower pay range is assigned to a classification, an employee holding a position in that class shall receive the same rate of pay he was receiving on the day preceding the effective date of the new range, if such rate of pay is within the newly established pay range. In all other instances, whenever a lower pay range is assigned to a classification, an employee holding a position in the class whose rate of pay immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range, except as provided for in Section 521. The probation hours needed and/or merit increase hours needed of an employee classification shall not be affected by such adjustment.

Sec. 508 PAY ON "Y" RATING: When an employee is "Y" rated, his rate of pay immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately a five percent (5%) increase in his/her rate of pay and shall retain the probation hours needed and/or merit increase hours needed that was in effect immediately prior to the establishment of the "Y" rate.

Sec. 509 PRIORITY OF INCREASES: Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional pay increase or any combination thereof are effective on the same date, the rate of pay to which an employee is entitled shall be fixed as follows: to the rate of pay received by the employee on the preceding day shall first

be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.

- Sec. 510 PAY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE: A promotional probationary employee demoted to the class he formerly occupied in good standing shall have the rate of pay, probationary status, and probation hours needed and/or merit increase hours needed he would have achieved if he had remained in the lower class throughout the period of his service in the higher class.
- Sec. 511 PAY ON DEMOTION: Whenever a regular employee is demoted to a position in a lower class in which he has previously held status because of reasons other than unsatisfactory performance, the employee shall be placed at the step he would have attained in his previous pay range had the employee not been promoted. The employee shall retain his probation hours needed and/or merit increase hours needed.
- Sec. 512 MERIT INCREASES WITHIN THE PAY RANGE: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the Appointing Authority, setting forth the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase to the next higher step in the pay range for the class unless the employee is already at the top step of the range in which case no adjustment shall occur.
- Sec. 513 TIME FOR MERIT ADVANCEMENTS: A newly appointed, re-employed, promoted or appointed employee may qualify for:
- A. An initial merit advancement within the pay range upon serving at least 1,040 (40-hour employees) or 1,456 (56-hour employees) compensable hours excluding overtime in that class.
 - B. Succeeding merit increases within the pay range upon serving each additional 2,080 (40-hour employees) or 2,912 (56-hour employees) hours of compensable service excluding overtime in that class.
 - C. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.
- Sec. 514 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase consideration, the Appointing Authority shall notify the Director-Human Resources and the employee in writing of his decisions regarding approval or denial of a merit increase. In all cases, the recommendations of the Appointing Authority shall be based on the determination of performance rating as previously discussed with the employee.

- Sec. 515 DENIAL OF MERIT INCREASE: If, after counseling by the employee's immediate supervisor relative to an employee's unacceptable performance, and in the Appointing Authority's judgment, the employee's performance does not warrant a merit increase upon meeting the time requirements of Section 514, the department/agency head may deny the increase and must complete the District performance evaluation rating form and shall set forth in writing within fifteen (15) days the specific reasons for such denial to both the employee and the Director-Human Resources. Any time prior to the employee qualifying for his next merit increase consideration the employee may request a review of his merit increase by the Appointing Authority, or, the Appointing Authority, by his own initiative, may review the matter. If the Appointing Authority concurs with the requested review or if the Appointing Authority independently initiates his own review, then the Appointing Authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service from the first Sunday of the pay period in which the increase was finally granted.
- Sec. 516 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay he should have received dating from the first Sunday of the pay period after which he would have satisfied the merit increase hours requirement of Section 513 by adding said additional hourly rate of pay to the employee's next scheduled paycheck. In such cases the employee's current merit increase hours needed will be adjusted as needed.
- Sec. 517 PAY ON PROMOTION: When a regular employee is promoted to a position in a class having a higher pay range, the employee's rate of pay shall be adjusted as follows:
- A. To the first step of said higher pay range for the applicable class; or
 - B. If pursuant to Subsection A above, the employee's new rate of pay would be less than five percent (5%) above his previous rate, the adjustment shall be to the lowest step in the applicable pay range that assures no less than a five percent (5%) increase.
- Sec. 518 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of his promotion shall be the first Sunday of the pay period following notification of the promotion unless the notification provides otherwise.

Sec. 519 TEMPORARY PROMOTION:

- A. A line assigned employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave) shall have their rate of pay adjusted to the first step of the range of said higher classification, commencing with the first shift. Such assignments shall be made from qualified employees as determined by their being on the appropriate promotional eligibility list. Such premium pay shall then be paid without additional approval for payment by the County.

A 40-hour work week employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave), and who serves in said higher classification for consecutive workdays aggregating eighty (80) hours, shall thereafter have his/her rate of pay adjusted to the first step of the range for said higher classification.

- B. Both 40-hour and line assigned employees shall receive their rate of pay as long as they continue to serve in said higher classification and shall be entitled to receive step increases within the range for the position as though they had been appointed on the day they began to receive the pay adjustment described in Subsection A above, as designated for the position. The waiting period shall apply each time a regular employee is assigned to a higher classification in this manner. Except that if the regular employee is subsequently promoted to that higher classification, without interruption, then such employee shall have his probation hours needed and/or merit increase hours needed adjusted as if the employee were originally promoted on the first day of the temporary assignment.
- C. A Paramedic who assumes a temporary promotion and is not assigned to the ALS program is not eligible for the Paramedic premium pay described in Section 607, but is eligible for the entitlements under Sections 811 and 1107. Said employees are required to maintain State Paramedic licensure.

Sec. 520 ADDITIONAL COMPENSATION TO SUPERVISORS: A person occupying a supervisory position shall receive compensation at a rate of seven and one-half percent (7 ½%) more per pay period than any one of his subordinates provided that:

- A. Both his Appointing Authority and the County Executive Officer find he is exercising substantial supervision of the subject subordinate

and that he is satisfactorily performing the full supervisory duties of his position; and,

- B. The organization is a permanent one approved by the County Executive Officer; and,
- C. Both the supervisor and the subordinate have been permanently appointed to full time positions; and,
- D. The classifications of both the supervisor's and subordinate's positions are appropriate to the organization and their duties.

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the salary of the supervisor at a rate of seven and one-half percent (7.5%) above that received by the subordinate. If the seven and one-half percent (7.5%) pay differential shall cease to exist due to merit increase, transfer, reassignment, reclassification, promotion, demotion, termination or any other contingency, then the rate of pay of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in the status of the subordinate. A change in the rate of pay or status of the supervisor shall invoke the Merit Increase sections of this Agreement and said section shall only be applied to the base rate of pay of the supervisor. The Director-Human Resources, at her discretion, may then apply the provisions of this section to a new base rate of pay accruing to any supervisor so affected. Policies and procedures relating to probation hours needed and/or merit increase hours needed are not affected by the provisions of this section.

Sec. 521 ADVANCED HOURLY RATE OF PAY PLACEMENT (LATERAL TRANSFERS): Upon the recommendation of the County Fire Chief and the Director-Human Resources, the County Executive Office may approve hiring a lateral transfer of an employee in the classification of Firefighter beyond the first step of the range. Reasonable proof must be presented that an applicant has qualifications deserving a starting hourly rate of pay higher than the first step of the salary range. Lateral transfers may not be hired into any classification except the classification of Firefighter.

ARTICLE 6 PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

Firefighter Unit:

Employees whose duties require the use of bilingual skills and who pass the language proficiency test established and administered by the Human Resources Division shall receive forty cents (\$.40) per hour compensated, not to exceed eighty (80) compensated hours for staff assigned personnel or one hundred twelve (112) compensated hours for line-assigned personnel, per biweekly pay period. Such premium pay shall be in addition to their base pay. During the term of this Agreement, the "use" requirement as previously defined by the Fire Chief shall be waived, and all employees that pass the proficiency test, regardless of station assignment, shall receive bilingual premium pay. All employees receiving said pay on December 29, 1984, shall continue to receive said pay during the term of their employment with the District, regardless of station assignment.

Auxiliary Unit:

Fire Control Workers and Senior Fire Control Workers whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Fire Chief, based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director – Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/hour
II	\$.80/hour
III	\$.90/hour

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

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

A Joint Labor Management Committee shall be convened to study the bilingual standards, training and incentive amount. Any agreed upon changes will be implemented through an amendment to this Agreement.

Sec. 602 STANDBY PREMIUM PAY: Any employee in the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to forecasted emergency conditions. Any such employee shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

Sec. 603 Return To Duty: Employees who are called in to return to duty and report to work for one (1) hour or less, including those released from duty without having to work, shall receive an amount equal to two (2) hours of pay at straight time computed at the regular hourly rate. Any such employee who works more than one (1) hour shall receive appropriate overtime compensation for all time worked.

Sec. 604 EMT PREMIUM PAY: Subject to the following, all safety employees in the Firefighter Unit shall be eligible to receive an Emergency Medical Technician Premium payment equivalent to four and three-quarters percent (4.75%) of the current, top-step Firefighter biweekly base rate of pay, only.

Effective December 10, 2023, subject to the following, all safety employees in the Firefighter Unit, shall be eligible to receive an Emergency Medical Technician Premium payment equivalent to six percent (6%) of the current top-step Firefighter biweekly base rate of pay, only.

A. This payment is to be paid biweekly.

B. Employees who elect to attend a required EMT training program while in an off-duty capacity shall not be entitled to any overtime compensation for time spent attending that program. The District

will hold twelve separate sessions of each such training program. Four will be held during on-duty time for fire suppression employees on each shift. On-duty employees will be allowed to attend any such training program that they may designate while on duty.

This provision shall not apply to employees who are prevented from attending any of the scheduled training programs while the employee is off duty due to industrial leave.

- C. Failure to obtain and/or maintain all required certificates and/or licenses shall result in denial of payment under this section, and shall also empower the District to impose disciplinary action. In addition, after review, the employee may be immediately reassigned without any loss of pay other than the EMT bonus. In lieu of this reassignment, the employee may elect to use paid leave benefits to perform the necessary acts to secure the required certification. Notwithstanding the foregoing, employees currently employed in the classifications of Fire Crew Supervisor, Hazardous Materials Specialist, Fire Prevention Officer – Safety and Fire Equipment Operator who do not obtain certification will not be subject to discipline. However, any such employee who does obtain certification shall then become subject to all the provisions of this Section C.
- D. Benefits potentially due under this section shall not apply to Firefighter Trainees prior to successful graduation from the Academy.
- E. The District agrees to defend any and all employees against any and all civil claims or civil actions relating to the use of defibrillation equipment as required by Government Code section 995, or any other applicable law. In addition, the District agrees to indemnify, hold harmless and pay any judgment or settlement to which the District agrees relating to such employees and such claims as required by Government Code sections 825, 825.2, 825.6, 844.6, and 845.8, or any other applicable law. This section is not intended to expand or limit the District's rights and/or obligations under existing law.

Sec. 605 HIRT TEAM PREMIUM: An employee assigned to the Hazardous Incident Response Team (HIRT) shall receive an HIRT Premium Payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. The payment shall be made biweekly. An employee regularly assigned to the HIRT shall not receive the bonus payment specified in Section 606 below.

An employee who transfers into the HIRT must attain certification as a Hazardous Materials Technician (or its equivalent).

The District agrees to pay the HIRT premium to at least six captains, six engineers and six firefighters.

Sec. 606 HIRT POOL PREMIUM: Employees who have attained certification of at least Hazardous Materials Technician (or its equivalent) shall be eligible to become part of the HIRT Resource Pool (Pool). Members of this Pool will be eligible to work callbacks, mandates, shift-trades, etc. on the HIRT. Any HIRT Pool member shall receive an hourly bonus of \$1.25 (or a pro-rata portion thereof) for each hour spent working on the HIRT. Any employee working on the HIRT due to a voluntary shift-trade shall not be eligible to receive this hourly bonus. Employees shall commit to remain in the Pool for at least two (2) years after acceptance into the Pool. Exceptions to this commitment shall be allowed only upon approval of the Fire Chief.

Effective August 8, 2021, the HIRT Team Premium paid to eligible employees pursuant to this section shall increase to five percent (5%) of their base rate of pay for each hour spent working on the HIRT.

Sec. 607 PARAMEDIC PREMIUM PAY: Firefighters and Firefighter Trainees who have (a) been) licensed as Paramedics by the State of California, (b) attained accreditation from the County Emergency Medical Service Agency, and (c) been assigned by the Fire Chief on a permanent or temporary basis to the Advanced Life Support (ALS) program shall be eligible to receive Paramedic premium pay in an amount equal to 10% of their current biweekly base rate of pay while at Level I. An employee advancing to level II shall receive Paramedic premium pay in an amount equal to 15% of the current top step Firefighter biweekly base rate of pay. An employee advancing to the Preceptor level shall receive Paramedic premium pay in an amount equal to 20% of the current top step Firefighter biweekly base rate of pay. Biweekly base rate of pay is determined by the then applicable compensation schedule referred to in Section 501, and is the equivalent of annual base hourly rate of pay divided by 26 pay periods. These payments are to be paid biweekly. Paramedics shall advance from level I or II within 18 months, unless exempted by the Fire Chief or prevented by circumstances beyond their control.

The Paramedic premium pay shall be in addition to the EMT Premium pay set forth in Section 604.

A Paramedic may withdraw from the ALS program during his/her first three years in the program only with the approval of the Fire Chief, in which case he/she shall no longer be eligible for the Paramedic premium pay. Any Paramedic who intentionally fails to maintain required licensing or accreditation for the purpose of achieving removal from the ALS program is subject to discipline, up to and including dismissal, as well as loss of the Paramedic premium pay. A Paramedic who has completed service in the ALS program for three years or more may opt-out of the program.

Paramedics who suffer a loss of license or reduction of accreditation for reasons other than the inability to qualify because of an industrial illness or injury are not eligible for the applicable Paramedic premium pay until the license and/or accreditation is restored. In no event shall an employee who maintains licensure be reduced below level II Paramedic. Relicensing and accreditation are the employee's responsibility but are subject to overtime compensation by the District under Section 1108.

Only employees in the classifications of Firefighter and Firefighter Trainee who have successfully graduated from the Academy shall be eligible for the Paramedic premium pay described in this section. Employees in other classifications who are licensed as Paramedics are allowed to practice their Paramedic skills on-duty and may attend on-duty continuing education, but are not eligible for the Paramedic premium pay.

Licensed Paramedics in the classifications of Firefighter and Firefighter Trainee shall be eligible to become part of the Paramedic Program at the sole discretion of the Fire Chief. Said Paramedics shall receive Paramedic premium pay as described above with the number of pool participants flexible at the Fire Chief's discretion based upon the program's needs. Firefighter assignments at engine/rescue engine companies that are associated with a Paramedic squad shall be designated as pool paramedic assignments.

Licensed Level II Paramedics who were previously assigned to positions within the ALS Program may be permitted to work overtime in an ALS assignment and be compensated with the paramedic premium pay for time worked in that assignment at the discretion of the Fire Chief or his/her designee.

Fire Engineers and Fire Captains who are State licensed Paramedics and accredited Level II Paramedics by the County of Ventura Emergency Medical Services Agency may be assigned to the ALS Program at the discretion of the Fire Chief and shall be compensated with Paramedic Premium Pay at the rate of ten percent (10%) of their base rate of pay.

Effective August 8, 2021, Fire Engineers and Fire Captains who are State licensed Paramedics and accredited Level II Paramedics by the County of Ventura Emergency Medical Services Agency may be assigned to the ALS Program at the discretion of the Fire Chief and shall be compensated with Paramedic Premium Pay at the rate of fifteen percent (15%) of the current, top step Firefighter biweekly base rate of pay, only.

Sec. 608 **INSPECTION PREMIUM:** Employees who are required to conduct fire inspections outside of their normally scheduled work hours will be compensated for the hours actually spent conducting the inspection including any needed pre-inspection preparation or post-inspection work and drive time. Affected employees shall be compensated for a minimum

of four hours pay in accordance with Article 11, "Overtime", of this agreement.

Sec. 609 URBAN SEARCH AND RESCUE PREMIUM: Effective June 30, 2019, a qualified employee regularly assigned to the Urban Search and Rescue Company (USAR) shall receive a premium payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. This payment shall be made biweekly.

Should an employee who is regularly assigned to the USAR Company be on a leave of absence, another qualified employee may be assigned to the USAR Company to backfill the temporary vacancy at the discretion of the Fire Chief. The employee assigned to backfill the temporary vacancy shall, after serving a full pay-period in the Company, receive the USAR premium during the time that the employee is assigned to the USAR.

Should an employee on a leave of absence continue to receive the USAR premium while on leave, any employee assigned to backfill that vacancy will be ineligible to receive the USAR premium for as long as s/he may backfill such vacancy.

ARTICLE 7 FLEXIBLE BENEFIT PROGRAM

Sec. 701 PLAN OPTIONS: Employees covered by this Agreement may elect to participate in either the "County of Ventura Flexible Benefit Program" (hereinafter referred to as the Flexible Benefit Program) as set forth in the plan document for that program including all applicable supplements or the VCPFA-sponsored Medical Insurance Program. Any employee electing to participate in such program shall be permitted to select, pursuant to the provision of Section 703 below and the plan document, any Flexible Benefit Program option made available to any other represented employee through a County sponsored plan. Once enrolled in a VCPFA sponsored Medical Insurance Plan through the County's cafeteria plan, an employee may only elect to enroll in VCPFA sponsored Medical Insurance Plans thereafter.

Employees currently enrolled in the VCPFA sponsored Medical Insurance Plans and employees hired after July 01, 2009 and covered by this Agreement may only participate in the VCPFA sponsored Medical Insurance Plans.

Sec. 702 DISTRICT CONTRIBUTIONS: The District shall continue to contribute \$432.00 per biweekly pay period on behalf of each employee who enrolls in the Flexible Benefit Program. Effective August 8, 2021, the District's contribution shall be increased to \$482.00 per biweekly pay period.

Effective December 11, 2022, the County's contribution shall increase to \$532.00 per biweekly pay period.

If, as a result of the California Supreme Court's ruling in *Alameda County Deputy Sheriff's Ass'n v. Alameda County Employees' Retirement Association* (2020) 9 Cal. 5th 1032, the Ventura County Employees' Retirement Association (VCERA) determines that all or a part of the County's Flexible Benefits Program contributions under this Article will not be included in compensation earnable for the purposes of retirement benefit calculations for non-PEPRA VCERA members, the County and VCPFA shall, at the request of either party, meet and confer over the effects of that determination.

Sec. 703 ENROLLMENT: An employee, once enrolled in a flexible benefits option or options shall remain in said plan or plans until the next open enrollment period is declared. Such open enrollment shall occur at least once per plan year. The County reserves the right to adjust the Flexible Benefits Plan's option or options rates at any time during the plan year following thirty (30) days' notice to the VCPFA.

Sec. 704 CONTINUATION OF MEDICAL PLAN: Should an employee exhaust sick leave and go on medical or maternity leave of absence without pay, the

District agrees to continue to make its contribution to the health insurance option in which the employee is enrolled for up to sixteen (16) biweekly pay periods. Eligibility under this provision will run concurrently with eligibility under the Family Medical Leave Act (FMLA). The compensation upon which payment of this premium is based shall be the number of hours compensated on the biweek immediately preceding the placement of the employee during medical or maternity leave. This section shall not be applicable to employees receiving compensation pursuant to Section 4850 of the Labor Code. Section 4850 shall determine length of benefit for said employees.

- Sec. 705 LABOR/MANAGEMENT COMMITTEE: The Association agrees that it is in the best interest of the parties to participate in an ongoing review of the current Health Insurance Plans and their designs. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. The District agrees to provide the committee with information such as appropriate utilization and claims experience and other information relative to its health care plans. Such committee shall meet at least quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities and to provide additional options within the cafeteria as deemed appropriate.
- Sec. 706 AUDIT OF HEALTH PLAN: VCPFA agrees to allow the District to audit the books and records of the Association insurance plans at the County's request.
- Sec. 707 HEALTH PLAN INFORMATION: VCPFA agrees to provide the District with the following information upon request by the District:
- A. Present health care and dental premiums.
 - B. A copy of the current health care contract and a sheet or pamphlet summarizing the benefits.
- Sec. 708 HEALTH PLAN REVIEW: Annually and upon any modification to existing benefits, VCPFA shall submit a detailed report of the benefits provided under the Association's medical health plan to the County Director-Human Resources for his review and approval. Authorization by the Board of Directors of the District contribution provided under Section 702 shall be contingent upon the County Director-Human Resources' certification of eligibility.

Within thirty (30) days of receipt of the information required above, the District Director-Human Resources shall either certify the plan, or advise the Association in writing of his denial of certification and the reasons thereof.

The Association plan shall be deemed eligible to receive the District contribution when benefits provided under said plan are at least comparable to those provided under the County-sponsored plan.

Sec. 709 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits Programs, and VCPFA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

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

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

ARTICLE 8 OTHER COMPENSABLE BENEFITS

- Sec. 801 MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicles for District business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the District may be reimbursed with the approval and authorization of the Fire Chief. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever compensation has been received from other sources.
- Sec. 803 UNIFORM/MAINTENANCE ALLOWANCE: On the pay day closest to December 1st of each year, employees in the Firefighter Unit shall receive an annual uniform maintenance allowance of \$1,000, which includes replacement of Wildland and Station safety boots and all employees in the Auxiliary Unit shall receive an annual uniform maintenance allowance of \$925.00. In addition, all employees in the Auxiliary Unit shall receive a boot voucher of \$135.00 on the pay day closest to July 1st of each year.

A new Auxiliary Unit employee shall become eligible to receive a boot voucher of \$400.00 upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the District may have with respect to the provision of safety boots. Upon demonstration of need and approval by the Appointing Authority, an employee may receive an additional \$135 voucher towards the purchase of a replacement pair of safety boots.

Other considerations with respect to uniforms:

1. Employees who terminate District employment for any reason prior to December 1, shall not receive said Uniform Allowance.
2. New employees in the Firefighter Unit, shall receive within the first pay period of employment \$1,700.00 which shall include the cost of their safety boots and dress uniform. If they are hired between July 1 and December 31, they shall not be entitled to the December 1 annual payment for that calendar year. However, if they are hired between January 1 and June 30, they shall also be entitled to the December 1 annual payment for that calendar year. Employees will receive one uniform allowance payment per fiscal year.
3. The District shall continue to provide foul weather uniforms.
4. The District may designate a dress code for all employees assigned to staff functions; provided, however, that any such dress code

shall not become effective until the January 1st following such designation.

5. Employees in the Firefighter Unit are required to obtain and thereafter to maintain a dress uniform as described in the District's Administrative Policy.
6. For employees in the Firefighter Unit, upon employment the District will provide two (2) pairs of "Battle Dress Uniform" (BDU) pants. Upon completion of the Academy the District will provide two (2) additional pairs of BDU pants for a total of four (4) pairs. The District will ensure the employee always has four (4) serviceable pairs and will replace garments damaged and destroyed in the line of duty, or through normal wear and tear on a direct, one-for-one exchange. The District shall retain the right to determine the proper garments for wear in a given situation.

Sec. 804 STAFF PAY: Firefighter Trainees, Firefighters, Fire Engineers, Fire Captains, and Fire Investigation Specialists assigned to a staff function, as determined by the Fire Chief, on a 40-hour work week schedule, shall be eligible for staff pay as follows:

- A. All persons regularly assigned to a staff function shall receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period, in addition to their designated hourly rate of pay.
- B. All persons performing full time seasonal staff functions will receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period in addition to their designated hourly rate of pay.

Effective August 8, 2021, the Staff Pay paid to eligible employees pursuant to the provisions of 804-A and 804-B above shall increase to six percent (6%) of their current base pay. And, Hazardous Materials Specialists, as determined by the Fire Chief, shall be eligible for Staff Pay pursuant to the provisions of this section.

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY

CRITERIA: When employees have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own; and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to Risk Management through the Personnel Bureau.

- A. LEVEL OF REIMBURSEMENT: Glasses, dentures, hearing aids, or other prosthesis and watches will be reimbursed as provided for in Section B.

All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and III. Such a formula will be based on the age, replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by using Tables I and III.

TABLE I

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

LIFE EXPECTANCY RATE			
MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
		11. Uniforms	1.5

For employees represented by the VCPFA, all uniform items listed in Table II which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables II and III. Such formula will be based on the age, replacement cost, life expectancy, and condition of the article at the time it was lost, damaged or stolen. The formula is devised by use of the Tables II and III.

TABLE II

Night Jacket	Standard Uniform Trousers
Optional Uniform Cap	Summer Shirt
Regular Uniform Jacket	Uniform Belt
Regular Uniform Skirt	Uniform Boots
Regular Uniform Trousers	Uniform Shoes
Shoulder Patches - Service Stars	Utility Shirt
Standard Uniform Cap	Utility Uniform Jacket
Standard Uniform Jacket	Utility Uniform Trousers

TABLE III

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

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum payment of two-hundred and fifty dollars (\$250.00).

- B. **AMOUNT OF REIMBURSEMENT:** The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be the replacement cost of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum of two hundred and fifty dollars (\$250.00).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, i.e., minus their jewelry value to a maximum of seventy dollars (\$70.00). They will also be subject to a ten dollar (\$10.00) minimum claim limit.

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

- C. APPEAL PROCEDURE: In the event the employee disagrees with the reimbursement provided by Risk Management, a grievance may be instituted.

Sec. 806 EDUCATIONAL INCENTIVE PAY:

- A. Effective November 21, 2013, qualifying employees shall receive incentive pay equal to the following applicable percentage of their base hourly rate of pay in addition to their base hourly rate of pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Human Resources Division as follows:

1.	Associate in Arts/Science Degree	2.5%
2.	Bachelor's Degree	3.5%
3.	Graduate Degree	5.0%

- B. EDUCATIONAL INCENTIVE - IN GENERAL: No employee shall be eligible to receive more than one level of the educational incentive; an employee shall receive only the highest level of incentive for which he qualifies.

Sec. 807 SAFETY: The District shall furnish all safety equipment which is required by law for employees to perform their job in a safe manner.

Sec. 808

- A. FIRE SERVICE TRAINING: The District shall allow its employees time off without loss of benefits to attend fire service related classes sponsored by the National Fire Academy and the California State Fire Academy when approved by the Fire Chief.
- B. Employees who volunteer and are selected to be trained at District expense for the purpose of providing training to other District employees shall, in order to have the District pay for that training, participate in a training agreement. The agreement shall provide that, following receipt of that training, if the employee declines to provide the agreed upon training of others for at least two (2) years thereafter, the employee shall reimburse the District for the

pro-rated cost of his/her training. Those costs shall be specifically identified in the agreement. The apportionment shall be based upon the ratio of the remainder of the two-year period unserved to two years times the cost of the training. For example, if the employee declines to provide the training of others six (6) months after he/she has received his/her training, he/she shall reimburse the District for 75% of the cost of the training he/she received. If, at the sole discretion of the Chief, such failure is due to reasonable circumstances completely beyond the employee's control, the Fire Chief may dissolve the agreement and thereby forgive the pro-rated reimbursement.

- Sec. 809 FLIGHT INSURANCE: The designated beneficiary of any employee covered by this Agreement who is killed as a result of an on-duty accident while in a District authorized helicopter or fixed wing aircraft shall be entitled to receive \$500,000 life insurance proceeds, with the premiums for such coverage to be paid by the District.
- Sec. 810 REIMBURSEMENT FOR RENEWAL OF CLASS A AND/OR B CALIFORNIA DRIVER LICENSE: Employees required to obtain and maintain any California Driver License other than a Class C (or its equivalent) and any required endorsements may request reimbursement for the difference in costs between the required license (including required endorsements) and the Class C license (or its equivalent). Reimbursement is not to be made for costs incurred when obtaining or renewing a Class C license or its equivalent. The failure to obtain and/or maintain any such required California Driver License (or equivalent) or any required endorsement shall empower the District to impose disciplinary action.
- Sec. 811 REIMBURSEMENT FOR FEES: Paramedics shall be reimbursed for licensing fees and basic course fees directly associated with re-licensing and accreditation.
- Sec. 812 PARAMEDIC SCHOOL SPONSORSHIP: Employees desiring to attend Paramedic training may do so using their own time. With the prior written approval of the Fire Chief, the District will provide the necessary related insurance coverage and employees will be reimbursed for costs of tuition, textbooks, and other associated fees upon successful completion of the course. Employees approved to attend Paramedic training shall have a minimum of two years of experience as a firefighter EMT from the date of graduation from the Fire Academy and will be placed on a 40-hour work schedule for the duration of the Paramedic training program. Employees participating in the Paramedic training program will not be eligible to receive the Staff Pay pursuant to Sec. 804 of this Agreement. Employees who hold a bid spot will continue to maintain the bid position for the duration of the Paramedic training program.

ARTICLE 9 TEXTBOOK AND TUITION REIMBURSEMENT

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

Sec. 902 COURSES ELIGIBLE:

- A. Courses must have a reasonable potential for resulting in more effective District service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his field, or a job field for which there are promotional opportunities within District service.
- E. Graduate courses which are required to receive a job-related Master's Degree are eligible for reinforcement.
- F. Courses must be satisfactorily completed. A grade of "C" or its equivalent is required for reimbursement for non-graduate courses. A grade of "B" or its' equivalent is required for reimbursement for graduate courses.
- G. Job-related seminars, symposiums and workshops offered by the District, professional societies or organizations shall be eligible for reimbursement for employees when approved by the Fire Chief.
- H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education, and Welfare, or the Veteran's Administration, unless otherwise provided in this Article.
- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution, or professional organization. The coursework must be recommended and approved by the Fire Chief.

Sec. 903 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 904 TEXTBOOK AND TUITION REIMBURSEMENT: Subject to the provisions of this Article, the District shall provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of two thousand dollars (\$2,000.00) per fiscal year for all upper division and graduate courses and up to a maximum of eight hundred fifty dollars (\$850.00) per fiscal year for all other courses. To qualify for reimbursement, the courses must be job-related and must have been taken while the employee was off duty. Employees shall be eligible for reimbursement under this section for job-related courses, conferences, and seminars approved by the Fire Chief, which are offered by approved organizations and societies. A list of such organizations and societies shall be reviewed and approved by the Fire Chief and the Director-Human Resources.

General courses not required to obtain a job-related degree, shall not be eligible for reimbursement under this policy unless such general education courses are directly job related.

Sec. 905 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by this program:

- A. Courses must be taken on the employee's own time, on compensatory time, combination leave, educational leave, or administrative leave approved in advance by the Fire Chief. Chief Officers are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost.
- B. However, costs not specifically covered in this program (including transportation, parking fees, lodging, and meals) will not be paid by the District, unless such costs are incurred while attending classes approved by the Fire Chief at the National Fire Academy or the California State Fire Academy, up to the limits of Sec. 904.
- C. Costs for which reimbursement is received from other sources. Except that portions not covered from other sources will be paid by the District up to the maximum provided by this Article.
- D. Conventions are not covered by this reimbursement program.

Sec. 906 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Fire Chief is responsible for the administration of this program. Applications for reimbursement should be received by the District prior to the first class

session. Prior approval of the class to be taken must be obtained by the employee as a condition of reimbursement. An official record of grades and receipts must be received by the District within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the District. New employees, however, will not be reimbursed until they have completed 2,080 hours of compensable service with the District. The County Director-Human Resources may develop such forms and additional procedures which he deems necessary to accomplish the intent of this textbook and tuition program.

ARTICLE 10 HOURS OF WORK

Sec. 1001 STAFF AND CONSTRUCTION HOURS: Employees on staff assignment, fire crew personnel and construction personnel shall work a forty (40) hour, four (4) or five (5) day work week or such other schedule constituting eighty (80) hours in a pay period as determined by the Appointing Authority, excluding lunch which shall be a period of no less than thirty (30) minutes.

Forty (40) hour work week personnel may be temporarily or permanently assigned to a line assigned schedule in order to meet work requirements.

Sec. 1002 LINE ASSIGNED PERSONNEL AND FIRE INVESTIGATION SPECIALISTS:

- A. Firefighter Trainees, Firefighters, Fire Engineers, Fire Investigation Specialists and Fire Captains shall work a shift of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty as determined by the Appointing Authority, and which shall constitute a one hundred twelve (112) hour pay period.
- B. The line-assigned work schedule shall be a three (3) platoon, nine (9) day work cycle, and the pay period shall not be greater than fourteen (14) days.
- C. Line-assigned personnel shall work an average work-week of fifty-six (56) hours.
- D. The beginning and ending of each on-duty shift will be 0800 hours.
- E. Line-assigned personnel may be temporarily or permanently assigned to a forty (40) hour work week schedule or to different currently existing line-assigned schedules in order to meet work requirements. If the Fire Chief elects to exercise this option for the staffing of emergency response resources and the employees are available for emergency response during the meal hours, said employees will be paid for the meal hour time. Example: a fire captain, fire engineer and a firefighter are assigned to a "Forty-hour engine" and the scheduled work hours are from 8 a.m. to 5 p.m., then the crew shall be paid for 9 hours.
- F. If for operational reasons a 56-hour employee is temporarily placed on a 40-hour assignment, the employee, while on the temporary 40-hour assignment, is entitled to any FLSA payment he would have received during his regular 56-hour assignment. An FLSA payment is defined as the 1/2-time premium pay for the 12 hours worked, as defined in Section 1103, in excess of 204 in a 27-day work period.

ARTICLE 11 OVERTIME

Sec. 1101 POLICY: It is the District's policy to avoid the necessity for overtime whenever possible. Overtime work may sometimes be necessary to meet mandated requirements, emergency situations, and seasonal or peak overload requirements. No employee shall receive credit for any overtime unless authorized. Procedures governing the authorization of overtime have been established in accordance with the provisions herein. Therefore, if, in the judgment of the Fire Chief or his designee, callbacks or work beyond the normal work day is required, he may authorize such work and the employee shall be credited with such overtime at the specified rate. Overtime worked or scheduled to be worked shall not be considered as part of the normal work schedule.

Sec. 1102 OVERTIME ACCRUALS

- A. All employees covered by this Agreement working the schedules set forth in Sections 1001 and 1002-E shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of forty (40) hours in a seven (7) day work period. All overtime earned for hours actually worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
- B. All employees covered by this Agreement working the schedule set forth in Section 1002-A shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of two hundred four (204) hours in a twenty-seven (27) day work period. All overtime earned for hours actually worked in excess of two hundred four (204) in a twenty-seven (27) day work period, and for all regularly scheduled hours of work in excess of two hundred four (204) hours in a twenty-seven (27) day work period, shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
- C. Commencing effective July 1, 2003, for all employees covered by this Agreement working the schedule set forth in Section 1002-E, any premium overtime pay for regularly scheduled hours,

e.g., one hour per daily work shift or five hours per week, shall be reported to the Retirement Association as compensation earnable. The District and each employee receiving such premium overtime compensation for regularly scheduled hours prior to the effective date of this Agreement shall pay all appropriate retroactive retirement contributions in connection with this reported compensation earnable.

- D. Employees in the Firefighter Unit assigned to staff positions working in an overtime capacity in a line position shall receive compensation as if the employee were regularly assigned to that line position.
- E. Employees assigned to line positions working in staff positions shall receive compensation as if the employee were regularly assigned to a staff position. This shall not entitle said employee to the staff pay provided in Section 804.
- F. Consistent with the Fair Labor Standards Act and Section 553.31(a) of the Regulations (29 C.F.R. § 553.31), hours worked pursuant to a shift trade shall be excluded in the calculation of the hours worked or deemed to have been worked for which the employee is entitled to overtime compensation and each employee involved in the shift trade shall be deemed to have worked his or her normal work schedule for each shift covered by a shift trade.

Sec. 1103 DEFINITIONS: For purposes of this Article 11, the following definitions shall apply:

- 1. FLSA Overtime Rate: The FLSA Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act.
- 2. Contract Overtime Rate: The Contract Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act but shall not take into account the hourly pay increases (retirement salary offsets) set forth below that were provided in Sections 501-A, B, & C of the previous Agreement between the parties that expired June 2, 2018:
 - A. Thirteen and thirty-seven hundredths percent (13.37%) for each safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.
 - B. Eleven and sixty-five hundredths percent (11.65%) for each classification in the Auxiliary Unit as set forth in Section 401 of this Agreement.

- C. Six and five hundredths percent (6.05%) for each non-safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.

For all classifications covered by this Agreement, personnel assigned to emergency incidents, both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

Sec. 1104 PAY FOR OVERTIME ON TERMINATION: Any employee eligible for overtime who terminates or is terminated shall be paid for the monetary value of his accrued overtime.

Sec. 1105 MANDATES: The District shall make all reasonable efforts to schedule overtime in advance to avoid the necessity of mandating employees to work overtime. No employee shall be mandated to work overtime until the District has fully exhausted its voluntary overtime bid system, and sufficient volunteers are not available.

An employee who has been mandated to work overtime shall receive premium overtime compensation for all time between the actual commencement of the assignment and its conclusion. Likewise, an employee who is mandated to work beyond the expiration of his or her regularly scheduled work shift shall receive premium overtime compensation for all time between the commencement of the overtime assignment and its conclusion.

This provision shall not apply to contractual relationships between employees represented by the Association and private companies whereby those organizations compensate the employee while off duty for performing fire safety services for the benefit of the activities conducted by those entities.

Sec. 1106 Travel Time: An employee who travels from one County worksite to another in order to work a voluntary overtime assignment shall not be entitled to any compensation for that travel time.

Sec. 1107 PAY FOR CONTINUING EDUCATION: Paramedics shall be entitled to premium overtime compensation as defined in Section 1102 for off duty time spent earning Continuing Education Units (CEU), provided that in no case shall the total number of paid overtime hours exceed the number of CEU hours required for relicensing by the State of California and accreditation by the County of Ventura. Paramedics shall complete one-quarter (1/4) of the required two-year CEUs every six months unless exempted by the Fire Chief.

ARTICLE 12 PROMOTIONAL SYSTEM

Sec. 1201 PURPOSE: The promotional system shall be utilized to test the knowledge, skills, abilities, personal qualities, and fitness of persons seeking promotions to determine the best qualified person to be promoted. It shall not result in discrimination against any person because of their race, color, religion, national origin, sex, age, functional limitations, or other non-merit factors.

Sec. 1202 PUBLICATION OF ELIGIBLES: The Director-Human Resources shall furnish to the Association a copy of all eligible lists in connection with promotional examinations to classifications covered by this Agreement, with the eligibles ranked in order and test scores included. In addition, each eligible on the list shall be informed of his/her test score and standing on the list.

Sec. 1203 APPOINTMENTS FROM THE ELIGIBLE LIST: Temporary and regular appointments to all classifications covered by this Agreement shall be made in the manner required by the Personnel Rules and Regulations provided that the selection shall be made from among the three (3) highest standing individual candidates on the applicable eligible list. Where two or more candidates receive an identical score on an examination, the individual(s) with the most seniority with the District shall stand highest on the list for the purpose of this provision. Whenever there is a vacant position the Appointing Authority desires to fill, the Human Resources Division shall certify the highest standing three names plus one additional name, in order of standing, for each additional vacancy.

A new eligible list cannot be created until the prescribed term of the existing eligible list has ended unless either (a) there are no candidates remaining on that list or (b) there are fewer than three (3) candidates and the Association and the District agree to terminate the list prior to its stated expiration date.

Sec. 1204 SELECTION INTERVIEW BY APPOINTING AUTHORITY: Each of the three candidates certified to an Appointing Authority who responds in accordance with Section 808 of the Ventura County Personnel Rules and Regulations to the notification of certification must be interviewed by the Appointing Authority, unless the interview is mutually waived by the candidate and the Appointing Authority. The Appointing Authority shall report to the Director-Human Resources in writing the reasons for selecting the successful candidate and not selecting other eligibles who were certified. The Appointing Authority shall communicate to each candidate who was passed over in favor of an individual standing in a lower position on the eligible list (1) the reasons why he/she was not selected and (2) specific recommendations as to how he/she can enhance the likelihood of being selected in the future. The candidate shall be entitled to

be accompanied by a representative of the Association when the communication occurs. No Appointing Authority shall discriminate against any candidate because of race, color, national origin, religion, sex, age, functional limitation or the exercise of his/her rights under the Meyers/Milias/Brown Act.

Sec. 1205 APPEAL PROCESS: An employee may file an exam appeal in accordance with Section 523 of the Ventura County Personnel Rules and Regulations for any of the following reasons:

- A. Appropriateness or correctness of item(s) in the written examinations; or
- B. Failure to follow proper examination procedures; or
- C. Fraud, favoritism, or other non-merit factors involved in either the promotion or examination process.

ARTICLE 13 COMBINED LEAVE FOR FIRE UNIT EMPLOYEES

Sec. 1301 DEFINITION: For the purposes of this Agreement, Combined Leave shall mean the combination of those hours previously accrued under past Agreements as Vacation Leave and Holiday Leave.

Sec. 1302 USAGE: The Fire Chief or his designee has established a procedure for scheduling an employee's Combined Leave periods. The granting of a Combined Leave period less than the employee's annual entitlement is to be discouraged so that the full benefits of the Combined Leave can be realized by the employee. The number of employees who have accrued a sufficient number of combined leave hours who may be allowed time off with pay on a given day shall be determined in accordance with the Fire District's Combined Leave Administrative Policy.

A. For historical purposes, for line-assigned employees, the following holidays have been included in the Combined Leave accrual rates and shall be scheduled off in accordance with the above paragraph:

1. New Year's Day, January 1
2. Martin Luther King Day, 3rd Monday in January
3. President's Day, 3rd Monday in February.
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, 1st Monday in September
7. Admissions Day, September 9th
8. Veteran's Day, November 11th
9. Thanksgiving Day, 4th Thursday in November
10. The day following Thanksgiving
11. Christmas Day, December 25th
12. Every day appointed by the Governor of the State of California for public fast, thanksgiving, or holiday, when specifically approved by the Board of Directors will add an additional eleven and two-tenths (11.2) hours to each line-assigned, fifty-six (56) hour work week employee's Combined Leave bank.

- B. For historical purposes, for employees other than line assigned, the holidays are as listed in 1302(A), above, plus Lincoln's Birthday, February 12. Those holidays have been included in the Combined Leave bank and shall be scheduled off in accordance with the established procedure, with the following exceptions:
1. For the purposes of this provision, "other than line assigned" is defined as employees assigned to a forty (40) hour work week in a position that is primarily non-operational, not constantly staffed or back-filled when there is a vacancy, and would otherwise not be staffed on the described holidays. Examples of "other than line assigned" include employees assigned to the Fire Prevention Bureau, Training Captains, USAR Officers, Vegetation Management Officers, Haz-Mat Officers and any other position as mutually agreed upon by VCPFA and Fire Management.
 2. Combined Leave shall be taken on the following days:
 - a. New Year's Day, January 1
 - b. Martin Luther King Day, 3rd Monday in January
 - c. Memorial Day, last Monday in May
 - d. Independence Day, July 4
 - e. Labor Day, 1st Monday in September
 - f. Thanksgiving Day, 4th Thursday in November
 - g. Christmas Day, December 25

Any such employee who is required to work on Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day shall still have his combined leave account reduced as if he was absent with pay for any such holiday during which he was required to work but shall receive appropriate overtime compensation for all time worked on any of those holidays.
 3. Every day appointed by the Governor of the State of California for public fast, Thanksgiving, or holiday, when specifically approved by the Board of Directors, will add an additional eight (8) hours to each forty (40) hour work week employee's Combined Leave bank.

Sec. 1303 ACCRUAL: Annual Combined Leave periods are earned according to consecutive biweeks of full-time service, commencing with the employee's

initial hire date, or with the first date of hire of his latest period of District or County employment.

A. Combined Leave credits are earned according to the following:

56 Hour Employees			40 Hour Employees		
Combined Leave Credit Earned/Biweek	Hours of Compensated Service	Years	Hours of Compensated Service		Combined Leave Credit Earned/Biweek
9.04	< 14,560	< 5	< 10,400		6.76
11.19	14,560 but < 32,032	5 < 11	10400 but < 22,880		8.29
11.63	32,032	11	22,880		8.6
12.03	34,944	12	24,960		8.9
12.47	37,856	13	27,040		9.21
12.9	40,768	14	29,120		9.52
13.34	43,680 +	15 +	31,200 +		9.82

B. Combined Leave shall not be accumulated beyond seven hundred (700) hours for fifty-six (56) hour employees and five hundred eleven (511) hours for forty (40) hour employees. Any Combined Leave earned beyond the applicable maximum accrual shall be paid in cash at the current hourly rate.

Sec. 1304 **COMBINED LEAVE REDEMPTION:** After one (1) year service, any employee may elect to redeem up to the employee's maximum annual accrual of Combined Leave credits contained in the employee's Combined Leave bank at the current hourly rate of pay. A request for payment under this paragraph shall not be made more than twice per calendar year. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual combined leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem combined leave hours for cash.
- B. After a qualified election is made, employees may request cash out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of his/her combined leave. The two requests, when combined, shall not exceed an employee's maximum annual accrual of combined leave. Only combined leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for combined leave hours accrued in a prior calendar year are not allowed.

- C. If an employee fails to request payment for the total combined leave hours elected for cash out, the employer shall unilaterally cash out the elected combined leave hours to the extent that an employee has accrued combined leave available before December 31 of the calendar year.
- D. Combined leave hours used for paid time off will be deducted first from combined leave hours accrued in prior calendar years, and last from combined leave hours accrued in the current calendar year.
- E. Employees who are eligible for combined leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem combined leave for pay in the subsequent calendar year.
- F. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem combined leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the auditor-controller's office in its sole discretion.
- G. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- H. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016

or something substantially similar that will not trigger constructive receipt of income from accrued leave.

- Sec.1305 COMBINED LEAVE PAYOFF ON RETIREMENT OR TERMINATION: Any regular employee who terminates or is terminated, shall be paid the base hourly rate of pay for each hour of earned Combined Leave, based upon the current hourly rate of pay in effect for such person on the last day employed.
- Sec. 1306 RATE OF PAY WHILE ON COMBINED LEAVE: While on Combined Leave, employees shall be compensated at the rate of pay they would have received had they been on the job.
- Sec. 1307 ACCRUAL ADJUSTMENTS: Upon re-assignment to a forty (40) hour work week status from a fifty-six (56) hour work week status or vice versa, an employee's Combined Leave balance shall be adjusted proportionally to provide an equivalent amount of time off. All Combined Leave shall be factored either up or down by dividing or multiplying by 1.4 as appropriate.

ARTICLE 14 SICK LEAVE FOR FIRE UNIT EMPLOYEES

Sec. 1401 SICK LEAVE ACCRUAL RATES:

- A. Line Assigned Employees: Sick leave shall be authorized only for regular employees. Every full-time, shift assigned employee shall accrue five and fifteen hundredths (5.15) hours of sick leave with pay for each biweekly pay period of full-time service. A shift assigned employee shall not earn sick leave credit during a biweekly pay period in which said employee is absent without pay for more than one (1) shift.
- B. Forty (40) Hour Employees: Every full-time, staff assigned employee shall accrue three and sixty-eight hundredths (3.68) hours of sick leave with pay for each biweekly pay period of full-time service, except no employee shall earn sick leave credit during a pay period in which he is absent without pay for more than twelve (12) regularly scheduled working hours.

Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: Sick leave shall accrue to a maximum of one thousand, two hundred thirty-two (1,232) hours for shift assigned employees. Sick leave shall accrue to a maximum of eight hundred eighty (880) hours for 40-hour employees. Sick leave accruals in excess of the stated maximum or an employee's individually established maximum as determined on September 5, 1976, shall receive a twenty-five percent (25%) cash pay down for hours over the accrual maximum at the end of each fiscal year. Such pay downs shall be computed at the hourly rate in effect at the time of the request.

Sec. 1403 ADVANCE SICK LEAVE CREDIT: New regular, full-time employees shall receive an advance sick leave credit of thirteen (13) biweekly pay periods as sick leave accrual as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) biweekly pay periods of service or upon earlier separation.

Sec. 1404 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical or dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the department head.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the County Director-Human Resources, a maximum of seventy-two (72) hours for fifty-six (56) hour personnel

or forty-eight (48) hours for other employees of accumulated sick leave credit shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purpose of this section, "immediate family" shall mean; the spouse, parent, guardian, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and registered domestic partner of an employee.

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

Sec. 1405 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department head on the first day of such leave and as often thereafter as directed by his department head. The County Director-Human Resources or the department head may request that a medically trained employee verify the employee's illness or injury by a visit to the employee's residence.

Sec. 1406 PHYSICIANS CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days or three (3) consecutive work shifts may not be entitled to use sick leave credit for his absence on any day after the five (5) days or three (3) shifts unless and until he presents to his Appointing Authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or injury may, at the discretion of his Appointing Authority or the County Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the County Director-Human Resources and shall be at the District's expense.

Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by said employee at the time of such termination irrespective of whether or not such person subsequently re-enters the District service.

Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION: The District shall make cash payment of all unused sick leave as follows:

- A. An employee with 20,800 (40 hour employee) or 29,120 (56 hour employee) hours of service (or any combination of compensable hours equating to 10 years of service) shall, upon retirement or termination, with the exception of discharge for cause, or upon death notwithstanding length of service, receive a cash payment of one hundred percent (100%) of his unused sick leave balance, except that said employee may instead, in lieu of cash payment, elect to be credited for fifty percent (50%) of sick leave accumulated as of the date of retirement and that such sick leave credit be in addition to service credit pursuant to Government Code Section 31641.03. An employee retiring on a service-connected disability will receive a cash payment of one hundred percent (100%) of his unused sick leave balance.
- B. Prior to separation, sick leave accruals of line assigned employees will be converted to a forty (40) hour work week basis and shall be computed upon the hourly rate equivalent to the employee's hourly rate of pay on the last day worked.

A Joint Labor Management Committee will be established to study the ability to contribute the value of sick leave accruals at separation of employment to a post-retirement health plan whereby such contributed funds could be used to pay premiums for medical insurance for the retiree and eligible dependents without being subject to federal or state income taxed and to consider increasing the payout rate above the twenty-five percent (25%). Any agreed upon changes will be implemented as an amendment to this Agreement.

- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: While on sick leave, employees shall be compensated at the same base rate of pay they would have received if they had been on the job.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Accrued sick leave may be utilized by such employee after exhaustion of all Labor Code Section 4850 benefits and until such time the employee has been retired from the District.
- Sec. 1411 SICK LEAVE REPORTING: Employees authorized to be absent from the job due to illness or injury shall report the absence on a straight-time basis. Absence for a full shift of a line assigned employee would constitute using twenty-four (24) hours of sick leave.
- Sec. 1412 ACCRUAL ADJUSTMENT: Upon reassignment to a forty (40) hour work week, an employee's sick leave accrued on a non-forty (40) hour work week shall be adjusted proportionately downward to provide an equal amount of time off. Upon reassignment to a non-forty (40) hour work week status, the employee's sick leave time accrued on a forty (40) hour

work week basis shall be adjusted proportionately upward to provide an equal amount of time off.

ARTICLE 15 INDUSTRIAL LEAVE

Notwithstanding any other provisions of this Agreement, payment of industrial disability compensation salary for absence caused by a work-related injury or work-related illness shall be governed by the applicable section of the Labor Code of the State of California. The District shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments unless required by Federal or State law. In the event sick leave has been used prior to the Labor Code Section 4850 payment, the District shall not be required to reimburse any withholding taxes from said sick leave.

ARTICLE 16 LEAVES OF ABSENCE

Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the Appointing Authority not to exceed one (1) year where such leave is in the best interest of the District. Additional leave for the same purposes may be granted by the County Director-Human Resources with the concurrence of the District. This section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

It is the intent of the parties to fully comply with the mandated minimum requirements of both the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Any leave granted pursuant to this Article shall run concurrent with, any leave granted pursuant to the FMLA, USERRA or CFRA.

Sec. 1602 NO LOSS OF RIGHTS OR BREAK IN SERVICE: Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in District Service.

Sec. 1603 RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave of absence may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the District. However, employees are responsible for reporting to work promptly following the last day of said official leave of absence.

Sec. 1604 BEREAVEMENT LEAVE: An employee may be absent for up to forty-eight (48) hours for fifty-six (56) hour personnel or twenty-four (24) hours for other employees without loss of pay because of the death of the employee's spouse, registered domestic partner, parent, step-parent, guardian, brother, step-brother, sister, step-sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an employee. This entitlement is separate from sick leave and should not be charged to sick leave.

Such absences must be taken within one (1) year from the event date and may be taken in full-day increments only. When circumstances require absence in excess of the time allowed, the Appointing Authority may allow, with Human Resources Battalion Chief approval, the use of an additional bereavement leave day, accrued combined leave, compensatory time off, or one (1) shift or day of sick leave.

Sec. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the Appointing Authority requests, the determination may be made by the District's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy;
- B. The District physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the District; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A six (6) month leave of absence without pay may be granted by the Appointing Authority, and an additional six (6) months may be granted upon showing of exceptional circumstances.

ARTICLE 17 PERFORMANCE REVIEWS

- Sec. 1701 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the County Director-Human Resources. One copy of each fully completed and signed report shall be given to the employee. Performance evaluations shall be completed at least semi-annually during the probationary period on new employees.
- Sec. 1702 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluations period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the supervisor's comments. Space will also be provided so that employees may sign and give related comments of their own relative to the performance evaluations. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department head, or the County Director-Human Resources. If no space is available on the performance evaluations form, the employee may add an attachment.
- Sec. 1703 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, Appointing Authority, County Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that his representative may inspect such evaluations.
- Sec. 1704 CHANGING OF PERFORMANCE EVALUATION FORM: A performance evaluation shall not be changed, modified, or altered after the employee has signed the performance evaluation without the employee's knowledge. In the event that a supervisor desires to change, modify or alter an employee's evaluation after the employee has signed the evaluation, the supervisor must set forth the reasons for the change, modification or alteration in writing as well as highlight on the performance evaluation the change, modification or alteration and the employee shall initial the change acknowledging awareness of the change.

ARTICLE 18 PERFORMANCE PROBLEMS

- Sec. 1801 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, the employee's first-level supervisor shall provide informal counseling. A documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Such documentation shall not be placed in an employee's personnel file.
- Sec. 1802 UNFAVORABLE REPORTS ON PERFORMANCE (WRITTEN REPRIMANDS): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. For EMS related issues, input may be obtained from the EMS Captain. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof. A copy shall be given to the employee and a copy filed in the employee's personnel file. Provided no additional reports have been issued during the intervening period, the unfavorable report shall be removed from the employee's file at the end of two (2) years. All reference to such unfavorable performance shall be removed from the employee's personnel file.
- Sec. 1803 IMMEDIATE DISCIPLINE: This Article shall not operate as a bar to reprimand, immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct warrants such action and where such action is permissible under law.
- Sec. 1804 INVESTIGATIONS: In the event allegations are received regarding possible misconduct by an employee, an investigation regarding such allegations shall commence no later than twenty-one (21) days after knowledge of the allegation.
- Sec. 1805 STATUS CHANGE IN CALIFORNIA DRIVER LICENSE: As soon as an employee is aware the status of his California Driver License is going to change, the employee is required to immediately notify Fire District Management.

ARTICLE 19 PROBATIONARY PERIOD

Sec. 1901 LENGTH OF PROBATIONARY PERIOD: The probationary period for Safety Members is twenty-six (26) pay periods, which equals two thousand, nine hundred twelve (2,912) hours exclusive of overtime. The probationary period for non-safety members is thirteen (13) pay periods, which equals one thousand, forty (1040) hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

Sec. 1902 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

- A. Newly hired employees
- B. Employees who are promoted
- C. Persons appointed from District service reinstatement eligible lists

Prior service in an extra help, intermittent, or provisional status shall not be considered part of the probationary period.

Sec. 1903 EXTENSION OF PROBATIONARY PERIOD: Employees serving probationary period may request and the Fire Chief may authorize, or the Fire Chief, of his own initiative, may authorize an extension of the probationary period of an additional 112 to 1,456 hours of compensable service in 112 hour increments for 56 hour employees and 80 to 1,040 hours of compensable service in 80 hour increments for 40 hour employees where insufficient training, marginal performances and other related factors warrant such extension. The Fire Chief shall notify the County Director-Human Resources and the employee of any extension and the reasons therefore.

Where the District is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probationary period. Upon request of the employee, the District shall consult on such extension with the employee and the Association.

Sec. 1904 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the District has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the County Director-Human Resources at least ten (10) days before the end of the probationary period. The County Director-Human Resources shall notify the District immediately in writing of any misrepresentation of fact or false statement made by a probationary

employee relating to that employee's obtaining employment with the District.

Sec. 1905 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the District service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period;
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion; or
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period had not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 20 PHYSICAL EXAMINATIONS FOR FIRE UNIT EMPLOYEES

Sec. 2001 PHYSICAL EXAMINATION:

- A. A physical examination shall be made available as provided below. The content and extent of the examination for each individual shall be determined by the County Director of Employee Health Services. The profile of the examination shall be maintained by the Employee Health Services Unit.
 - 1. Ages 18 through 39 - every two (2) years during the same month as the DMV required physical.
 - 2. Age 40 through retirement - each year during the same month as the DMV required physical.
- B. All employees who come in contact with any hazardous/toxic material shall be subject to medical evaluation and surveillance as required by OSHA.

Sec. 2002 PRESUMPTIVE CONDITIONS: When, as a result of the examination provided under 2001, above, the County's Employee Health Services Physician advises that diagnostic testing to determine the existence of "presumptive" related problems should be conducted and such benefits are not payable under Worker's Compensation laws, the District agrees to pay the cost of said testing.

Sec. 2003 SCHEDULING OF EXAMINATION: Examinations shall either be scheduled during on-duty time, or at the employee's option, on an off-duty day.

- A. If on-duty, the employee shall arrange for his own coverage. Should his coverage cancel, the employee will work that day and management will re-schedule the examination for another day. Examinations shall be scheduled at least thirty (30) days in advance, and shall be placed on the callback roster for voluntary callbacks.
- B. If off-duty, the employee shall be compensated on a straight-time basis for actual hours utilized. If the employee fails to keep his appointment for any reason other than good cause, the employee shall forfeit the pay and shall be required to take the physical examination off-duty and without compensation.

Sec. 2004 PHYSICAL FITNESS: The physical fitness program currently in existence shall be continued by the District.

ARTICLE 21 PERSONNEL FILE

Sec. 2101 EMPLOYEE KNOWLEDGE OF MATERIAL PLACED IN PERSONNEL FILE: Personnel files are privileged information. No material with the exception of those items listed in Sec. 2102 shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof.

Sec. 2102 EXCLUSIONS: The following items are excluded from official notification:

1. Time Card Balance Sheet (4 year card)
2. Name, Address or Telephone Change
3. Personnel Action Form
4. Payroll Supplement
5. Certificates
6. Performance Review (signed)
7. Maintenance Physical Data Sheet
8. First Report of Injury
9. Worker's Compensation Benefit Sheet
10. Outside Employment Approval Form
11. Accident Review Board Report
12. Ventura County Employee Personnel Record (card)
13. Verification of Employment
14. Check stubs from Risk Management
15. Damage/Loss Report
16. Separation Form
17. Additional Pay Action Form

Sec. 2103 EMPLOYEE PERSONNEL FILES: With the exception of confidential items such as reference letters, all employee personnel files official or unofficial maintained by the District, County or the department will be open for inspection by the Civil Service Commission, the Director-Human Resources (or designated members of his staff), departmental executive staff, the employee, or his authorized representative, designated in writing, at the employee's request during business hours. A copy will be provided to the individual within five (5) days of his request. The cost of producing such materials shall be shared equally. There shall be one (1) official personnel file, which shall be maintained by the County Human Resources Division.

ARTICLE 22 ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: Employees covered under the provisions of this Agreement may participate in the County's Deferred Compensation Program.

- A. Employees may participate in the County's 457 Deferred Compensation Plan. Participation in said plan shall be subject to the rules and regulations applicable to the plan.
- B. Employees may participate in the County's 401(k) Shared Savings Plan. Employees may elect to contribute a percentage of their compensation into the plan within the limits set forth in Section 301 of the plan.
- C. Employees in the Auxiliary unit covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay and the District shall match one and one-half percent (1.5%).

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

- D. Effective August 7, 2022, employees in the Fire Unit covered by this agreement may participate in the County's Deferred Compensation 401(k) Plan. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay and the District shall match one and one-half percent (1.5%).

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the pay of an employee for an absence from work when subpoenaed to appear in court or at a deposition or other judicial or administrative proceeding as a witness, other than as a litigant, in a matter pertaining to any event or occurrence arising during the course and scope of the performance of duties as a sworn firefighter. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee.

Sec. 2203 JURY SERVICE: No deductions shall be made from the pay of an employee absent from work when required to appear in court as a juror for petit jury panels for Municipal and Superior Courts. When possible to do

so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. Mileage and other actual expense reimbursement received as a result of service as a juror may be retained by the employee.

Sec. 2204 SHIFT TRADES: Shift trades shall be accomplished in accordance with the provisions of Administrative Policy 11202 in effect on the date of this agreement, a copy of which is attached as Appendix B, or as mutually amended by the County Executive Office, the Fire District and VCPFA.

Sec. 2205 EMERGENCY FEEDING: Every attempt shall be made to provide meals for employees engaged in emergency activity at intervals not to exceed six (6) hours.

Sec. 2206 VOTING: If an employee lives outside of their engine company area, they should make arrangements to vote with an absentee ballot. If he/she is working on Election Day, they should have voted prior to reporting for work. Where an employee is working as a result of a callback, they shall be allowed time off to vote without loss of benefits.

Sec. 2207 TRANSFERS: Transfer requests will be considered after one (1) and two (2) year time limitations at assignments. Any changes must be made in writing. Transfer requests will be granted on a seniority basis.

A. Procedures: The Fire District has established procedures for the transfer and reassignment of employees. The Fire District may process transfer requests on an as needed basis and this will occur, at a minimum, on a quarterly basis. In addition, transfer requests shall be processed whenever a Firefighter Trainee has been promoted to the classification of Firefighter. Transfer request shall be made on VCFD #39 in accordance with instructions in the "Procedure Manual for Report Forms".

Transfer Selection Date: Transfer cards must be submitted and transfer requests will be processed in accordance with the schedule published by the District.

Note: Preferences must be shown. All changes will require submittal of a new Form #39. All form #39's will be date stamped by the receptionist at headquarters. The following requests will not be recognized by the administration:

1. Requests received after 5:00 p.m. on the designated closing date.
2. Requests having no date stamp, thus precluding telephone and/or verbal corrections of VCFD #39.

3. Personnel who have not fulfilled their time limit at present requested assignment.
- B. Expiration date of Form #39: On December 31 of each year, all requests for transfer will have expired. Individuals who want to remain eligible for transfer must submit new cards.
- C. Time Limitations at Assignments: The effective date of assignment shall be the date stated in the HR Bulletin announcing reassignments. Employees will first become eligible for transfer in the same quarter as that of the previous year in which the current assignment was bid. This is regardless of whether a full 365 days have been completed at the current assignment. In the case of a 2-year commitment, employees will become eligible in the same quarter of the second year.
 1. Line Assignments:
 - A. Engine & Truck Companies: One continuous year.
 - B. Hazardous Incident Response Team (HIRT): Two continuous years upon completion of requisite training to the Technician level or equivalent. (TA 9/03/03)

Exceptions: Personnel who have previously met the two-year commitment and have maintained "HazMat" technical certification shall only be required to make a full one-year commitment upon a reassignment to HIRT. In the event an employee assigned to the HIRT has not been trained to at least the HazMat Technician level within the first twelve (12) months of his/her assignment, that employee shall be released from the two (2) year commitment. Any other exception must be approved by the Chief and/or his authorized designee.
 2. Staff: Members assigned to staff functions shall remain at an assignment for a minimum period of one (1) year before being eligible for a transfer. Any exception must be approved by the Fire Chief. Persons not filling an assignment of their choice will not be held to these limits. The provision requiring a one-year commitment was modified in July 2010 from a previous requirement for a two (2) year commitment. At the conclusion of this agreement, the staff time commitment will be reevaluated and automatically revert to the previous two (2) year requirement unless there is mutual agreement by both parties to continue at one (1) year.

Members transferring into a staff assignment may, at their discretion, retain the right to return to their previous field assignment at the completion of their one (1) year commitment, provided that they held "bid rights" to that assignment at the time they transferred into staff.

With the mutual agreement of the VCPFA and Fire District management, the time period associated with this provision may be extended up to eighteen (18) months for the purposes of completing specialized project work where a reassignment would significantly disrupt completion of the project.

3. Mutual transfers: Members of equal rank may request a mutual transfer. Such requests shall be submitted to the Operations Bureau, which will route the request to the appropriate member(s) of department management, who will act upon said request according to the policies set forth herein and must meet time eligibility requirements. Mutual transfers may be denied and/or reversed by joint action of the District and VCPFA to avoid unfair manipulation of the remaining provisions of this section.

Mutual transfers shall not be allowed between staff and line assigned personnel or staff and staff assigned personnel or when one or both parties are within three (3) bid cycles of retirement notification. Mutual transfers are permitted between 56-hour line-assigned personnel and 40-hour engine personnel.

4. Special Assignments: The District may assign a line employee to an assignment and schedule other than that specified by Section 1002 in order to perform a special project for up to one hundred eighty-two (182) days. If the employee and the District both agree to extend the assignment beyond the 182-day period, on the day thereafter the employee's station position shall be considered vacant and subject to the transfer procedure set forth in this section. The benefits set forth in Section 2207-D shall not be available to an employee agreeing to remain in the special assignment beyond 182 days.

Special assignment to the Wildland Fire Crew Section will be for the length of declared fire season and such employees shall not have their permanent assignment considered vacant.

5. No-Choice Assignments: A regular vacancy that is filled by an employee who did not request the assignment through

the transfer process is considered a no-choice assignment. Commencing with the effective dates of the assignment and for up to six months, such assignments will continue to be advertised and are subject to bid. If no one has transferred into this assignment within six months, the vacancy is no longer open for bid and will no longer be advertised. Additionally, the individual filling the no-choice assignment will become permanently assigned and can no longer be bumped. No-choice assignments are not held to the time limitations as stated above.

- D. Reductions in allocations or displacement: Reduction in allocations or displacement: Preference will be given to those individuals forced to transfer due to either a reduction in personnel or displacement. Those affected will be placed at the top of the seniority list in the order they are displaced - "first displaced, first placed." Upon notification to the Ventura County Professional Firefighters Association from the Fire Chief that a position will require displacement, any employee who subsequently transfers into that position will not be eligible for the preference described above.
- E. Firefighter Trainees and Training Positions - Two (2) firefighter positions in each battalion shall be designated as trainee positions at the discretion of District management. Once a designation is made, the firefighter with the least amount of seniority within the company to which the designated position is assigned shall be displaced for a period of no longer than nine (9) months and shall not be displaced again, as a result of this provision, for a period of twelve (12) months following the conclusion of the displacement period. The temporarily displaced employee shall retain the right to the assignment when it is not filled by a trainee, with no loss in assignment minimum time limits for purposes of requesting transfers. No firefighter trainee shall be allowed to utilize the procedure(s) set forth in the foregoing subsections of this section.
- F. The foregoing transfer procedure shall not be available to entry level employees who have not yet completed their initial probationary period. Those individuals may be reassigned at the sole discretion of the District management, provided, however, that if such a reassignment is deemed necessary, the individual will be reassigned to a vacant position for which no other employee has submitted a transfer bid. If no such vacant position then exists, the individual will be assigned to a vacant position for which a transfer bid is pending, provided that such transfer bid shall be honored as soon as the reassigned probationary employee has either successfully completed probation or been removed from that position. If no such vacant position then exists, the District

management shall make every effort to accomplish the reassignment through a voluntary trade before displacing a regular employee. If no trade can be effectuated, the reassignment must displace the least senior regular employee in the desired battalion.

- G. Notwithstanding the foregoing transfer procedure, District management shall have the exclusive right to reassign employees on a temporary or permanent basis, whichever is appropriate, (1) to resolve issues of employee incompatibility, (2) on a temporary basis in instances of sub-standard job performance so as to provide an opportunity for the employee to be evaluated independently or receive additional training, (3) to balance staffing needs throughout the District on a temporary basis because of a disproportionate number of vacancies within a battalion/shift and (4) to cause the most qualified person to occupy a particular assignment which requires specialized knowledge, skills or abilities, such as the Hazardous Materials Team or the Urban Search and Rescue Team, where there are no qualified volunteers for the assignment. Whenever possible, the reassigned employee shall be moved to a vacant position or a position that is occupied by an individual who has submitted a transfer request for the position that would be vacated by the reassigned employee. If no such position is then available, every effort will be made to move the reassigned employee to a position, which another employee has voluntarily agreed to vacate in order to accomplish the reassignment. If there are no vacant positions or volunteers, as described above, the reassigned employee will displace the least senior person in his/her classification at a different location within the same battalion unless there is an issue of incompatibility which is so serious that the employee needs to be reassigned to a different battalion, in which case the reassigned employee will displace the least senior person in his/her classification outside of the battalion.
- H. The transfer procedure described above shall not be applicable when filling either staff assignments or specialty operation assignments for which employees are volunteering. In those situations, each individual who has volunteered for the position or assignment shall be entitled to be interviewed by the appointing authority and each employee not selected shall be afforded the same information and opportunities as that provided to eligible candidates for promotions who have been "passed over" as described in Section 1204.

Sec. 2208 ALTERNATIVE TRANSPORTATION & PARKING: At the discretion of the Fire Chief, employees assigned to work at headquarters may be required to utilize alternative forms of transportation to come to work and/or to pay for parking at District facilities.

ARTICLE 23 LAYOFF PROCEDURES

- Sec. 2301 PURPOSE: To provide a means by which employees are to be demoted or laid off in the event a reduction in force occurs.
- Sec. 2302 LAYOFF PROCEDURE: Employees shall be laid off in the following order within the affected classification(s)/rank(s):
- A. Extra-help employees
 - B. Provisional employees
 - C. Limited term employees
 - D. Regular employees
- Sec. 2303 DETERMINING LENGTH OF SENIORITY: Seniority is established by using the following criteria in the order listed:
- A. Classification/rank of personnel: The seniority list is compiled to show seniority by classification/rank.
 - B. Tenure at present class/rank: Tenure shall begin on the date a person is promoted to a classification/rank and shall encompass the probationary period and any time served in a higher classification/rank; except that the time worked as temporary or acting in the classification/rank will not be considered when establishing seniority. (Except as mentioned in Section 517(B) of this Agreement as relates to salary and probation hours needed adjustment upon temporary promotion.)
 - C. Seniority: Effective July 1, 2009, if two or more employees are promoted on the same day, their respective seniority shall be based upon their respective length of service in their classifications of Firefighter (including Firefighter Trainee) and all higher classifications.
 - D. Tenure with the Ventura County Fire Department: Tenure shall begin on the date a person is employed in any regular position with the District and shall encompass the probationary period.
 - E. Certified standing: In the event that a tie exists between two (2) or more persons after considering the above criteria, the next consideration will be the person's final examination score on the certified eligibility list that determined their classification/rank.
 - F. Judgment of the Fire Chief: Any additional criteria as to seniority shall be at the judgment of the Fire Chief.

1. Employees on authorized leave of absence shall not be considered a break in service for determining length of seniority, except that time not on the job shall be deducted; notwithstanding that military leave of absence, from the District, shall not be deducted from total seniority.
2. When an employee terminates and is re-employed within two (2) years of said employee's termination date, the employee shall retain credit for prior service. When the period of absence exceeds two (2) years, no credit for prior service will be given for the purpose of establishing seniority.

Sec. 2304 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off will be made within the District on a class/rank by class/rank basis. The Appointing Authority shall designate the class(es)/rank(s) to be affected. The order of layoffs shall be consistent with Section 2302 of this procedure, based on the reverse order of seniority.

Upon certification by the department/agency head and approval by the Director-Human Resources and the Association that an employee possesses unique skills, knowledge and abilities required by the Department to meet its public service function, and in consideration of the County's Affirmative Action Plan, said employee shall be exempt from the aforementioned seniority provision.

Sec. 2305 TRANSFER IN LIEU OF DEMOTION: A regular employee who is to be laid off may transfer and/or voluntarily demote and transfer to any vacant position for which they qualify. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers.

Sec. 2306 DEMOTION IN LIEU OF LAYOFF: If a regular employee, who is to be laid off, does not transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class/rank within which that employee previously held status. If that regular employee has not previously held permanent status in the classification/rank to which said employee must demote, then that employee must serve a regular probationary period in that new class/rank. There does not need to be a vacant position within the class/rank for an employee to exercise this right. If, as a result of the exercising of this right, layoffs must occur in the class/rank to which that employee demoted, then such layoff shall be made in accordance with the provisions of this Agreement. (NOTE: All employees demoted involuntarily to a lower classification/rank will be paid in the lower class/rank in accordance with Section 508 of this Agreement.)

Sec. 2307 REINSTATEMENT:

- A. Employees demoted as a result of this demotion procedure, as outlined above, shall have their names placed on a Classification

Reinstatement List, in the order of their seniority, as determined by Section 2303 of this procedure.

- B. Employees within positions represented by the Association will be the first to be offered such vacant positions within the District, unless the individual's name has been removed from the eligible list in accordance with the provisions of Section 716 of the Personnel Rules and Regulations.

Sec. 2308 RE-EMPLOYMENT:

- A. All regular employees and all probationary employees who are laid off as a result of the procedure outlined above, shall have their names placed on a Re-employment list in the order of their seniority, as determined by Section 2303 of this procedure.
- B. Employees within the positions represented by the Association will be the first to be offered such vacant positions, unless the individual's name has been removed in accordance with the provisions of Section 716 of the Personnel Rules and Regulations, prior to an open or promotional recruitment.

Sec. 2309 DURATION OF REINSTATEMENT AND RE-EMPLOYMENT LISTS: The eligibility of individuals on the lists described in Section 716 above shall extend for a period of two (2) years from the date of demotion or layoff, except that eligibles not responding to written notification of an opening within ten (10) calendar days shall have their names removed from the eligible list.

Sec. 2310 RESTORATION OF BENEFITS:

- A. Sick Leave: For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are re-appointed. Whenever a person becomes ineligible for re-employment and such person has not been re-employed, then, if at the point of layoff, such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Item 12 of the Ventura County Firemen's Association 1976-1978 Memorandum of Understanding.
- B. Seniority: For laid off employees, upon re-employment such employees shall have their seniority status held immediately prior to layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay for seniority purposes.
- C. Rate of Pay: Laid off employees who are re-employed or demoted employees who are reinstated to the classification/rank demoted from shall receive a rate of pay equivalent to that which they were

receiving immediately prior to layoff or demotion, or the maximum of the pay range of the classification/rank, whichever is less, upon re-employment or reinstatement.

- D. Educational Incentive: For those employees receiving educational incentive payment at the time of layoff, upon re-employment, such employees shall be eligible to receive educational incentive.
- E. Demotion: Employees involuntarily demoted due to reduction in force shall retain their merit increase hours needed; upon being reinstated to the classification/rank they shall be entitled to any merit adjustment they would have received had they not been demoted; said increase shall become effective no sooner than the date of reinstatement to the previously held classification/rank.
- F. Combined Leave Accrual Rates: Laid off employees who are re-employed shall have the combined leave accrual rate they held immediately prior to layoff restored.
- G. Merit Increase Hours Needed for Purposes of Merit Increases: Upon re-employment, a laid off employee's merit increase hours needed shall be adjusted in accordance with the provisions of Section 510 of this agreement.
- H. Retirement Contributions: Upon re-employment, laid off employees shall not be required to re-deposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to re-deposit said funds to the retirement system.

ARTICLE 24 NON-DISCRIMINATION

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, functional disability, or other non-merit factors.

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

**ARTICLE 25 PURCHASE OF RETIREMENT CREDIT
FOR PREVIOUS MILITARY SERVICE**

Sec. 2501 PURPOSE: To provide a means by which certain employees of the District may purchase retirement credit for previous military service.

Sec. 2502 ELIGIBLE EMPLOYEES: Pursuant to the provisions of California Government Code Section 31641.95, and California Government Code Sections 31470.7, 31478, 31479, 31480, 31641.1, 31641.2, 31641.3, 31641.4, 31641.8, and 31641.9 authorizing the purchase of retirement credit for previous military service is hereby adopted.

ARTICLE 26 ASSOCIATION REPRESENTATION

Sec. 2601 OFFICERS AND REPRESENTATIVES: The District shall recognize the officers and elected representatives of the Association. The Association shall keep management advised in writing of its officers and representatives.

Sec. 2602 TIME FOR ASSOCIATION BUSINESS: Consultation and negotiation with the recognized employee bargaining unit will normally be conducted during regular working hours, with reasonable time being granted Association representatives without loss of benefits, in connection with officially requested or approved consultations or meetings with management officials. Upon prior notification to their work supervisors, Association representatives shall be allowed to participate in the following numbers and activities while on duty:

<u>NO. OF REPRESENTATIVES</u>	<u>ACTIVITY/FUNCTION</u>
5	Negotiations with District negotiation team
3	Scheduled meetings with District management
1	Board of Directors meetings for agenda items directly affecting them
1	Civil Service Commission meetings
-	In numbers mutually agreed to for the purpose of joint management-VCPFA committees

Sec. 2603 MEETINGS AND CONFERENCES: Employees on duty will continue to receive pay at board of directors and membership meetings scheduled at reasonable intervals of time. At the beginning of each fiscal year the annual amount of Association Leave Hours shall be mutually agreed upon prior to use. Association Leave shall be made available to the Association Representatives for purposes of conducting general Union business, attending Association meetings and employee relations conferences offered by colleges, universities, the international association of firefighters, or similar recognized institutions, associations and unions. Allocation of Association leave hours will be at the sole discretion of the VCPFA President.

Authorization of such leave shall be conditional upon prior notification. Notification shall be made to the roster station and the employee's supervisor as soon as reasonably possible. Association board members will make every effort not to disrupt regular company operations.

- Sec. 2604 PERMISSION TO PERFORM ASSOCIATION BUSINESS: Association representatives are authorized reasonable time during on-duty hours to process employee complaints, grievances, and to conduct negotiations with management at the local level. All Association representatives must obtain permission one (1) shift in advance, except that in an emergency they must obtain prior permission to leave their station or worksite for the purpose of any business conducted during on-duty hours. The District shall not unreasonably withhold permission and the representatives will account for their time as requested by management; the Association will, however, safeguard against excessive time. The activities of Association battalion representatives shall be limited to the battalion he represents as designated by the Association.
- Sec. 2605 LIMITATIONS ON BUSINESS ACTIVITY: Association representatives shall not use their official Association position for matters outside the scope of this Agreement and will conduct their business with dispatch. Time used during normal on-duty hours will be with the knowledge and approval of appropriate supervisor. The District shall not unreasonably withhold permission.
- Sec. 2606 BUSINESS ACTIVITY BY NON-EMPLOYEE REPRESENTATIVES: Designated Association representatives not employed within the District shall be permitted to visit stations for a reasonable time to discuss grievances or other matters relative to an employee's employment relations with the District. The representative shall advise the appropriate Captain of the visit prior to such visitation. It is understood that such visits will not disrupt their work programs or result in any loss of employee production. Visitations for general discussions are permissible and shall be conducted during lunch or after 5:00 p.m. Under no circumstances shall a visit interrupt emergency duties, training sessions, fire prevention activities, or other duties not of a routine nature. It is understood that solicitation or membership drives will not be conducted during these visitations.
- Sec. 2607 DUES DEDUCTIONS:
- A. Within two full pay periods following adoption of this Agreement, and by January 1st of every year thereafter, VCPFA shall provide the County Auditor-Controller with an "authorized deduction" report which, as of the date of the report, certifies all those bargaining unit members who have clearly and affirmatively authorized the deduction of Association membership dues and other deductions and the deduction amounts as of the date of the report.
 - B. VCPFA shall provide written notification to the County Auditor-Controller of new dues authorizations and/or revocations promptly after receipt. Such written notification shall, at a minimum,

identify the employee(s) by name and their District identification number.

- C. Once received, the County Auditor-Controller shall make the membership dues and other applicable deductions from the employees' paychecks and remit such itemized deductions to VCPFA via Electronic Funds Transfer (EFT) within ten (10) working days of each payday. The Auditor-Controller shall also provide the breakdown of each amount remitted (i.e., membership dues) in Excel format to an email address provided by VCPFA, within ten (10) working days of each payday.
- D. VCPFA shall indemnify, defend, and hold the District, its officers and employees, harmless from any liability that may result from making, canceling, or changing deductions for which VCPFA was responsible for providing written notice to the District under this section. This is not intended to limit or waive any other remedies the District may have under law.

Sec. 2608 ASSOCIATION-SPONSORED DEDUCTIONS: In the event the Association wishes to utilize a new payroll deduction code for an Association-sponsored activity, the Association shall make a request of the County Auditor-Controller. Dependent upon the availability of additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, the Association shall pay in advance to the County Auditor-Controller the sum of \$950.00 for activating the code.

Sec. 2609 HOLD HARMLESS CLAUSE: The Association shall agree that the District and County be held harmless with regard to any mistakes or misuse arising out of the use of Association sponsored deduction codes including dues check off and Association sponsored insurance.

Sec. 2610 COMMITTEES:

- A. The Association recognizes that from time to time the District, in order to more efficiently manage the fire district, will convene certain committees for the purpose of investigating and recommending a course of action to the Fire Chief. The District, recognizing the importance of the Association's input, agrees that at least one Association member designated by the President shall be a member of each said committee.
- B. The District and the Association jointly agree that it is in the best interest of both parties to maintain the committee process.

The department head shall forward to the Association all proposed rule and regulation, Administrative Policy Guide or any change to them, at least 30 days prior to their proposed implementation.

Any rule, regulation, or policy, which affects wages, hours, working conditions are subject to the "meet-and-confer" process, as established by state law. The committee will meet as often as needed to discuss all proposals. Once a proposal has been agreed to, the master copy of the proposal will be signed by both parties. If agreement cannot be reached, the proposal will be deferred to formal "meet-and-confer" sessions for a successor Memorandum of Agreement. Once a proposal has been agreed to, it shall be provided to all work sites within two (2) weeks.

Sec. 2611 EMPLOYEE LISTS: The District shall furnish the VCPFA a listing of all employees and their classifications on a quarterly basis.

ARTICLE 27 GRIEVANCE PROCEDURE

Sec. 2701 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees concerning the application or interpretation of:

- A. The terms of this Agreement;
- B. Existing written policies affecting an employee's terms and conditions of employment;
- C. Written reprimands, which shall not be subject to the provisions of Article 23 of the Personnel Rules and Regulations or reviewable under any administrative procedure other than this grievance procedure.

Sec. 2702 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2701, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals, which shall be governed by the provisions of Article 29 Disciplinary Arbitration.
- B. All appeals arising from examinations, which shall be considered by the Civil Service Commission in accordance with its Rules and Regulations.
- C. Performance review evaluations, which shall be reviewed by the Fire Chief upon request by the employee.

Sec. 2703 INFORMAL COMPLAINT WITH SUPERVISOR - STEP NO. 1:

- A. The grievance shall first be discussed on an informal basis by the aggrieved employee with his immediate supervisor within twenty-one (21) calendar days from the occurrence of the matter on which the complaint is based or within twenty-one (21) calendar days from his knowledge of such occurrence.
- B. Within twenty-one (21) calendar days from the day of discussion with the employee, the immediate supervisor (or in his absence an authorized representative) shall orally reply to the employee's complaint.

Sec. 2704 FORMAL COMPLAINT WITH BATTALION CHIEF - STEP NO. 2:

- A. Within fourteen (14) calendar days of receipt of the answer from the immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to

be properly filed unless it is completed on an official and appropriate form supplied by the department and available at all fire stations. Such written grievance shall:

1. Reasonably and adequately describe the grievance and how the employee was adversely affected.
 2. Set forth the section(s) of the Agreement and/or written policies violated.
 3. Indicate the date(s) of the incident(s) grieved.
 4. Specify the remedy or solution to the grievance sought by the employee.
 5. The date upon which the Step No. 1 informal complaint was raised to the employee's immediate supervisor.
 6. The date upon which the immediate supervisor gave his/her verbal response to the informal complaint.
- B. Within fourteen (14) calendar days, the Battalion Chief shall give his/her decision in writing to the employee on the original copy of the grievance.

Sec. 2705 FORMAL COMPLAINT WITH SECOND LEVEL MANAGER – STEP NO. 3:

- A. Within fourteen (14) calendar days from the receipt of the decision at Step No. 2, the employee may appeal to his second level manager/division chief. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Battalion Chief shall be submitted.
- B. Within fourteen (14) calendar days from receipt of the grievance, the second level manager/division chief shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven (7) days of such meeting, the second level manager/division chief shall give his/her decision in writing to the employee on the original copy of the grievance.

Sec. 2706 FORMAL COMPLAINT WITH THIRD LEVEL MANAGER/DIVISION CHIEF - STEP NO. 4:

- A. Within fourteen (14) calendar days from receipt of the decision at Step No. 3, the employee may appeal to the Fire Chief. A copy of the grievance form, with the reasons in writing for his dissatisfaction

with the answer given by the second level manager, shall be submitted.

- B. Within fourteen (14) calendar days from the receipt of the employee's grievance, the Fire Chief (or a designated representative who has not been involved in the grievance in prior steps) shall make a thorough review of the grievance and give a written decision to the employee, and, with employee's written permission, the authorized employee organization.
- C. On matters that do not concern or involve the interpretation or application of wages, hours, and terms and conditions of employment, the written decision of the Fire Chief shall be final as to the disposition of matters within his authority. The written decision of the Fire Chief shall be forwarded to the grievant, the Director-Human Resources, and the Association (with employee's written permission).

Sec. 2707 AUTOMATIC ADVANCEMENT TO NEXT HIGHER STEP: In the event the person to whom the grievance has been submitted at a particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

Sec. 2708 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by the Association by submitting a letter requesting that the grievance be submitted to arbitration to the County Director-Labor Relations within fourteen (14) calendar days after the Fire Chief renders a decision. Prior to submitting the matter to arbitration, the County Director-Labor Relations (or his designee) may meet with VCPFA in an effort to resolve the grievance. In the event the parties reach an agreement, the grievance shall be considered resolved and binding upon the parties. If there is no such agreement, the matter shall then be submitted to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement.
- B. Unless the parties agree otherwise, if they have not agreed to the identity of the Arbitrator within fifteen (15) calendar days following submission of the request for arbitration described in paragraph A above, the County Director-Labor Relations shall immediately request the State Conciliation Service to provide the parties with a list of five (5) potential arbitrators. As soon as practicable following receipt of that list, the parties shall alternately strike names from the list. The party making the first deletion shall be determined by lot. The final remaining name shall be the arbitrator for the grievance.

C. Costs

1. Costs of the arbitrator shall be borne by the losing party as determined by the arbitrator.
2. Each party shall be responsible for the cost of their own witnesses.
3. The grievant shall be allowed District time for attending the arbitration proceedings.

D. The arbitrator may interpret the Agreement but shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine whether or not there has been a violation of the Agreement in respect to the alleged grievance and shall determine and award the remedy necessary to correct the situation being grieved. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the County, the District, the Association, and the employee affected, subject to Judicial review.

E. If either party shall claim before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the arbitrator shall proceed to decide such issue before hearing the case upon its merits. The arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, the arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.

F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2709 WAIVER: Time limits specified in this Article may be waived by mutual written agreement.

Sec. 2710 GRIEVANCE PROCEDURE CHANGES: Alleged violation(s) shall be arbitrated in accordance with the procedures set forth in the Agreement at the time the grievance is filed.

Sec. 2711 NEGOTIATION PROPOSALS: The fact that the District made proposals to alter Article 32 (District Rights) during the negotiations leading to this Agreement, the contents of those proposals and any discussion had with respect thereto shall not be used, cited or referred to in any way during, or

in conjunction with, the resolution of any dispute arising under, or requiring the interpretation of, this Agreement, including proceedings before an arbitrator, administrative body, court or judicial or quasi-judicial body.

Sec. 2712 GRIEVANCE REMEDY: Any remedy awarded in conjunction with a grievance submitted pursuant to this Article, either during the informal or formal grievance process as set forth in Sections 2703, 2704, and 2705 above, or from an ensuing arbitration, as set forth in Section 2708, above, including any back pay or benefits, shall not be affected by the time period within which to initiate a grievance as set forth in Section 2703(A) above but shall be limited to two hundred forty (240) days preceding the date on which the formal written grievance is filed at Step 2, as set forth in Section 2704 above.

ARTICLE 28 GRIEVANCE - GENERAL IN CHARACTER

Sec. 2801 PURPOSE: In order to provide effective procedures whereby disagreements between the Association and management concerning the interpretation or application of the provisions of this Agreement affecting the rights of the parties or the working conditions of a significantly large number of represented employees in the Unit may be effectively addressed, the following procedures are agreed upon:

- A. Where the Association has reasons to believe that management is not correctly interpreting or applying the provisions of this Agreement, or existing written policies affecting an employee's wages, hours, terms, and conditions of employment, the Association may request, in writing, that the Fire Chief shall designate the appropriate Deputy Fire Chief or Assistant Fire Chief to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the specific facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. The request to meet shall be submitted within fourteen (14) calendar days from the occurrence of the matter on which the complaint is based or within fourteen (14) calendar days of knowledge of the occurrence. The VCPFA shall notify the department within forty-eight (48) hours of knowledge of alleged occurrence.

Within fourteen (14) calendar days of receipt of the request for such a meeting, the parties shall meet for the purpose of discussing and attempting to resolve the disagreement.

Within fourteen (14) calendar days from the date of the meeting, the management representative shall respond in writing to the Association's request.

- B. Within fourteen (14) calendar days from the management response, and in the event the matter is not satisfactorily resolved, the Association shall have the right to forward the grievance to the Fire Chief for resolution. The Fire Chief, the Deputy Chief, or the Assistant Chief who has not been involved in the grievance at Step A, above, shall respond to the Association within fourteen (14) calendar days. The Fire Chief may meet with the representatives of the Association's Board of Directors to gather additional information before issuing his written decision. The Fire Chief's written decision shall be issued within fourteen (14) calendar days following the meeting.
- C. Within fourteen (14) calendar days from the Fire Chief's response, if the matter is not satisfactorily resolved, and if the disagreement

meets the requirements of Section 2701 of this Agreement, the disagreement may be submitted to the County Director-Labor Relations who shall have the authority to attempt to resolve the issue prior to its being submitted to arbitration in accordance with the provisions of Section 2708 of this Agreement.

Sec. 2802 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 27 of this Agreement. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Agreement or existing written policies affecting wages, hours, or working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees, or disagreements that can only be resolved at the Fire Chief's level. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 27. The Ventura County Director- Labor Relations shall determine whether the grievance is general in character. In the event the Ventura County Director-Labor Relations determines that the grievance does not qualify as a grievance, general in character, the individual(s) so affected shall have twenty-one (21) days from receipt of said determination to proceed in accordance with Article 27 of the current Agreement.

Sec. 2803 For the purpose of this Agreement, the term "significantly large number of employees" shall mean either:

- A. All employees represented by the Unit;
- B. All employees within a classification represented by the bargaining unit; or
- C. All employees, regardless of shift, at a specific work location ordinarily recognized by management as a work unit as opposed to an individual assignment.

Sec. 2804 EXTENSIONS: The time limits set forth herein may be extended by mutual written consent.

Sec. 2805 AUTOMATIC ADVANCEMENT TO THE NEXT HIGHEST STEP: In the event the person to whom the grievance has been submitted at a particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

ARTICLE 29 DISCIPLINARY ARBITRATION

Sec. 2901 PURPOSE:

To provide an equitable and uniform procedure for administration and arbitration of discipline. For acts or omissions occurring after August 1, 2021, the provisions of this Article supersede those of Article 21 of the Ventura County Personnel Rules and Regulations.

Sec. 2902 WRITTEN ORDER FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL:

The continuing employment of every regular employee shall be contingent upon good behavior. Any such employee may be dismissed, demoted, suspended, reduced in pay, reduced in pay and suspended, or demoted and suspended for cause as specified in Section 2903 by the appointing authority in the following manner:

- A. The appointing authority shall serve upon the employee a Notice of Proposed Disciplinary Action stating the nature of the proposed action and its effective date. Such Notice shall also set forth in writing the reasons for the proposed disciplinary action, a statement of the charges upon which the action is to be based, a notice to the employee that he/she has the right to review the materials being used against him/her, and a statement advising the employee that he/she has a right to respond to the charges. A duplicate of that Notice must be filed with the Director-Human Resources and VCPFA.
- B. Within seven (7) calendar days from receipt of the Notice of Proposed Disciplinary Action, unless additional time is otherwise specified by the appointing authority or his/her designee in said Notice of Proposed Disciplinary Action, the employee may respond to the proposed action. Such response may be presented orally or in writing. The employee has a right to have a VCPFA representative if he/she so chooses.
- C. At the completion of the period provided in "B" above, the appointing authority shall review the employee's response, if any, and make a determination whether to cancel, amend, or sustain the proposed action. If the appointing authority decides to amend or sustain the proposed action, the employee will be served with a Notice of Disciplinary Action again setting forth in writing the reasons for disciplinary action and offering a statement of the charges upon which the action is based.

The Notice of Disciplinary Action shall also advise the employee that the action being taken is final and apprise him/her of his/her right to

request that VCPFA submit the matter to arbitration within fourteen (14) calendar days. A duplicate of that Notice must be filed with the Director-Human Resources and VCPFA.

Nothing in this section shall be considered to restrict the right of the District to take immediate disciplinary action when it is deemed appropriate.

Sec. 2903 CAUSES FOR DEMOTION, SUSPENSION, REDUCTION IN PAY, DISMISSAL:

In accordance with Section 1345.1.4.13.1 of the Ventura County Ordinance Code, causes for disciplinary action are as follows: fraud in securing appointment, incompetence, inefficiency, inexcusable neglect of duty, physical or mental disability, insubordination, dishonesty, drunkenness while on duty, intemperance, addiction to the use of narcotics and/or habit forming drugs, inexcusable absence without leave, conviction of a felony or misdemeanor involving moral turpitude, immorality, discourteous treatment of the public or other employees, improper political activity in violation of Article 24 of the Ventura County Personnel Rules and Regulations or Sections 1351 and 1351.1 of the Ventura County Ordinance Code, willful disobedience, violation of any provision of Article IV of the Ventura County Ordinance Code, which among other things includes the corrupt use of official authority or influence, or any other failure of good behavior or acts which are incompatible with or inimical to the public service.

Sec. 2904 DISCIPLINARY REDUCTION IN PAY:

In accordance with the necessity for taking disciplinary action, the pay of a VCPFA represented employee may be reduced by either two and one-half percent (2 1/2%) or five percent (5%) for a period of time not to exceed thirteen (13) pay periods for any one (1) offense.

Sec. 2905 SUSPENSION WITHOUT PAY:

Suspension without pay may be imposed not to exceed thirty (30) calendar days. Whenever an employee is suspended without pay, no compensation shall be paid the suspended employee for the duration of his/her suspension and such suspension shall be treated as an authorized leave of absence without pay for purposes of annual leave and sick leave accruals.

Sec. 2906 DEMOTION:

The employee may be demoted to a classification which has a lower pay range than the position currently occupied. In cases of disciplinary demotion, the compensation of the employee shall be adjusted to a point in the range of the position to which he/she has been demoted which is approximately five percent (5%) lower than the rate of pay he/she was

receiving in the higher class. If the top step of the pay range of the position to which he/she has been demoted is more than five percent (5%) lower than the rate of pay he/she was receiving in the higher class, the employee shall receive the top step of the pay range of the position to which he/she has been demoted. An employee so demoted shall not have his/her merit increase hours needed reset nor shall he/she serve another probationary period unless required by law.

Sec. 2907 DISCIPLINARY ACTION IMPOSED DURING PROBATIONARY PERIOD:

The appointing authority may dismiss, demote, suspend, demote and suspend, reduce in pay or impose any other disciplinary action on any probationary employee during the probationary period. Neither a probationary employee nor VCPFA may request arbitration of any disciplinary action taken against an employee during his/her probationary period.

A promoted employee who is dismissed during his/her probationary period shall return to the position in which he/she held permanent status, if vacant, or any other vacant position in his/her former classification in the agency. If no such vacancy exists, every reasonable attempt will be made by the appointing authority to retain the employee in an underfill capacity. Only if there is no vacancy and the appointing authority is unable to make reasonable accommodation, the employee shall be placed on a leave of absence without pay not to exceed one year and shall be granted the first position that becomes available in his/her former classification. The above provisions shall not apply if the cause of the dismissal warrants dismissal from District service. If the cause for dismissal warrants dismissal from District service, the employee may request that VCPFA submit the matter to arbitration.

Sec. 2908 NON-DISCRIMINATION:

Disciplinary actions shall be taken without regard to race, color, national origin, religion, sex, age, or functional limitation.

Sec. 2909 REQUEST FOR ARBITRATION:

If an employee wishes to appeal a disciplinary action, he shall ask that the matter be submitted to arbitration by VCPFA. If VCPFA concurs, it shall submit to the Director-Labor Relations, in writing, within fourteen (14) calendar days of the employee's receipt of the Notice of Disciplinary Action, a request that the matter be submitted to arbitration. Upon receipt of VCPFA's request, the Director-Human Resources shall, within fourteen (14) days, request a panel of nine (9) names from the State Mediation and Conciliation Service or some other mutually agreeable list. Within seven (7) calendar days of the receipt of that list, the parties shall jointly select an arbitrator. In the event the parties are unable to select an arbitrator, they

shall alternately strike names from the list with the last name being the arbitrator selected. The party striking the first name shall be determined by lot.

Sec. 2910 ARBITRATION COSTS:

The costs of the Arbitrator shall be paid by the losing party. In the event the Arbitrator modifies the discipline imposed, the costs shall be shared equally by the parties. Costs of the court reporter, if any, shall be paid by the party who requested the presence of the reporter; however, nothing shall preclude the parties from agreeing to share equally in the costs of the reporter. If a cancellation fee is imposed on the parties by the arbitrator, it shall be paid by the party whose actions were responsible for the imposition of said fee.

Sec. 2911 SCOPE OF ARBITRATOR'S AUTHORITY:

The Arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Article or any other terms of this Agreement. If the Arbitrator finds that none of the charges contained in the Notice of Disciplinary Action are true, then he/she shall set aside the action taken by the appointing authority. If the Arbitrator finds that some or all of the charges are true, then he/she shall make a decision confirming or modifying the action of the appointing authority provided, however, that his/her authority to modify the appointing authority's action is limited to those disciplinary actions described in Section 2902. The Arbitrator shall have no authority to increase the discipline imposed by the appointing authority.

Notwithstanding the provisions of Section 2905, nothing shall preclude the Arbitrator from ordering the reinstatement of an employee with or without back pay. The decision of the Arbitrator shall be final and binding, subject to judicial review pursuant to Title 9 of Part 3 of the Code of Civil Procedure of the State of California, upon the employee, the District, and if applicable, VCPFA.

Sec. 2912 GOVERNING PROVISIONS:

All arbitration proceedings arising under this Article shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California. However, Code of Civil Procedure Section 1283.05, relating to discovery, shall not be a part of this Agreement. Further, subpoenas duces tecum may be issued by the attorney or other representative of a party as well as by the arbitrator. All other provisions relating to subpoenas found in Chapter 3 of Title 9 of the Code of Civil procedure shall apply.

Sec. 2913 ARBITRABILITY:

If either the District or VCPFA shall claim before the Arbitrator that a particular request for arbitration fails to meet time limits, or is in some other manner defective, and thereby, fails to meet the tests of arbitrability, the Arbitrator shall proceed to decide such issue before hearing the case upon its merits. The Arbitrator shall have the authority to determine whether he/she will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the Arbitrator determines that such appeal fails to meet said test of arbitrability, he/she shall refer the case back to the parties without a decision or recommendation on its merits.

Sec. 2914 REPORT OF HEARING:

The Arbitrator shall render his/her report to the parties in writing, including reasons for any decision, within thirty (30) calendar days of the completion of the hearing.

Sec. 2915 VACATION OF ORDER:

A decision of the Arbitrator may be modified or vacated, in whole or in part, and a new or further hearing granted on all or part of the issues on the application of a party to the arbitration for any of the following causes, materially affecting the substantial rights of the parties:

- A. Irregularity in the arbitration proceedings, or any order of the Arbitrator or abuse of discretion by which either party was prevented from having a fair hearing.
- B. Accident or surprise, which ordinary prudence could not have guarded against; Newly discovered evidence which could not, with reasonable diligence, have been discovered and produced at the hearing and which is material to the questions that was before the Arbitrator.
- C. Error in law, occurring at the arbitration and accepted to at the arbitration by the party making the application or motion.

Sec. 2916 APPLICATION FOR VACATION OF ORDER:

The application or motion to the Arbitrator shall be made either before the signing of the order of the Arbitrator or within fourteen (14) calendar days of the Arbitrator mailing notice of his/her order and shall designate the grounds upon which vacation is requested.

Should the Arbitrator grant a hearing on the application or motion, the Arbitrator shall, after review of the application or motion, specify the ground

or grounds on which it is granted and his/her reason or reasons for granting the application or motion. At the hearing, the evidence introduced shall be limited to the ground or grounds upon which the hearing was granted. At the conclusion of the hearing, the Arbitrator shall either confirm his/her prior findings and decision or issue a new finding and decision.

The filing of an application under this section shall not be necessary to exhaust administrative remedies and the application or motion shall not operate to stay the effectiveness of the Arbitrator's order except by discretion of the Arbitrator upon a showing by affidavit of emergency or hardship should the order not be stayed.

ARTICLE 30 NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Association, and no lockouts shall be made by the District. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 31 PRODUCTIVITY

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

ARTICLE 32 PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal, State, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, and County laws, rules, and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 33 DISTRICT RIGHTS

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

All employees that change their residence after January 1, 1984, or are hired after January 1, 1984, must reside within a distance of 150 miles from the Ventura County Government Center in Ventura.

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

ARTICLE 34 OTHER UNDERSTANDINGS

- Sec. 3401 PILOT PROGRAM: At his discretion, the Fire Chief may establish a pilot program to evaluate the viability of a service delivery model different from that of a fire engine response team (i.e., a "paramedic squad"). Should the Fire Chief decide to do so, he shall give notice to VCPFA and, upon timely request of VCPFA, the parties shall meet and confer concerning any aspect of implementation and effects of the decision that are within the scope of representation.
- Sec. 3402 SUPERVISION OF SWORN PERSONNEL: Non-sworn personnel may supervise sworn personnel in the performance of all duties/functions except during emergency incidents provided, however, non-sworn personnel may not impose discipline greater than a written reprimand upon sworn personnel. The aforementioned emergency incident limitation shall not apply to the Public Information function.
- Sec. 3403 RESERVE FIREFIGHTERS: Subsequent to commencement of this agreement, the Reserve Firefighter Program shall be used only to add to the existing workforce. Reserves may be used only in addition to normally assigned, full-time, paid staff.
- Sec. 3404 DRUG AND ALCOHOL TESTING: The District and VCPFA agree to implement the Substance Abuse Program detailed in Appendix "A."
- Sec. 3405 The parties agree that training is essential so that employees will maintain qualifications and a high degree of readiness. The parties further agree that if an employee or employees are unable to attend training provided for any required subject, at the request of District management the parties will meet to investigate and remedy the problem.
- Sec. 3406 MOVIE FIRE SAFETY OFFICER PROGRAM

Administration – This program will be managed solely by the Association and independent of the District. The District assumes no liability or workers' compensation responsibility. The Association may administer the Movie Fire Safety Officer Program while on-duty as an activity under the classification of union business. The administration of the Movie Fire Safety Officer Program by the Association shall not interfere with the operations of the District.

The Association will be responsible for ensuring that Movie Fire Safety Officers will be available as stand-bys. The District must notify the Association designee at least twenty-four (24) to thirty-six (36) hours prior to requesting a Movie Fire Safety Officer and will take all necessary steps to incorporate such notice requirements into the Ventura County Permit Process.

Eligibility - Any current or retired member of the Association, currently or having been employed by the Ventura County Fire Protection District within any of the Firefighter Unit classifications covered by this Agreement, is eligible to act as a Movie Fire Safety Officer.

Uniform - Movie Fire Safety Officers shall wear a uniform while acting as a Movie Fire Safety Officer provided that such uniform is not a Ventura County Fire Protection District uniform.

Duties - The duties and penalty options of a Movie Fire Safety Officer will comport with those recommended in the State Fire Marshal Fire Safety Officer Manual.

Certification and Training - The District will offer its State Fire Marshal Training Program, at a minimum, semi-annually, or on an as-needed basis. This is intended to maintain trained Fire Safety Officers.

Sec 3407 **CADRES AND COMMITTEES**

Voluntary participation in cadres and/or committees or other voluntary assignments shall be for a stated time period as agreed to under a mutual consent agreement.

The mutual consent agreement must be agreed to by the employee and the program/project supervisor. The agreement shall state term and resignation/termination parameters. Employees so volunteering must complete the assignment to which they volunteered for its prescribed duration unless there exists good cause to excuse such participation, such as illness or injury of either the employee or employee's family or mutual agreement between the project manager and the employee. The District and the employee may at any time mutually consent to a reduction in the prescribed time commitment.

ARTICLE 35 FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement summarizes the full and entire understanding of the parties regarding those matters within the scope of negotiations.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein and with respect to any other matters within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, ratified, approved and implemented as provided in Article 3.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 36 AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. The District's principal authorized agent shall be the County's Assistant County Executive Officer - Human Resources or his duly authorized representative.
- B. The Association's principal authorized agent shall be the President or his duly authorized representative.

ARTICLE 37 VACATION FOR AUXILIARY UNIT EMPLOYEES

Sec. 3701 VACATION USAGE: The District shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and the District service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The Fire Chief shall determine when vacations will be taken.

Sec. 3702 VACATION ACCRUAL: Regular employees in the Auxiliary Unit shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of District employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year
29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year
31,200 hours (Approximately 15 Years)	.09225 hours	24 days/year

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.

Sec. 3703 VACATION REDEMPTION: After 20,800 hours of continuous District and/or County service (approximately ten (10) years), an employee may elect to receive cash in lieu of up to eighty (80) hours of vacation accrual at

the current hourly rate of pay/salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of vacation hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem vacation hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only vacation hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of vacation, the employee submitted a notice of intent to retire in the calendar year in which the vacation will be cashed-out.
 - 2. At the time the employee makes a request for cash-out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
 - 3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of accrued vacation during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid vacation pay for such time off. If the employee

has not used eighty (80) hours of accrued vacation in the twelve (12) months immediately preceding the cash-out, the County shall deduct from the employee's vacation bank the amount of leave necessary to make the employee eligible for the requested redemption.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out vacation by the end of the election year as a result of the denial of a written request (or requests) to use vacation, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the vacation hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours request in the denials and actual vacation hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total vacation hours elected for cash-out, the employer shall unilaterally cash out the elected vacation hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem vacation for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through

reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's Office in its sole discretion.

- H. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- I. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the County to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Sec. 3704 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 3705 VACATION BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

Sec. 3706 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.

ARTICLE 38 HOLIDAYS FOR AUXILIARY UNIT EMPLOYEES

Sec. 3801 HOLIDAY POLICY: Paid holidays shall be authorized only for the Auxiliary Unit's regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to full compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 3802 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11th
8. Thanksgiving Day, the fourth Thursday in November;
9. Day After Thanksgiving;
10. Christmas Day, December 25;
11. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Directors.

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

- A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted

based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

- B. Regular less than full-time employees shall be granted the leave provided under (A) above on a pro rata basis.
- C. In no instance will an employee be allowed to split his/her annual allowance of floating holiday leave hours over multiple days.

Sec. 3803 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for less than full-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 3804 WORK ON HOLIDAYS: Regular full-time and regular less than full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

ARTICLE 39 SICK LEAVE FOR AUXILIARY UNIT EMPLOYEES

Sec. 3901 SICK LEAVE ACCRUAL RATES: Regular Auxiliary Unit employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 3902 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his/her hours over the accrual maximum.

Sec. 3903 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) biweekly pay periods) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 hours of compensable service or upon earlier separation.

Sec. 3904 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the Fire Chief or his designee.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of forty-one (41) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purposes of this section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.
- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with State Disability Insurance in order to receive an amount equal to the biweekly rate

of pay the employee would have otherwise received had he actually worked his normal schedule.

- Sec. 3905 DISTRICT RESPONSIBILITY FOR ADMINISTRATION: The Fire Chief shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance. Any person absent from work on sick leave shall notify the Fire Chief or designee on the first day of such leave and as often thereafter as directed by the Fire Chief or designee. The Director-Human Resources or the Fire Chief may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.
- Sec. 3906 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to the Fire Chief or designee a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the Fire Chief or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at District expense.
- Sec. 3907 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the District.
- Sec. 3908 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT:
- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County and/or District service shall upon retirement or termination, except discharge for cause, receive a payment of one hundred percent (100%) of their unused sick leave balance.
 - B. The amount of all payment prescribed by this section shall be computed on the basis of the hourly rate equivalent of the employee's base hourly rate of pay on the last day worked.

- Sec. 3909 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay earnable by the employee on each day that he is on sick leave.
- Sec. 3910 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to District employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.
- Sec. 3911 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.
- Sec. 3912 SICK LEAVE BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.

Agreed on this 27th day of July 2021, by:

COUNTY OF VENTURA


J. Tabin Cosio
Chief Spokesperson

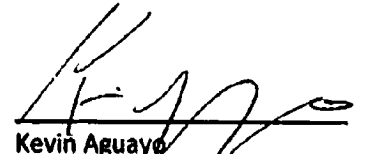

Mike Curnow
CEO Labor Relations


Sandra Ambriz
CEO Labor Relations


Chad Cook
Battalion Chief

**VENTURA COUNTY PROFESSIONAL
FIREFIGHTERS' ASSOCIATION**


/s/ Elizabeth Silver Tourgeman
Elizabeth Silver Tourgeman
Chief Spokesperson


Kevin Aguayo
Fire Engineer & VCPFA President


Daniel Arnold – Fire Captain


Tony McHale – Fire Captain


Nicholas Derby – Fire Fighter


Justin Dilworth – Fire Captain

APPENDIX A

VENTURA COUNTY FIRE PROTECTION DISTRICT

SUBSTANCE ABUSE PROGRAM

I. Covered Employees

All employees filling positions in the Ventura County Fire Protection District (VCFPD) represented by the Ventura County Professional Firefighters Association (VCPFA), and applicants for such positions.

II. Controlled Substances

Controlled substances shall be defined as marijuana, cocaine, opiates, amphetamines and phencyclidine. Covered employees are required to inform their supervisor of any therapeutic drug use.

III. Prohibited Conduct

Covered employees may not be under the influence or in possession of controlled substances or alcohol during any work hours. Covered employees are prohibited from:

- A. Reporting for duty or remaining on duty while having an alcohol concentration level of 0.04% or greater;
- B. Performing job-related functions within four (4) hours of using alcohol;
- C. Being on duty while in possession of alcohol;
- D. Using alcohol while on duty;
- E. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform job functions.
- F. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
- G. Refusing to submit to any alcohol or controlled substances test required by this policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04% or greater on an alcohol test or tested positively on a controlled substances test.

In addition, to the above prohibitions, employees are reminded of their obligations under the Federal Drug-Free Workplace Act of 1988. All employees covered by this policy have previously been provided with a copy of the County's Drug-Free Work Place Statement, and have signed an acknowledgement that they have read the statement and agreed to comply with it.

IV. Circumstances Under Which Drug and Alcohol Testing Will Be Imposed On Covered Employees

A. Pre-employment Testing:

All applicants (whether by initial application or in connection with a transfer) for positions represented by VCPFA will be required to submit to a pre-employment/pre-duty drug and alcohol testing. Applicants will not be hired for or transferred to a VCPFA represented position if they do not pass the test.

B. Post-accident Testing:

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

According to this policy, an accident occurs when, as a result of an occurrence involving a District vehicle, an individual dies or sustains an injury requiring medical attention, or when a state or local law enforcement authority issues a citation to a covered employee for a moving violation arising from an accident; or when property damage exceeds \$5,000.

C. Random Testing:

Unless otherwise mandated by the Department of Transportation, employees represented by the Association will not be subject to random alcohol and drug testing. In the event the Department of Transportation includes these employees in mandatory random testing, the provisions of the Substance Abuse Program (Appendix A) of the 1995-1996 Memorandum of Agreement relating to random testing become effective immediately.

D. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances.

1. Reasonable suspicion means suspicion based upon specific personal observation of two supervisors, unless only one supervisor is practically available. Approval to test must also be granted by the Assistant Duty Chief (who may serve as the second supervisor referenced above). The observing supervisors shall describe and document:
 - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
 - b. Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
 - c. Other physical, circumstantial or contemporaneous indicators of drug or alcohol use.
2. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties or violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work. Employees shall be removed from the performance of emergency job functions while the supervisor is completing his/her determination regarding whether a reasonable suspicion test is warranted.
3. When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether a drug and/or alcohol test is appropriate and, if so, to initiate the testing.

The supervisor shall advise the employee of his or her right to have a Union representative present prior to testing, if a representative is available within a reasonable time (within one hour); will order the employee to stop work; will order the employee to submit to a urine, and/or breath test to determine the presence of drugs or alcohol; will note indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy must submit to a return-to-duty test before he/she may be returned to a active duty. The test result must indicate an alcohol concentration of less than 0.02% or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee will be subjected to follow-up testing which is separate from the random testing obligation. The employee will be subjected to at least six (6) unannounced drug/alcohol tests, but no more than eight (8), unless recommended by the Substance Abuse Professional (SAP)¹ during the first year back following the violation.

V. **Procedures to be Used for Detection of Drugs and Alcohol**

A. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02%, the test is considered a negative test. If the alcohol concentration level is 0.02% or more, a second confirmation test will be conducted.

B. Drug Testing:

Drug testing will be conducted pursuant to the procedures set forth in Exhibit 1.

VI. **Refusal to Submit to an Alcohol and/or Drug Test**

As set forth above, a covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested positive.

The refusal to submit to an alcohol or controlled substances test required by this policy includes, but is not limited to, the following:

¹ Substance Abuse Professional - licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

- A. A refusal to provide a urine sample;
- B. An inability to provide a urine sample without valid medical explanation;
- C. A refusal to complete and sign the drug/alcohol testing form or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test;
- D. Inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- E. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- F. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- G. Leaving the scene of an accident without authorization from a supervisor or manager (who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test) unless the employee has a valid reason for not obtaining such authorization, such as to receive medical treatment if required for injuries, or to attempt to notify medical authorities for treatment of other injured persons if no other means are available; or
- H. Consuming alcohol during the eight (8) hours immediately following an accident as defined in Section IV (B), unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

VII. Consequences for Employees Found to Have Alcohol Concentration Levels of 0.02% or Greater But Less Than 0.04%

An employee whose alcohol test indicates an alcohol concentration level equal to or greater than 0.02% but less than 0.04%, will be removed from duties at no loss in pay for at least eight (8) hours. Such employee shall be mandatorily referred to the County Employee Assistance Program. However, no disciplinary investigation shall be initiated solely on the basis of this result. Before the employee may be returned to his/her position, the employee's alcohol concentration must indicate a concentration below 0.02%.

VIII. Consequences of Failing an Alcohol and/or Drug Test

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, in accordance with the County's existing disciplinary rules and procedures. Examples that, when combined with a positive drug or alcohol test, will merit strong consideration for termination include extreme circumstances such as: consumption of alcohol while on duty; ingestion of drugs

or other controlled substances while on duty; sale of drugs while on duty; criminal activities associated with drugs or controlled substances. In addition to the above, the failure of a drug/alcohol test (excluding first time failure of a random test) may be used, in conjunction with other job performance indicators for a determination of appropriate discipline up to and including termination.

A. Specifically, if an employee tests positive during a random screening, a reasonable suspicion test, or post-accident test:

1. The employee will be assigned to a non-emergency position, and suffer no pay loss, unless disciplinary action is proposed pursuant to Section IX, below.
2. The employee shall be required to submit to a Substance Abuse Professional (SAP) through the County's Employee Assistance Program (EAP). The SAP will evaluate the employee and make a specific determination of appropriate treatment.
 - a. Treatment will be on the employee's own time, however, if treatment requires the employee to use regular work-time the employee will be able to use the following types of leaves to the extent that leave time is available for this purpose: sick leave, compensatory time, shift trades and vacation.
 - b. Treatment cost will be borne by the employee, who will be allowed to use medical insurance plan to the extent that it covers the cost.
3. The employee will be required to provide a release which enables the District to communicate with the Substance Abuse Professional.
4. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital, residential care, day treatment or out-patient care, provided by a County-approved rehabilitation facility.
5. If the rehabilitation program provider certifies that the employee has successfully completed the rehabilitation program, and specified terms and conditions of an after-care program, the employee will be required to sign a Return-To-Duty or "Last Chance" agreement acknowledging that he or she will abide by those terms and conditions.
6. The Return-To-Duty agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests, the frequency and duration of which will be determined by the Substance Abuse Professional (however, a maximum of eight (8)

tests will be given during the first year), unless more are specifically recommended by the SAP.

7. If recommended by the Substance Abuse Professional, the employee will be permitted to return to emergency duty during the after-care or during any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-To-Duty test.
 8. The employee must successfully adhere to the terms and conditions of the rehabilitation and after-care programs. If the employee violates the terms and conditions of the rehabilitation or after-care program, the employee will be subject to termination.
- B. If an employee voluntarily requests assistance prior to selection by the District for any testing:
1. On a one-time only basis, an employee who voluntarily admits a drug and/or alcohol problem and requests assistance from the County's EAP prior to selection for testing will be assigned to a non-emergency position, and suffer no loss of pay.
 2. A "Last Chance" or "Return to Duty" agreement will not be required of this employee.
 3. This employee will be required to submit to an evaluation by a Substance Abuse Professional for determination of the most appropriate treatment and referral to the selected rehabilitation program. If recommended by the SAP the employee will be permitted to return to active duty during the after-care or any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-to-Duty test. Rehabilitation will be paid for by the employee. The employee will be on a non-pay status during any absence for evaluation or treatment, but is entitled to use accrued vacation time, compensatory time, sick leave and shift trades, as well as County-provided insurance benefits, while participating in the rehabilitation and after-care program.
 - a. An employee who has exhausted paid leave will be placed on paid administrative leave up to a maximum of 171 hours.
 - b. The employee is required to provide a release which enables the District to communicate with the Substance Abuse Professional.

IX. Disciplinary Action:

The District may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rule listed in Section III of this Policy, "Prohibited Conduct" (excluding first time failure of a random test).

X. Training

All employees of the District shall receive three (3) hours of training regarding the effects of alcohol and controlled substances and available methods of intervention.

XI. Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

XII. Union Held Harmless

This Substance Abuse Program is solely initiated at the behest of the County. The Fire District shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of this program.

EXHIBIT 1

- I. All alcohol testing procedures shall conform to the Department of Transportation (DOT) breath alcohol testing procedures as required by 49 C.F.R., 40, including the use of a federally approved Evidential Breath Testing device (EBT) and be conducted by a federally certified Breath Alcohol Technician (BAT).
- II. The DOT breath alcohol testing form shall be completed by the Breath Alcohol Technician and signed by the employee. A copy of this form shall be provided to the employee.
- III. Alcohol testing shall be conducted at a location that affords visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. A mobile collection facility may be used for the testing that meets the requirements of 49 C.F.R., 40. The testing location shall be able to be secured so that unauthorized persons shall not have access to the EBT.
- IV. The BAT shall require the employee to provide positive identification through the use of a photo I.D. card or identification by a supervisor. The BAT shall explain the testing procedure to the employee. The BAT shall instruct the employee to complete the initial screening test. The BAT shall show the employee the result displayed on the EBT and shall record the result. The employee shall initial the log book entry.
- V. If the screening test result is less than 0.02% breath alcohol concentration, the alcohol test shall be declared negative and the employee allowed to leave.
- VI. If the breath alcohol concentration result is 0.02% or greater, the BAT shall commence the procedures for the confirmation test.
- VII. The BAT shall instruct the employee on the procedures for the confirmation test and instruct the employee not to eat, drink or put any object or substance in his or her mouth. After a period of fifteen (15) minutes, the confirmation test shall be conducted.
- VIII. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air-blank test.
- IX. The BAT shall transfer all results to the employer in a confidential manner.
- X. Drug Testing Procedures
 - A. The collection site shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a NIDA certified drug testing laboratory.

- B. Security procedures shall provide for the collection site to be secure at all times. The collection site shall have an area designated solely to drug testing and the portion of the facility used for testing shall be secure at all times.
- C. Chain of custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- D. Access to authorized personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site where specimens are collected or stored.
- E. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a particular individual may alter or substitute the specimen to be provided.
- F. Integrity in identity of specimen. The collection site shall take precautions to ensure that a urine specimen shall not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the chain of custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - 1. To deter the dilution of the specimens at the collection site, toilet bluing agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue. There shall be no source of water (e.g., no shower or sink) in the enclosure where urination occurs.
 - 2. When an individual arrives at the collection site, collection site persons shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
 - 3. Collection site personnel shall ask the individual to sign and complete a consent and release form. (The supervisor must witness the signature for all current employees.)

4. If the individual fails to arrive at the collection site at the assigned time, the collection site person shall contact the appropriate authority to advise them of the no-show status.
5. The collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as purse or briefcase remain with the clothes and that these items are secured. The individual may retain his or her wallet.
6. The individual shall be instructed to wash and dry his or her hands prior to urination.
7. After washing the hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispense, cleansing agent or any other materials which could be used to adulterate the specimen.
8. The collection site person shall provide the individual with a collection container.
9. The individual shall provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
10. The collection site person shall note any unusual behavior or appearance on the chain of custody form, as it relates to the collection process only.
11. Upon receiving the specimen from the individual, the collection site person is to transfer the urine from the collection container to the specimen bottles in the presence of the employee.
12. The collection site person shall determine that it contains at least sixty (60) milliliters of urine. If there is less than sixty (60) milliliters of urine in the container, the collection site person shall provide the individual with a reasonable amount of water to drink until a new specimen can be obtained. The first specimen shall be discarded. If the individual is still unable to provide a complete specimen, the following rules apply:
 - a. In the case of a post-accident test or test for reasonable suspicion, the employee shall remain at the collection site and be given eight (8) ounces of water every thirty minutes until they are able to provide a complete sample or until the expiration of a period of up to eight (8) hours from the beginning of the collection procedure.

- b. In the case of a pre-employment test, the employer may elect to proceed as in above-paragraph "A" or may elect to discontinue the collection, or conduct a subsequent collection at a later time.
 - c. If the employee cannot provide a complete sample within the up to eight (8) hour period, or at the subsequent collection, as applicable, then the supervisor of the employee shall notify the Medical Review Officer (MRO)² immediately of the situation. The Medical Review Officer shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. Upon completion of the examination, the Medical Review Officer (MRO) shall report his or her conclusions to the County in writing.
- 13. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
 - 14. The collection site person shall measure the temperature of the specimen. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
 - 15. If the temperature of the specimen is outside the range of 90° to 100 ° Fahrenheit, that is a reason to believe that the individual may have altered or substituted the specimen and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may have his or her temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
 - 16. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain of custody form.

² Medical Review Officer (MRO) - A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

17. When there is reason to believe that a particular individual has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
 18. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
 19. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled.
 20. The collection site person shall complete the chain of custody form and the labeling and securing of each specimen container and prepare the specimens for shipment to the laboratory.
 21. The urine specimen and the chain of custody form are ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
 22. The specimen bottles will be protected with a tamper-proof seal which covers the cap and down the sides of each specimen bottle.
 23. Both the collection site person and the employee being tested shall confirm that the numbers on the tamper-proof seals and the numbers on the chain of custody form match prior to the specimen bottles being placed in storage for transportation.
- G. The urine specimen which has been split into two specimen containers are labeled as primary and split-specimen. Both bottles are to be sent to the lab.
- H. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request that the split-specimen be analyzed by a different certified lab.
- I. The urine sample will be tested for the following drugs: marijuana, cocaine, opiates, amphetamines and phencyclidine. The initial screening test will be conducted using a testing methodology such as the "Enzyme Multiplied Immunoassay" or similar technique.
- J. If the initial test is positive, a confirmation test will be performed using gas chromatography/mass spectrometry analysis. A drug test will be considered positive only if the confirmation test is above the levels listed in 49 C.F.R., 40.
- K. The screening of all samples will be conducted by a County designated laboratory certified by the National Institute on Drug Abuse (NIDA).

- L. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the County; and
- M. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the use of the drug, the test result shall be reported to the County as negative.
- N. Program records. All drug testing information relating to an individual employee is strictly confidential. All records relating to the program shall be maintained as directed by the Fire chief.
- O. The random drug screening program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department shall not be precluded from taking further action.

NIDA (SAMHSA) LABS IN CALIFORNIA

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Med Tox Bio-Analytical

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18700 Oxnard Street
Tarzana, CA 91456
(800) 492-0800 / (818) 343-8191

National Toxicology Laboratories, Inc.

1100 California Avenue
Bakersfield, CA 93304
(805) 322-4250

Nichols Institute Substance Abuse Testing

7470 A Mission Valley Road
San Diego, CA 92108-4406
(800) 446-4728 - (610) 686-3200

PharmChem Laboratories, Inc.

Menlo Park, CA 94025
(415) 328-6200 / (800) 446-5177

Poinsonlab, Inc.

7272 Clairmont Mesa Road
San Diego, CA 92111
(619) 279-2600 / (800) 882-7272

SmithKline Beecham Clinical Laboratories

7600 Tyrone Avenue
Van Nuys, CA 91045
(818) 376-2520

**VENTURA COUNTY CERTIFIED COLLECTION SITES
DRUG/ALCOHOL TESTING PROGRAM**

Camarillo:

Santa Rosa Walk-in Clinic
4934 Verdugo Way, Camarillo, CA 93012
(805) 484-0095
Hours: M to F: 8-6; Sat: 9-1
Appointments preferred

Simi Valley:

Med Center
1980 Sequoia Ave., Simi Valley, CA 93063
(805) 583-5555
Hours: M to F: 8-8; Sat & Sun: 9-5
No appointment necessary; please arrive one hour prior to closing

Quest Diagnostics
4537-H Alamo Street Simi Valley, CA 93063
(805) 520-6483
Hours: M to F: 8-5
No appointment necessary; drug screening only

Ventura:

EMSI
4464 McGrath Ste 102, Ventura, CA
(805) 677-4770
Hours: M to F: 9-5, closed 12-1 for lunch
Appointment necessary

Star Drug Testing
4475 Dupont Court, #11, Ventura, CA 93003
(805) 474-0561
Hours: M to F: 8-5; closed 12-1 for lunch

Oxnard:

US Healthworks
1851 Lombard Ste 100, Oxnard, CA 93030
(805) 983-2234
Hours: M-F: 7-6; Sat 8-3
No appointment necessary

**DONOR MUST BRING TO COLLECTION SITE: PHOTO ID AND LAB PAPERWORK
(AVAILABLE FROM FIRE HUMAN RESOURCES)**

List of HHS Certified Laboratories (California):

Bakersfield

National Toxicology Labs, Inc.

805-322-4250

800-350-3515

Chatsworth

Pacific Toxicology Laboratories

800-328-6942

San Diego

Laboratory Corporation of America Holdings

800-882-7272

Van Nuys

Quest Diagnostics Inc.

866-370-6699

818-989-2521

ADMINISTRATIVE POLICY



11202

(8-10-21)

SHIFT TRADES

- 11202.1 Purpose:
To describe the procedure whereby personnel may trade assigned shifts and ensure a system of maintaining staffing levels and continuity in Department programs.
- 11202.2 Background:
Not Used.
- 11202.3 Scope:
This policy applies to all line assigned personnel desiring to initiate or participate in a shift trade.
- 11202.4 Authority:
- The Ventura County Professional Firefighters Association (VCPFA) Memorandum of Agreement (MOA)
- 11202.5** Definitions:
- 11202.5.1 Limited Trade:
An employee may trade shifts **thirty-eight (38)** times in any one calendar year without special justification but subject to the limitations of this policy.
- 11202.5.2 Shift Trade Roster:
A shift trade involving a single party and the vacation roster. The individual requesting the trade picks a vacancy from the vacation roster and works that day as if it were a regularly assigned shift. Adding the traded shift to the vacation roster as a new vacancy then completes the trade. In addition to projected vacation openings, vacancies caused by no individual assigned to the position are available to shift trade against.
- 11202.5.3 Shift Trades for Paramedic School Sponsorship:
Shift trades for paramedic school are unlimited.

11202.5.4 Daisy Chain Shift Trades:

A shift trade into an opening created by another member's shift trade off. This type of shift trade is not permitted.

11202.5.5 Time Frames for Shift Trades:

The time frame for repaying personal shift trades or taking a shift trade roster day off will be within the same calendar year.

11202.5.6 Vacation Roster:

The annual combined-leave vacation picks and any new combined-leave openings added throughout the year.

11202.5.7 Protected Shift Trades

A shift trade off that provides exemption from mandate as described in the policy section of AP 11306, "Mandates." Protected Shift Trades are Personal Shift Trades and Shift Trade Rosters. A maximum of ten (10) Protected Shift Trades may be taken each calendar year. Protected Shift Trades (Personal or Roster) must be requested at the time the shift trade is submitted.

11202.6 Referenced Documents:

- VCPFA MOA
- AP 11201, "Combined Leave"
- AP 11302, "Acting Battalion Chief Program"
- AP 11303, "Callbacks"
- AP 11306, "Mandates"

11202.7 Policy:

11202.7.1 All personnel shall utilize this policy in a manner that meets the intent of having a fair and equitable method for conducting shift trades.

11202.7.2 Roster stations are responsible to schedule shift-trade requests and maintain records as required by this policy.

11202.8 Procedure:**

Requests for a shift trade shall be submitted via e-mail between the company officers of the personnel initiating the trade. This is to ensure that both company officers are aware of the request by their employees. This notification also applies for captains to notify their battalion chiefs.

11202.8.1 Both parties to a shift trade must receive approval for the trade from an on-duty company officer. The trade will be approved by the company officer if it meets the following criteria:

11202.8.1.1 The shift trade is in excess of eight (8) hours and no more than twenty-four (24) hours. Trading of less than eight (8) hours between two (2) employees may be approved by the immediate supervisor and shall not count as a limited trade. For trades less than eight (8) hours, the battalion chief shall be notified immediately, followed by the roster station.

11202.8.1.2 Each trade is limited to two (2) personnel of equal rank.

11202.8.1.3 The second party to the trade has agreed to the trade.

11202.8.1.4 The employee is not abusing the intent of shift trades or using it as a method to create an unfair personal advantage.

11202.8.1.5 Personnel assigned to the HIRT shall be permitted to shift trade with qualified HIRT members only.

11202.8.1.6 Paramedics shall shift trade with paramedics of equal certification levels consistent with their assignment.

11202.8.1.7 Neither party to the trade has exceeded the maximum of thirty-eight (38) limited trades per calendar year.

11202.8.2 The company officer or battalion chief shall disapprove a shift trade if it interferes with previously scheduled Department, battalion, or station activities that, in the opinion of the supervisor, require the participation of the employee. These activities should be scheduled as far in advance as possible. Shift trades shall not interfere with the specialized staffing requirements outlined in AP 11302, "Acting Battalion Chief Program."

11202.8.3 Shift trades are limited to the following:

- Persons working the same duty schedule (unless changed by future fiscal policy changes)
- Between 56-hour and 40-hour schedule line personnel
- Persons in constantly-staffed operational positions
- Persons possessing the correct qualifications/certifications for the position worked

11202.8.3.1 A shift trade is not authorized for an employee who is off duty due to a medical leave of absence.

11202.8.3.2 Daisy chain shift trades personal are not permitted.

11202.8.3.3 Company assignments associated with shift trades may be changed in order to shorten holdovers, or to meet staffing needs. Employees do not have a particular right to work at the company traded into.

11202.8.4 Following approval by the company officer, the approved shift trade shall be forwarded to the roster station for scheduling.

11202.8.5 Battalion chiefs may restrict shift trades on specific dates for training and other programs. Notification of these restricted dates shall be made to all battalion stations, including the roster stations, as far in advance as practical. Supervisors shall deny requests for shift trades on restricted dates. Personnel requesting a shift trade on restricted dates shall submit a request to the battalion chief with a recommendation for mitigating adverse impact of the time off on Department programs.

11202.8.6 An assistant chief shall have the authority to determine the necessity of additional shift trades in excess of the thirty-eight (38) limited shift trades.

11202.8.7 No more than eight (8) shift trades per zone shall be granted for the rank and day requested.

11202.8.8 Individuals shall not assume a shift trade is approved unless it has been approved by the company officer, and the employee initiating the shift trade has received confirmation.

11202.8.9 Personal Shift Trades Between 56-hour and 40-hour Line Personnel:

- Trades (REG 98 and REG 99 hours) are for a straight 10-hours, (hour for hour) with no factoring for either side of the trade.
- Shift trades are permitted between the hours of 0800-1800 only, for a minimum of 10 hours.
- Protected shift trades are permitted for 40-hour shift personnel.
- 56-hour shift personnel shall be afforded a protected day off when a 40-hour vs. 56-hour shift trade is made, when a 98PP is used and the balance of the 24 hour shift (1800-0800 hrs.) is taken with approved leave following authorized leave use policy.

- During the shift trade on, both the 56-hour shift and 40-hour shift employee are available for mandate to finish the shift after 1800 hrs. unless a prior approved protection is in place.

Protected shift trades are permitted for 40-hour shift personnel. This shall protect 40-hour engine personnel from their last scheduled day working to their next scheduled day working.

11202.8.10 Appeal of a Denial:

An appeal to the denial of a shift trade may be made to the battalion chief, who shall approve, modify, or deny the appeal.

11202.8.11 Once a shift trade has been approved by the company officers and scheduled by the roster station, the trade is considered as part of the affected employee's normal work schedule. Therefore, the now off-duty employee would be entitled to overtime pay if that employee worked overtime.

11202.8.12 The cancellation of a scheduled shift trade shall be requested by both parties to their company officers and forwarded to the roster station.

11202.8.13 Incomplete Personal Shift Trades:

If an employee is unable to work the shift trade day on, he or she shall utilize one of the methods listed below:

- Combined leave (Per AP 11201, "Combined Leave")
- Sick Leave/Family Sick Leave if appropriate (Hours will be charged to Combined Leave bank per Payroll rules.)
- Leave without pay, only if combined leave bank is exhausted

11202.8.13.1 Incomplete Personal Shift Trades (off) Scheduled Prior to Being on Leave without Pay:

- An employee with a prior scheduled shift trade off who is on leave without pay shall be granted a different day off upon return to work.
- The new payback day must be selected within the rules governing combined leave off.
- The new payback day must be taken within ninety (90) days of returning to work.
- If, due to combined leave limitations, the employee cannot reasonably meet these time frames, they may be extended by the assistant chief.
- Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.2 Incomplete Personal Shift Trades Due to Transfer or Promotion:

- Incomplete shift trades off due to an employee being transferred onto the same shift as the scheduled payback date, or being promoted:
 - The employee will be granted a different day off on the new shift or classification. The new payback day must be selected within the rules governing combined leave off. The payback day must be taken as soon as reasonably possible and no more than ninety (90) days after being transferred or promoted. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.
- Incomplete shift trades on due to an employee being transferred or promoted onto the same shift as the scheduled day on, or being promoted:
 - The employee will be required to pay back the day on the new shift or classification. The payback day must be selected from vacancies in the roster and must be worked as soon as reasonably possible, no more than ninety (90) days after being transferred or promoted. If, due to vacancy limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.3 Incomplete or Pending Shift Trades Personal when Assigned to an Alternate Work Schedule:

- Personnel requested to change to an alternate work schedule are required to advise the requesting manager of any pending or incomplete shift trades. The employee may, at his or her option, do either of the following:
 - Cancel the shift trade if neither side has been worked
 - Refuse the alternate work schedule assignment
 - The employee will be granted a different day off. The new payback day must be selected within the rules governing combined leave off. The payback day must be taken as soon as reasonably possible and no more than ninety (90) days after being transferred or promoted. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

○

11202.8.13.3.1 If, per the provisions of the current MOA, the employee is ordered to the new assignment, or the authorizing manager agrees, then the employee will have no obligation to repay an incomplete shift trade on. For an incomplete shift trade off, the employee may reschedule a new day off. The new day off must be selected within the rules governing combined leave off. The new day off must be taken as soon as reasonably possible, no more than ninety (90) days after returning to a fifty-six (56) hour work schedule. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.8.13.4 Incomplete or pending shift trades personal when on industrial leave:

- If neither side has been worked, the entire trade is cancelled.
- Shift trade days off shall remain on the schedule.
- Shift trade days on shall be covered by industrial leave.

11202.8.14 Fringe Benefits:

Shift trades will not result in an increase or decrease in fringe benefits, accruals, or shifts counted toward acting pay.

11202.8.15 Shift Trades Against the Vacation Roster:

Employees may shift trade against the vacation roster, provided the employee works the traded shift prior to taking the time off. Shift trades against the vacation roster shall be submitted by the company officer/battalion chief of the employee initiating the shift trade to the roster station. The roster station will communicate the disposition of the request to the employee and supervisor. The number of shift trades granted against the combined leave roster shall be governed by the maximum number of personnel allowed off on combined leave per zone. The request may be granted only if the number of personnel allowed off is not exceeded. Personnel shall be charged for a shift trade for each limited shift trade made against the vacation roster.

11202.8.15.1 Shift trade rosters on will be selected from the vacation roster or permanent openings within the same zone, or long term openings due to allocated seasonal positions (ie. Patrol 16, Aviation Manager, Hand Crew Crew Boss etc.) Shift Trade Rosters into the seasonal positions must have the first half worked by November 1st. (Except as specified below). They shall be selected from any day beyond Roster Day 21 and the end of

the calendar year. The associated shift trade roster day off must be taken within the same time frames.

11202.8.15.2 Daisy chain shift trades with the roster are not permitted.

11202.8.15.3 Incomplete Shift trade rosters On:

- When no part of the shift trade roster has been worked, it shall be cancelled regardless of the reason. The shift trade roster will not be modified for any reason.
- When twelve (12) or more hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee's combined leave bank will be charged for the number of hours remaining in the shift. The associated shift-trade day off will remain in force.
- When less than twelve (12) hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee will be paid premium overtime pay for the number of hours worked. The associated shift-trade day off will be cancelled.
- When any part of a shift trade roster on has been worked, and the employee is unable to complete the shift due to industrial injury, the remainder of the shift trade on will be charged to 4850 time. The associated day off will remain in force.

11202.8.15.4 Cancellation of Shift Trade Rosters:

Employees may cancel an assigned Shift Trade Roster without a Guarantee by notifying the zone roster station at least eight (8) staffing roster days prior to the beginning of the assigned shift. All Shift Trade Roster cancellation requests seven (7) days or less prior to the beginning of the shift require a Guarantee.

11202.8.15.5 HIRT-assigned personnel can only shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.8.15.5.1 All HIRT-qualified personnel, regardless of assignment, may shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.8.15.6 Paramedic-assigned personnel can only shift trade against the vacation roster with an opening that will occur consistent with their current certification level.

11202.8.15.7 Personnel shall be permitted to shift trade against the vacation roster in their assigned zone only, except for paramedics who may shift-trade Department-wide.

11202.8.15.8 If a person transfers into a vacant assignment against which there is a current shift trade roster, then the shift trade roster is cancelled.

11202.8.15.9 Documentation of shift trades will be subject to the provisions of the agreement between the parties indicated below:

11202.8.15.9.1 The VCPFA and the VCFD agree to jointly develop a shift-trade tracking system that will ensure the completion of all shift trades in compliance with the MOA, this policy, and FLSA.

11202.8.15.9.2 The company journal shall be the document of last resort when defining time-worked issues.

EXHIBIT H

MEMORANDUM OF AGREEMENT



**Between the
Ventura County Fire Protection
District**

and the

**Ventura County Professional
Firefighters Association**

July 31, 2018 - July 31, 2021

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ARTICLE 1
PREAMBLE

This Memorandum of Agreement (hereinafter referred to as "Agreement") between the Ventura County Fire Protection District (hereinafter referred to as "District") and the Ventura County Professional Firefighter's Association (hereinafter referred to as "Association" or "VCPFA") summarizes the full and complete agreement reached concerning wages, hours, and working conditions.

ARTICLE 2
TERM

- Sec. 201 TERM: This Agreement shall be effective upon final adoption by the Board of Directors of the District and shall remain in full force and effect until 11:59 p.m., July 31, 2021. Unless contrary to State or Federal Law, all terms and conditions of the previous Agreement between the parties which expired on June 2, 2018, shall be deemed to have been extended and in full force and effect for the period between June 2, 2018, and the commencement of this Agreement.
- Sec. 202 SUCCESSOR AGREEMENT: In the event either party desires to negotiate a successor Agreement, that party shall, no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration date specified in Section 201, serve upon the other its written request to negotiate as well as its initial written proposals for such successor Agreement. Negotiations shall begin within two weeks following receipt of the request to negotiate.
- Sec. 203 DISTRIBUTION: Each work-site shall be provided a copy of this Agreement within thirty (30) days of implementation. The current Agreement shall be posted on the VCFPD Firenet Website for reference within the same time frame.
- Sec. 204 This Agreement shall be binding upon any other employee organization which, during the term of this Agreement, succeeds the VCPFA as the authorized employee organization.

ARTICLE 3 IMPLEMENTATION

This Agreement shall not be binding upon either of the parties unless and until ratified by the membership of VCPFA and approved by the District's Board of Directors. Following approval by the Board of Directors, it shall enact necessary amendments to all ordinances required to implement the full provisions of this Agreement.

ARTICLE 4 RECOGNITION

The Association is the official recognized bargaining representative for the below listed classifications, and this Agreement shall only apply to persons employed in the following classifications:

Sec. 401

Firefighter Unit:

- Firefighter Trainee (00779)
- Firefighter (00770)
- Fire Captain (00750)
- Fire Crew Supervisor (00369)
- Fire Equipment Operator (00765)
- Fire Engineer (00760)
- Fire Investigation Specialist (01048)
- Fire Prevention Officer - Non-Safety (01782)
- Fire Specialist - Non-Safety (01572)
- Fire Inspector - Non-Safety (01570)
- Sr. Fire Inspector - Non-Safety (01569)
- Fire Systems Engineer - Non-Safety (00898)
- Hazardous Materials Specialist (01377)

Auxiliary Unit:

- Fire Control Worker (00324)
- Senior Fire Control Worker (00325)

Sec. 402 The terms "firefighter(s)", "safety member(s)" or "employee(s)", as used in this Agreement shall refer only to persons employed by the District in said bargaining units. The terms "he" or "his" as used in this Agreement shall refer to all employees, regardless of sex. The terms "Fire Chief", "Appointing Authority", and "Agency/Department Head" shall refer to the Fire Chief and/or his duly authorized designee.

Employees who are not safety members shall have all benefits afforded by this Agreement with the exception of Retirement and Industrial Leave. Retirement and Industrial Leave benefits shall be as a non-safety member.

ARTICLE 5
PAY PLAN

Sec. 501 HOURLY RATE OF PAY ADJUSTMENTS:

Effective July 1, 2018, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by one and one-half percent (1.5%).

Effective June 30, 2019, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by one and one-half percent (1.5%).

Effective June 28, 2020, the base hourly rate range of each classification covered by this Agreement, and the base hourly rate of pay of each represented employee therein, shall be increased by one and one-half percent (1.5%).

Sec. 502 RETIREMENT CONTRIBUTIONS:

- A. All employees covered by this Agreement shall contribute as retirement contributions an amount equal to one-half of the normal cost rate of the applicable retirement formula. Any required amounts in excess of the required member contribution shall be contributed pursuant to the cost-sharing provision set forth in Government Code 31631.5.

Thereafter, the normal cost rate shall be subject to actuarial adjustments whereupon the employee will continue to contribute one-half (½) of the adjusted normal cost rate.

- B. Pursuant to Section 414(h)(2) of the Internal Revenue Code, the District shall declare that it is "picking up" the entire required member contribution so as to cause the taxable income of each represented employee to be reduced by the amount of the "pick up." Therefore, for taxation purposes, this "pick up" shall not be regarded as ordinary income in accordance with Section 414(h) of the United States Internal Revenue Code.

- Sec. 503 The District shall make an on-going bi-weekly contribution to a trust fund established by VCPFA to pay health insurance premiums for eligible future Firefighter Unit retirees and dependents in an amount equal to the entire amount saved by the District by virtue of a previous one percent (1.00%) salary reduction, including all roll-ups, for all employees except those in the Fire Auxilliary Unit.

The District will treat these contributions as ordinary income unless VCPFA provides the District with a legal opinion that the trust fund established by VCPFA is qualified under the Internal Revenue Code for tax deferred status, and that the contributions made to the trust by the District are not includable in the gross income of employees whose salaries would be reduced at the time the contributions are made.

Upon the exercise of this option, VCPFA agrees to allow the District to audit the books and records of the trust it establishes, at the District's request, and to indemnify, defend and hold the District harmless from any and all liability, claims, demands, suits or any other loss, damage or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties. All monies refunded to the District by any trust established pursuant to this paragraph shall be distributed on a pro-rated basis in the form of salary, less normal deductions, to those employees whose salaries were reduced to enable the District to make the contributions to the trust.

- Sec. 504 COMPENSATION SCHEDULE: Except as otherwise provided herein, employees shall receive compensation within the pay range assigned to the classification of the position in which they are employed and in accordance with the pertinent conditions of employment enumerated in this Agreement.
- Sec. 505 REGULAR PAY DAY: Employees shall be paid on or about the Friday following the end of the biweekly pay period.
- Sec. 506 TERMINATION: Upon certification of the Director-Human Resources that the employment of any employee is terminated prior to the expiration of the biweekly pay period, the compensation due such person shall be paid no later than the next scheduled pay day following termination.
- Sec. 507 PAY RANGE CHANGES: Whenever a higher pay range is assigned to a classification, an employee holding a position in such classification shall have his rate of pay increased by the percentage increase to the classification's pay range, provided that no rate of pay shall be lower than the minimum of the new pay range established for that classification. The employee's probation hours needed and/or merit increase hours needed shall not change in such an adjustment. Whenever a pay range is assigned to a classification which previously was compensated on a flat rate, an employee shall either retain the rate of pay he held immediately prior to the establishing of such pay range or receive the minimum of the pay range established for the classification, whichever is greater.

Whenever the County Executive Officer furnishes reasonable proof that an employee whose classification was previously compensated on a flat rate is deserving of a higher placement in the newly established pay range than the minimum of such range, the Board may authorize an adjustment to any point in the pay range assigned to the classification. The employee's probation hours needed and/or merit increase hours needed shall not be affected by such adjustment.

Whenever a lower pay range is assigned to a classification, an employee holding a position in that class shall receive the same rate of pay he was receiving on the day preceding the effective date of the new range, if such rate of pay is within the newly established pay range. In all other instances, whenever a lower pay range is assigned to a classification, an employee holding a position in the class whose rate of pay immediately preceding the effective date of the new range was in excess of the maximum of the new range, then such employee shall receive the maximum of the new range, except as provided for in Section 521. The probation hours needed and/or merit increase hours needed of an employee classification shall not be affected by such adjustment.

- Sec. 508 PAY ON "Y" RATING: When an employee is "Y" rated, his rate of pay immediately prior to the date of downward reclassification is frozen and may not be increased until the maximum of the pay range assigned his new classification exceeds the rate of pay he was earning immediately prior to establishment of the "Y" rate. The employee shall then be placed at the point in the range most closely representing approximately a five percent (5%) increase in his/her rate of pay and shall retain the probation hours needed and/or merit increase hours needed that was in effect immediately prior to the establishment of the "Y" rate.
- Sec. 509 PRIORITY OF INCREASES: Whenever a general increase, a merit increase, a higher pay range or pay range placement, a promotional pay increase or any combination thereof are effective on the same date, the rate of pay to which an employee is entitled shall be fixed as follows: to the rate of pay received by the employee on the preceding day shall first be added any general increase, then any higher pay range or pay range placement, then any merit increase, and then any promotional increase.
- Sec. 510 PAY ON DEMOTION OF A PROMOTIONAL PROBATIONARY EMPLOYEE: A promotional probationary employee demoted to the class he formerly occupied in good standing shall have the rate of pay, probationary status, and probation hours needed and/or merit increase hours needed he would have achieved if he had remained in the lower class throughout the period of his service in the higher class.
- Sec. 511 PAY ON DEMOTION: Whenever a regular employee is demoted to a position in a lower class in which he has previously held status because of

reasons other than unsatisfactory performance, the employee shall be placed at the step he would have attained in his previous pay range had the employee not been promoted. The employee shall retain his probation hours needed and/or merit increase hours needed.

Sec. 512 MERIT INCREASES WITHIN THE PAY RANGE: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the Appointing Authority, setting forth the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase to the next higher step in the pay range for the class unless the employee is already at the top step of the range in which case no adjustment shall occur.

Sec. 513 TIME FOR MERIT ADVANCEMENTS: A newly appointed, re-employed, promoted or appointed employee may qualify for:

- A. An initial merit advancement within the pay range upon serving at least 1,040 (40 hour employees) or 1,456 (56 hour employees) compensable hours excluding overtime in that class.
- B. Succeeding merit increases within the pay range upon serving each additional 2,080 (40 hour employees) or 2,912 (56 hour employees) hours of compensable service excluding overtime in that class.
- C. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 514 MERIT REVIEW: At least one (1) pay period prior to an employee qualifying for a merit increase consideration, the Appointing Authority shall notify the Director-Human Resources and the employee in writing of his decisions regarding approval or denial of a merit increase. In all cases, the recommendations of the Appointing Authority shall be based on the determination of performance rating as previously discussed with the employee.

Sec. 515 DENIAL OF MERIT INCREASE: If, after counseling by the employee's immediate supervisor relative to an employee's unacceptable performance, and in the Appointing Authority's judgment, the employee's performance does not warrant a merit increase upon meeting the time requirements of Section 514, the department/agency head may deny the increase and must complete the District performance evaluation rating form and shall set forth in writing within fifteen (15) days the specific reasons for such denial to both the employee and the Director-Human Resources. Any time prior to the employee qualifying for his next merit increase consideration the employee may request a review of his merit increase by the Appointing Authority, or, the Appointing Authority, by his own initiative,

may review the matter. If the Appointing Authority concurs with the requested review or if the Appointing Authority independently initiates his own review, then the Appointing Authority shall reopen the matter by submitting another performance rating and recommendation. If an employee's merit increase is granted prior to completing at least 2,080 hours of compensable service after it was denied, that employee's next merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service from the first Sunday of the pay period in which the increase was finally granted.

Sec. 516 CORRECTING ERROR IN OVERLOOKING MERIT INCREASE: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller shall compensate the employee for the additional hourly rate of pay he should have received dating from the first Sunday of the pay period after which he would have satisfied the merit increase hours requirement of Section 513 by adding said additional hourly rate of pay to the employee's next scheduled paycheck. In such cases the employee's current merit increase hours needed will be adjusted as needed.

Sec. 517 PAY ON PROMOTION: When a regular employee is promoted to a position in a class having a higher pay range, the employee's rate of pay shall be adjusted as follows:

- A. To the first step of said higher pay range for the applicable class; or
- B. If pursuant to Subsection A above, the employee's new rate of pay would be less than five percent (5%) above his previous rate, the adjustment shall be to the lowest step in the applicable pay range that assures no less than a five percent (5%) increase.

Sec. 518 EFFECTIVE DATE OF PROMOTION: Whenever an employee is promoted, the effective date of his promotion shall be the first Sunday of the pay period following notification of the promotion unless the notification provides otherwise.

Sec. 519 TEMPORARY PROMOTION:

- A. A line assigned employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave) shall have their rate of pay adjusted to the first step of the range of said higher classification, commencing with the first shift. Such assignments shall be made from qualified employees as determined by their being on the appropriate promotional eligibility list. Such premium pay shall then be paid without additional

approval for payment by the District.

A 40-hour work week employee assigned to a higher classification by the Appointing Authority or his representative to fill a vacancy caused by sick leave or other approved leave (excluding combined leave), and who serves in said higher classification for consecutive workdays aggregating eighty (80) hours, shall thereafter have his/ her rate of pay adjusted to the first step of the range for said higher classification.

- B. Both 40-hour and line assigned employees shall receive their rate of pay as long as they continue to serve in said higher classification and shall be entitled to receive step increases within the range for the position as though they had been appointed on the day they began to receive the pay adjustment described in Sub-section A above, as designated for the position. The waiting period shall apply each time a regular employee is assigned to a higher classification in this manner. Except that if the regular employee is subsequently promoted to that higher classification, without interruption, then such employee shall have his probation hours needed and/or merit increase hours needed adjusted as if the employee were originally promoted on the first day of the temporary assignment.
- C. A Paramedic who assumes a temporary promotion and is not assigned to the ALS program is not eligible for the Paramedic premium pay described in Section 607, but is eligible for the entitlements under Sections 811 and 1107. Said employees are required to maintain State Paramedic licensure.

Sec. 520 ADDITIONAL COMPENSATION TO SUPERVISORS: A person occupying a supervisory position shall receive compensation at a rate of seven and one-half percent (7 ½%) more per pay period than any one of his subordinates provided that:

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

Such compensation shall not be effective before the first day of the pay period during which the finding called for in paragraph "A" above is made. Where the subordinate is receiving a "Y" rate, or is for any other reason paid more than the base rate set for his classification, the supervisor's compensation shall be computed as if the subordinate were in fact receiving such base rate. Unless otherwise determined by the Director-Human Resources, such additional compensation shall be effective only for the period deemed necessary to maintain the salary of the supervisor at a rate of seven and one-half percent (7.5%) above that received by the subordinate. If the seven and one-half percent (7.5%) pay differential shall cease to exist due to merit increase, transfer, reassignment, reclassification, promotion, demotion, termination or any other contingency, then the rate of pay of the supervisor shall be adjusted to the rate he would have attained notwithstanding the provisions of this section. The effective date of said adjustment shall be the first day of the pay period following the change in the status of the subordinate. A change in the rate of pay or status of the supervisor shall invoke the Merit Increase sections of this Agreement and said section shall only be applied to the base rate of pay of the supervisor. The Director-Human Resources, at her discretion, may then apply the provisions of this section to a new base rate of pay accruing to any supervisor so affected. Policies and procedures relating to probation hours needed and/or merit increase hours needed are not affected by the provisions of this section.

Sec. 521 ADVANCED HOURLY RATE OF PAY PLACEMENT (LATERAL TRANSFERS): Upon the recommendation of the County Fire Chief and the Director-Human Resources, the County Executive Office may approve hiring a lateral transfer of an employee in the classification of Firefighter beyond the first step of the range. Reasonable proof must be presented that an applicant has qualifications deserving a starting hourly rate of pay higher than the first step of the salary range. Lateral transfers may not be hired into any classification except the classification of Firefighter.

ARTICLE 6
PREMIUM PAY

Sec. 601 BILINGUAL PREMIUM PAY:

Firefighter Unit:

Employees whose duties require the use of bilingual skills and who pass the language proficiency test established and administered by the Human Resources Division shall receive forty cents (\$.40) per hour compensated, not to exceed eighty (80) compensated hours for staff assigned personnel or one hundred twelve (112) compensated hours for line-assigned personnel, per biweekly pay period. Such premium pay shall be in addition to their base pay. During the term of this Agreement, the "use" requirement as previously defined by the Fire Chief shall be waived, and all employees that pass the proficiency test, regardless of station assignment, shall receive bilingual premium pay. All employees receiving said pay on December 29, 1984, shall continue to receive said pay during the term of their employment with the District, regardless of station assignment.

Auxiliary Unit:

Fire Control Workers and Senior Fire Control Workers whose positions require the use of bilingual skills shall be allocated for bilingual premium pay at the I, II, or III level. The allocation of positions among the respective levels shall be made by the Fire Chief, based upon the criteria established by, and subject to approval by, the Director-Human Resources. An employee's bilingual proficiency at Levels I and II shall be determined by an examination administered and certification issued by the Director-Human Resources or other approved county or city employer or educational facility at the employee's expense. Level III proficiency examinations shall be developed and administered solely by the Director-Human Resources. The level of an employee's bilingual proficiency shall be determined by an examination administered by the Director – Human Resources. Employees assigned to such positions shall be eligible for bilingual premium pay at the level of their position or level of their proficiency, whichever is less, subject to the conditions set forth herein.

The rates for the respective levels are:

<u>Bilingual Level</u>	<u>Premium Pay</u>
I	\$.65/hour
II	\$.80/hour
III	\$.90/hour

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

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

A Joint Labor Management Committee shall be convened to study the bilingual standards, training and incentive amount. Any agreed upon changes will be implemented through an amendment to this Agreement.

Sec. 602 STANDBY PREMIUM PAY: Any employee in the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to forecasted emergency conditions. Any such employee shall be compensated at the rate of one-fourth (1/4) his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

Sec. 603 Return To Duty: Employees who are called in to return to duty and report to work for one (1) hour or less, including those released from duty without having to work, shall receive an amount equal to two (2) hours of pay at straight time computed at the regular hourly rate. Any such employee who works more than one (1) hour shall receive appropriate overtime compensation for all time worked.

Sec. 604 EMT PREMIUM PAY: Subject to the following, all safety employees in the Firefighter Unit, shall be eligible to receive an Emergency Medical Technician Premium payment equivalent to four and three-quarters percent (4.75%) of the current, top-step Firefighter biweekly base rate of pay, only.

A. This payment is to be paid biweekly.

B. Employees who elect to attend a required EMT training program while in an off-duty capacity shall not be entitled to any overtime compensation for time spent attending that program. The District will hold twelve separate sessions of each such training program. Four will be held during on-duty time for fire suppression employees on each shift. On-duty employees will be allowed to attend any such training program that they may designate while on duty.

This provision shall not apply to employees who are prevented from attending any of the scheduled training programs while the employee is off duty due to industrial leave.

- C. Failure to obtain and/or maintain all required certificates and/or licenses shall result in denial of payment under this section, and shall also empower the District to impose disciplinary action. In addition, after review, the employee may be immediately reassigned without any loss of pay other than the EMT bonus. In lieu of this reassignment, the employee may elect to use paid leave benefits to perform the necessary acts to secure the required certification. Notwithstanding the foregoing, employees currently employed in the classifications of Fire Crew Supervisor, Hazardous Materials Specialist, Fire Prevention Officer – Safety and Fire Equipment Operator who do not obtain certification will not be subject to discipline. However, any such employee who does obtain certification shall then become subject to all the provisions of this Section C.
- D. Benefits potentially due under this Section shall not apply to Firefighter Trainees prior to successful graduation from the Academy.
- E. The District agrees to defend any and all employees against any and all civil claims or civil actions relating to the use of defibrillation equipment as required by Government Code section 995, or any other applicable law. In addition, the District agrees to indemnify, hold harmless and pay any judgment or settlement to which the District agrees relating to such employees and such claims as required by Government Code sections 825, 825.2, 825.6, 844.6, and 845.8, or any other applicable law. This section is not intended to expand or limit the District's rights and/or obligations under existing law.

Sec. 605 HIRT TEAM PREMIUM: An employee assigned to the Hazardous Incident Response Team (HIRT) shall receive an HIRT Premium Payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. The payment shall be made biweekly. An employee regularly assigned to the HIRT shall not receive the bonus payment specified in Section 606 below.

An employee who transfers into the HIRT must attain certification as a Hazardous Materials Technician (or its equivalent).

The District agrees to pay the HIRT premium to at least six captains, six engineers and six firefighters.

Sec. 606 HIRT POOL PREMIUM: Employees who have attained certification of at least Hazardous Materials Technician (or its equivalent) shall be eligible to

become part of the HIRT Resource Pool (Pool). Members of this Pool will be eligible to work callbacks, mandates, shift-trades, etc. on the HIRT. Any HIRT Pool member shall receive an hourly bonus of \$1.25 (or a pro-rata portion thereof) for each hour spent working on the HIRT. Any employee working on the HIRT due to a voluntary shift-trade shall not be eligible to receive this hourly bonus. Employees shall commit to remain in the Pool for at least two (2) years after acceptance into the Pool. Exceptions to this commitment shall be allowed only upon approval of the Fire Chief.

Sec. 607 PARAMEDIC PREMIUM PAY: Firefighters and Firefighter Trainees who have (a) been) licensed as Paramedics by the State of California, (b) attained accreditation from the County Emergency Medical Service Agency, and (c) been assigned by the Fire Chief on a permanent or temporary basis to the Advanced Life Support (ALS) program shall be eligible to receive Paramedic premium pay in an amount equal to 10% of their current biweekly base rate of pay while at Level I. An employee advancing to level II shall receive Paramedic premium pay in an amount equal to 15% of the current top step Firefighter biweekly base rate of pay. An employee advancing to the Preceptor level shall receive Paramedic premium pay in an amount equal to 20% of the current top step Firefighter biweekly base rate of pay. Biweekly base rate of pay is determined by the then applicable compensation schedule referred to in Section 501, and is the equivalent of annual base hourly rate of pay divided by 26 pay periods. These payments are to be paid biweekly. Paramedics shall advance from level I or II within 18 months, unless exempted by the Fire Chief or prevented by circumstances beyond their control.

The Paramedic premium pay shall be in addition to the EMT Premium pay set forth in Section 604.

A Paramedic may withdraw from the ALS program during his/her first three years in the program only with the approval of the Fire Chief, in which case he/she shall no longer be eligible for the Paramedic premium pay. Any Paramedic who intentionally fails to maintain required licensing or accreditation for the purpose of achieving removal from the ALS program is subject to discipline, up to and including dismissal, as well as loss of the Paramedic premium pay. A Paramedic who has completed service in the ALS program for three years or more may opt-out of the program.

Paramedics who suffer a loss of license or reduction of accreditation for reasons other than the inability to qualify because of an industrial illness or injury are not eligible for the applicable Paramedic premium pay until the license and/or accreditation is restored. In no event shall an employee who maintains licensure be reduced below level II Paramedic. Relicensing and accreditation are the employee's responsibility but are subject to overtime compensation by the District under Section 1108.

Only employees in the classifications of Firefighter and Firefighter Trainee who have successfully graduated from the Academy shall be eligible for the Paramedic premium pay described in this section. Employees in other classifications who are licensed as Paramedics are allowed to practice their Paramedic skills on-duty and may attend on-duty continuing education, but are not eligible for the Paramedic premium pay.

Licensed Paramedics in the classifications of Firefighter and Firefighter Trainee shall be eligible to become part of the Paramedic Resource Pool at the sole discretion of the Fire Chief. Said Paramedics shall receive Paramedic premium pay as described above with the number of pool participants flexible at the Fire Chief's discretion based upon the program's needs. Firefighter assignments at engine/rescue engine companies that are associated with a Paramedic squad shall be designated as pool paramedic assignments.

Licensed Level II Paramedics who were previously assigned to positions within the ALS Program may be permitted to work overtime in an ALS assignment and be compensated with the paramedic premium pay for time worked in that assignment at the discretion of the Fire Chief or his/her designee.

Fire Engineers and Fire Captains who are State licensed Paramedics and accredited Level II Paramedics by the County of Ventura Emergency Medical Services Agency may be assigned to the ALS Program at the discretion of the Fire Chief and shall be compensated with Paramedic Premium Pay at the rate of ten percent (10%) of their base rate of pay.

Sec. 608 INSPECTION PREMIUM: Employees who are required to conduct fire inspections outside of their normally scheduled work hours will be compensated for the hours actually spent conducting the inspection including any needed pre-inspection preparation or post-inspection work and drive time. Affected employees shall be compensated for a minimum of four hours pay in accordance with Article 11, "Overtime", of this Agreement.

Sec. 609 URBAN SEARCH AND RESCUE PREMIUM: Effective June 30, 2019, a qualified employee regularly assigned to the Urban Search and Rescue (USAR) Company shall receive a premium payment equivalent to five percent (5%) of the current, top step Firefighter biweekly base rate of pay. This payment shall be made biweekly.

Should an employee who is regularly assigned to the USAR Company be on a leave of absence, another qualified employee may be assigned to the USAR Company to backfill the temporary vacancy at the discretion of the Fire Chief. The employee assigned to backfill the temporary vacancy shall,

after serving a full pay-period in the Company, receive the USAR premium during the time that the employee is assigned to the USAR.

Should an employee on a leave of absence continue to receive the USAR premium while on leave, any employee assigned to backfill that vacancy will be ineligible to receive the USAR premium for as long as the employee may backfill such vacancy.

ARTICLE 7
FLEXIBLE BENEFIT PROGRAM

Sec. 701 PLAN OPTIONS: Employees covered by this Agreement may elect to participate in either the "County of Ventura Flexible Benefit Program" (hereinafter referred to as the Flexible Benefit Program) as set forth in the plan document for that program including all applicable supplements or the VCPFA-sponsored Medical Insurance Program. Any employee electing to participate in such program shall be permitted to select, pursuant to the provision of Section 703 below and the plan document, any Flexible Benefit Program option made available to any other represented employee through a County sponsored plan. Once enrolled in a VCPFA-sponsored Medical Insurance Plan through the County's cafeteria plan, an employee may only elect to enroll in VCPFA-sponsored Medical Insurance Plans thereafter.

Employees currently enrolled in the VCPFA sponsored Medical Insurance Plans and employees hired after July 01, 2009 and covered by this Agreement may only participate in the VCPFA sponsored Medical Insurance Plans.

Sec. 702 DISTRICT CONTRIBUTIONS: The District shall continue to contribute \$272.00 per biweekly pay period on behalf of each employee who enrolls in the Flexible Benefit Program. Effective July 1, 2018, the District's contribution shall be increased to \$322.00 per bi-weekly pay period.

Effective June 30, 2019, the District's contribution shall increase to \$372.00 per biweekly pay period.

Effective June 28, 2020, the District's contribution shall increase to \$432.00 per biweekly pay period.

Sec. 703 ENROLLMENT: An employee, once enrolled in a flexible benefits option or options shall remain in said plan or plans until the next open enrollment period is declared. Such open enrollment shall occur at least once per plan year. The County reserves the right to adjust the Flexible Benefits Plan's option or options rates at any time during the plan year following thirty (30) days' notice to the VCPFA.

Sec. 704 CONTINUATION OF MEDICAL PLAN: Should an employee exhaust sick leave and go on medical or maternity leave of absence without pay, the District agrees to continue to make its contribution to the health insurance option in which the employee is enrolled for up to sixteen (16) biweekly pay periods. Eligibility under this provision will run concurrently with eligibility under the Family Medical Leave Act (FMLA). The compensation upon which payment of this premium is based shall be the number of hours compensated on the bi-week immediately preceding the placement

of the employee during medical or maternity leave. This section shall not be applicable to employees receiving compensation pursuant to Section 4850 of the Labor Code. Section 4850 shall determine length of benefit for said employees.

Sec. 705 LABOR/MANAGEMENT COMMITTEE: The Association agrees that it is in the best interest of the parties to participate in an ongoing review of the current Health Insurance Plans and their designs. Accordingly, the parties agree to the continuation of a joint management/labor health care cost containment committee. The District agrees to provide the committee with information such as appropriate utilization and claims experience and other information relative to its health care plans. Such committee shall meet at least quarterly for the purpose of discussing cost containment alternatives, reviewing financial progress of the plan and assisting in educational activities and to provide additional options within the cafeteria as deemed appropriate.

Sec. 706 AUDIT OF HEALTH PLAN: VCPFA agrees to allow the District to audit the books and records of the Association insurance plans at the District's request.

Sec. 707 HEALTH PLAN INFORMATION: VCPFA agrees to provide the District with the following information upon request by the District:

- A. Present health care and dental premiums.
- B. A copy of the current health care contract and a sheet or pamphlet summarizing the benefits.

Sec. 708 HEALTH PLAN REVIEW: Annually and upon any modification to existing benefits, VCPFA shall submit a detailed report of the benefits provided under the Association's medical health plan to the County Director-Human Resources for his review and approval. Authorization by the Board of Directors of the District contribution provided under Section 702 shall be contingent upon the County Director-Human Resources' certification of eligibility.

Within thirty (30) days of receipt of the information required above, the District Director-Human Resources shall either certify the plan, or advise the Association in writing of his denial of certification and the reasons thereof.

The Association plan shall be deemed eligible to receive the District contribution when benefits provided under said plan are at least comparable to those provided under the County-sponsored plan.

Sec. 709 COUNTY'S RIGHT TO MAKE CHANGES: For the term of this Agreement, the parties agree that the County retains the exclusive right to make changes necessary to administer the Flexible Benefits Programs, and VCPFA specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes. Such changes may include, but are not limited to, the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

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

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

ARTICLE 8
OTHER COMPENSABLE BENEFITS

- Sec. 801 MILEAGE REIMBURSEMENT: Employees who are required to use their personal vehicles for District business shall be reimbursed at a rate equivalent to the standard mileage rate established by proclamation of the Internal Revenue Service.
- Sec. 802 NECESSARY AND ACTUAL EXPENSES: Necessary and actual expenses incurred by an employee while attending to business of the District may be reimbursed with the approval and authorization of the Fire Chief. A statement of justification satisfactory to the Auditor shall be submitted with the claims. Such reimbursement, however, does not apply whenever compensation has been received from other sources.
- Sec. 803 UNIFORM/MAINTENANCE ALLOWANCE: On the pay day closest to December 1st of each year, employees in the Firefighter Unit shall receive an annual uniform maintenance allowance of \$1,000, which includes replacement of Wildland and Station safety boots and all employees in the Auxiliary Unit shall receive an annual uniform maintenance allowance of \$925.00. In addition, all employees in the Auxiliary Unit shall receive a boot voucher of \$135.00 on the pay day closest to July 1st of each year.

A new Auxiliary Unit employee shall become eligible to receive a boot voucher of \$135.00 upon hire. The parties recognize and agree that distribution of the voucher completely satisfies any obligation the District may have with respect to the provision of safety boots. Upon demonstration of need and approval by the Appointing Authority, an employee may receive an additional \$135 voucher towards the purchase of a replacement pair of safety boots.

Other considerations with respect to uniforms;

1. Employees who terminate District employment for any reason prior to December 1, shall not receive said Uniform Allowance.
2. New employees in the Firefighter Unit, shall receive within the first pay period of employment \$1,375 which shall include the cost of their safety boots and dress uniform. If they are hired between July 1 and December 31, they shall not be entitled to the December 1 annual payment for that calendar year. However, if they are hired between January 1 and June 30, they shall also be entitled to the December 1 annual payment for that calendar year. Employees will receive one uniform allowance payment per fiscal year.
3. The District shall continue to provide foul weather uniforms.

4. The District may designate a dress code for all employees assigned to staff functions; provided, however, that any such dress code shall not become effective until the January 1st following such designation.
5. Employees in the Firefighter Unit are required to obtain and thereafter to maintain a dress uniform as described in the District's Administrative Policy.
6. For employees in the Firefighter Unit, upon employment the District will provide two (2) pairs of "Battle Dress Uniform" (BDU) pants. Upon completion of the Academy the District will provide two (2) additional pairs of BDU pants for a total of four (4) pairs. The District will ensure the employee always has four (4) serviceable pairs and will replace garments damaged and destroyed in the line of duty, or through normal wear and tear on a direct, one-for-one exchange. The District shall retain the right to determine the proper garments for wear in a given situation.

Sec. 804 STAFF PAY: Firefighter Trainees, Firefighters, Fire Engineers, Fire Captains, and Fire Investigation Specialists assigned to a staff function, as determined by the Fire Chief, on a 40-hour work week schedule, shall be eligible for staff pay as follows:

- A. All persons regularly assigned to a staff function shall receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period, in addition to their designated hourly rate of pay.
- B. All persons performing full time seasonal staff functions will receive two dollars (\$2.00) per hour, up to eighty (80) hours per pay period in addition to their designated hourly rate of pay.

Sec. 805 PERSONAL PROPERTY REIMBURSEMENT POLICY

CRITERIA: When employees have an item of personal property lost, damaged, or stolen while in the line of duty and through no fault of their own; and when that item is necessarily worn, carried or required as part of their job, a claim for reimbursement may be submitted to Risk Management through the Personnel Bureau.

- A. LEVEL OF REIMBURSEMENT: Glasses, dentures, hearing aids, or other prosthesis and watches will be reimbursed as provided for in Section B.

All items of personal property listed in Table I which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables I and III. Such a formula will be based on the age,

replacement cost, life expectancy and condition of the article at the time it was lost, damaged or stolen. The formula is derived by using Tables I and III.

TABLE
E I

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

LIFE EXPECTANCY RATE			
MEN'S WEAR		WOMEN'S WEAR	
Item	Rate (Years)	Item	Rate (Years)
		11. Uniforms	1.5

For employees represented by the VCPFA, all uniform items listed in Table II which are damaged, lost or stolen will be reimbursed at a formula rate, as provided for in Tables II and III. Such formula will be based on the age, replacement cost, life expectancy, and condition of the article at the time it was lost, damaged or stolen. The formula is devised by use of the Tables II and III.

TABLE II

Night Jacket	Standard Uniform Trousers
Optional Uniform Cap	Summer Shirt
Regular Uniform Jacket	Uniform Belt
Regular Uniform Skirt	Uniform Boots
Regular Uniform Trousers	Uniform Shoes
Shoulder Patches - Service Stars	Utility Shirt
Standard Uniform Cap	Utility Uniform Jacket
Standard Uniform Jacket	Utility Uniform Trousers

TABLE III

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

Using the replacement cost, the life expectancy, the actual age and condition, a reimbursement percentage will be established and from that the amount of payment will be determined. All items will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum payment of two-hundred and fifty dollars (\$250.00).

- B. AMOUNT OF REIMBURSEMENT: The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be the replacement cost of lost or stolen items or the repair cost of items that are repairable. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to a ten dollar (\$10.00) minimum claim limit and a maximum of two hundred and fifty dollars (\$250.00).

Jewelry items will not be reimbursable. Lost, stolen or damaged watches required by employment will be reimbursed at their functional value, i.e., minus their jewelry value to a maximum of seventy dollars (\$70.00). They will also be subject to a ten dollar (\$10.00) minimum claim limit.

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

- C. APPEAL PROCEDURE: In the event the employee disagrees with the reimbursement provided by Risk Management, a grievance may be instituted.

Sec. 806 EDUCATIONAL INCENTIVE PAY:

- A. PLAN "A": Effective November 21, 2013, qualifying employees shall receive incentive pay equal to the following applicable percentage of their base hourly rate of pay in addition to their base hourly rate of pay for educational attainments not specifically required by the position pursuant to the official class specification maintained by the Human Resources Division as follows:

1.	Associate in Arts/Science Degree	2.5%
2.	Bachelor's Degree	3.5%
3.	Graduate Degree	5.0%

- B. PLAN "B": Employees in the Firefighter Unit possessing either an Associate or Bachelor Degree shall be eligible to receive educational incentive pay at the rate indicated below; provided, however,

1. The Degree must be in an academic major or subject area that holds a reasonable potential for resulting in more effective operation or administration of the District. The initial determination as to eligibility shall be made by the Fire Chief and shall be subject to challenge pursuant to Article 27 or 28 whichever is applicable; and,
2. The employee has been regularly employed by the District in a classification within these representation units for at least five (5) years; and,
3. The employee has either:
 - a. Reached and remains at the top of the pay range for the classification within these representation units at which he was initially hired; or,
 - b. The employee has promoted to a higher paying classification within these representation units.

Eligible employees shall receive incentive pay at the following biweekly rates:

<u>CLASSIFICATION</u>	<u>ASSOCIATE DEGREE</u>	<u>BACHELOR DEGREE</u>
Fire Captain	\$ 97.57	\$146.34
Fire Crew Supervisor	\$ 96.26	\$144.40
Fire Engineer	\$ 84.09	\$126.13
Fire Fighter	\$ 72.47	\$108.71
Fire Equipment Operator	\$ 91.70	\$137.55

Fire Inspector	\$ 71.29	\$106.92
Fire Investigation Spec	\$100.32	\$150.48
Fire Prevention Officer	\$ 96.35	\$144.50
Fire Specialist	\$ 67.88	\$101.81
Fire Systems Engineer	\$ 96.67	\$145.01
Hazardous Materials Spec	\$ 97.57	\$146.34
Sr. Fire Inspector	\$ 79.25	\$118.86

Those employees reclassified out of the classifications described below as a result of the April 5, 1994 action of the Board of Directors who, pursuant to the provisions of the 1992-94 Memorandum of Agreement were (1) previously receiving Educational Incentive Pay attendant to the classification of Fire Prevention Officer I, II, or III and/or (2) subsequently qualify for Educational Incentive Pay shall receive the following biweekly amounts for the applicable level of achievement until such time as the rates attendant to their new classification(s) exceeded those amounts, whereupon they shall receive those higher rates:

<u>PRIOR CLASSIFICATION</u>	<u>ASSOCIATE DEGREE</u>	<u>BACHELOR DEGREE</u>
Fire Prevention Officer III	\$105.35	\$158.02
Fire Prevention Officer II	\$ 90.78	\$136.18
Fire Prevention Officer I	\$ 78.24	\$117.37

- C. **EDUCATIONAL INCENTIVE - IN GENERAL:** In no case shall an employee receive both types of incentive pay set forth in Subsections A or B above; an employee shall be eligible to receive only one or the other incentive. Further, no employee shall be eligible to receive more than one level of either incentive plan; an employee shall receive only the highest level of either incentive plan for which he qualifies.

Sec. 807 **SAFETY:** The District shall furnish all safety equipment which is required by law for employees to perform their job in a safe manner.

Sec. 808 A. **FIRE SERVICE TRAINING:** The District shall allow its employees time off without loss of benefits to attend fire service related classes sponsored by the National Fire Academy and the California State Fire Academy when approved by the Fire Chief.

- B. Employees who volunteer and are selected to be trained at District expense for the purpose of providing training to other District employees shall, in order to have the District pay for that training, participate in a training agreement. The agreement shall provide that, following receipt of that training, if the employee declines to provide the agreed upon training of others for at least two (2) years

thereafter, the employee shall reimburse the District for the pro-rated cost of his/her training. Those costs shall be specifically identified in the agreement. The apportionment shall be based upon the ratio of the remainder of the two-year period unserved to two years times the cost of the training. For example, if the employee declines to provide the training of others six (6) months after he/she has received his/her training, he/she shall reimburse the District for 75% of the cost of the training he/she received. If, at the sole discretion of the Chief, such failure is due to reasonable circumstances completely beyond the employee's control, the Fire Chief may dissolve the agreement and thereby forgive the pro-rated reimbursement.

- Sec. 809 FLIGHT INSURANCE: The designated beneficiary of any employee covered by this Agreement who is killed as a result of an on-duty accident while in a District authorized helicopter or fixed wing aircraft shall be entitled to receive \$500,000 life insurance proceeds, with the premiums for such coverage to be paid by the District.
- Sec. 810 REIMBURSEMENT FOR RENEWAL OF CLASS A AND/OR B CALIFORNIA DRIVER LICENSE: Employees required to obtain and maintain any California Driver License other than a Class C (or its equivalent) and any required endorsements may request reimbursement for the difference in costs between the required license (including required endorsements) and the Class C license (or its equivalent). Reimbursement is not to be made for costs incurred when obtaining or renewing a Class C license or its equivalent. The failure to obtain and/or maintain any such required California Driver License (or equivalent) or any required endorsement shall empower the District to impose disciplinary action.
- Sec. 811 REIMBURSEMENT FOR FEES: Paramedics shall be reimbursed for licensing fees and basic course fees directly associated with re-licensing and accreditation.
- Sec. 812 PARAMEDIC SCHOOL SPONSORSHIP: Employees desiring to attend Paramedic training may do so using their own time. With the prior written approval of the Fire Chief, the District will provide the necessary related insurance coverage and employees will be reimbursed for costs of tuition, textbooks, and other associated fees upon successful completion of the course.

ARTICLE 9
TEXTBOOK AND TUITION
REIMBURSEMENT

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

Sec. 902 COURSES ELIGIBLE:

- A. Courses must have a reasonable potential for resulting in more effective District service.
- B. Courses directly related to the employee's occupational field are eligible.
- C. Courses that are prerequisite to job-related courses are also eligible.
- D. Job-related courses preparing an employee for promotion in his field, or a job field for which there are promotional opportunities within District service.
- E. Graduate courses which are required to receive a job-related Master's Degree are eligible for reinforcement.
- F. Courses must be satisfactorily completed. A grade of "C" or its' equivalent is required for reimbursement for non-graduate courses. A grade of "B" or its' equivalent is required for reimbursement for graduate courses.
- G. Job-related seminars, symposiums and workshops offered by the District, professional societies or organizations shall be eligible for reimbursement for employees when approved by the Fire Chief.
- H. Courses must be offered by a school recognized by the State of California, the Department of Health, Education, and Welfare, or the

Veteran's Administration, unless otherwise provided in this Article.

- I. Seminars and workshops directly job-related are eligible if offered in conjunction with a recognized college, educational institution, or professional organization. The coursework must be recommended and approved by the Fire Chief.

Sec. 903 COURSES NOT ELIGIBLE FOR REIMBURSEMENT:

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

Sec. 904 TEXTBOOK AND TUITION REIMBURSEMENT: Subject to the provisions of this Article, the District shall provide for 100% reimbursement of tuition and course-related textbooks up to a maximum of one thousand five hundred dollars (\$1,500.00) per fiscal year for all upper division and graduate courses and up to a maximum of eight hundred fifty dollars (\$850.00) per fiscal year for all other courses. To qualify for reimbursement, the courses must be job-related and must have been taken while the employee was off duty. Employees shall be eligible for reimbursement under this section for job-related courses, conferences, and seminars approved by the Fire Chief, which are offered by approved organizations and societies. A list of such organizations and societies shall be reviewed and approved by the Fire Chief and the Director-Human Resources.

General courses not required to obtain a job related degree, shall not be eligible for reimbursement under this policy unless such general education courses are directly job related.

Sec. 905 COSTS NOT COVERED: In terms of both time and money, the following costs are not covered by this program:

- A. Courses must be taken on the employee's own time, on compensatory time, combination leave, educational leave, or administrative leave approved in advance by the Fire Chief. Chief Officers are encouraged to adjust schedules whenever possible to allow employees to attend classes and make up any time lost.
- B. However, costs not specifically covered in this program (including transportation, parking fees, lodging, and meals) will not be paid by the District, unless such costs are incurred while attending classes approved by the Fire Chief at the National Fire Academy or the California State Fire Academy, up to the limits of Sec. 904.
- C. Costs for which reimbursement is received from other sources.

Except that portions not covered from other sources will be paid by the District up to the maximum provided by this Article.

D. Conventions are not covered by this reimbursement program.

Sec. 906 TEXTBOOK AND TUITION PROGRAM ADMINISTRATION: The Fire Chief is responsible for the administration of this program. Applications for reimbursement should be received by the District prior to the first class session. Prior approval of the class to be taken must be obtained by the employee as a condition of reimbursement. An official record of grades and receipts must be received by the District within ninety (90) days after the last class session. Reimbursement will be made to the employee within two (2) weeks after grade cards and receipts have been received by the District. New employees, however, will not be reimbursed until they have completed 2,080 hours of compensable service with the District. The County Director-Human Resources may develop such forms and additional procedures which he deems necessary to accomplish the intent of this textbook and tuition program.

ARTICLE 10
HOURS OF WORK

Sec. 1001 STAFF AND CONSTRUCTION HOURS: Employees on staff assignment, fire crew personnel and construction personnel shall work a forty (40) hour, four (4) or five (5) day work week or such other schedule constituting eighty (80) hours in a pay period as determined by the Appointing Authority, excluding lunch which shall be a period of no less than thirty (30) minutes.

Forty (40) hour work week personnel may be temporarily or permanently assigned to a line assigned schedule in order to meet work requirements.

Sec. 1002 LINE ASSIGNED PERSONNEL AND FIRE INVESTIGATION SPECIALISTS:

- A. Firefighter Trainees, Firefighters, Fire Engineers, Fire Investigation Specialists and Fire Captains shall work a shift of twenty-four (24) hours on-duty, twenty four (24) hours off-duty as determined by the Appointing Authority, and which shall constitute a one hundred twelve (112) hour pay period.
- B. The line-assigned work schedule shall be a three (3) platoon, nine (9) day work cycle, and the pay period shall not be greater than fourteen (14) days.
- C. Line-assigned personnel shall work an average work-week of fifty-six (56) hours.
- D. The beginning and ending of each on-duty shift will be 0800 hours.
- E. Line-assigned personnel may be temporarily or permanently assigned to a forty (40) hour work week schedule or to different currently existing line-assigned schedules in order to meet work requirements. If the Fire Chief elects to exercise this option for the staffing of emergency response resources and the employees are available for emergency response during the meal hours, said employees will be paid for the meal hour time. Example: a fire captain, fire engineer and a firefighter are assigned to a "Forty hour engine" and the scheduled work hours are from 8 a.m. to 5 p.m., then the crew shall be paid for 9 hours.
- F. If for operational reasons a 56-hour employee is temporarily placed on a 40-hour assignment, the employee, while on the temporary 40-hour assignment, is entitled to any FLSA payment he would have received during his regular 56-hour assignment. An FLSA

payment is defined as the 1/2 time premium pay for the 12 hours worked, as defined in Section 1103, in excess of 204 in a 27 day work period.

ARTICLE 11 OVERTIME

Sec. 1101 POLICY: It is the District's policy to avoid the necessity for overtime whenever possible. Overtime work may sometimes be necessary to meet mandated requirements, emergency situations, and seasonal or peak overload requirements. No employee shall receive credit for any overtime unless authorized. Procedures governing the authorization of overtime have been established in accordance with the provisions herein. Therefore, if, in the judgment of the Fire Chief or his designee, callbacks or work beyond the normal work day is required, he may authorize such work and the employee shall be credited with such overtime at the specified rate. Overtime worked or scheduled to be worked shall not be considered as part of the normal work schedule.

Sec. 1102 OVERTIME ACCRUALS

- A. All employees covered by this Agreement working the schedules set forth in Sections 1001 and 1002-E shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of forty (40) hours in a seven (7) day work period. All overtime earned for hours actually worked in excess of forty (40) hours in a seven (7) day work period shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
- B. All employees covered by this Agreement working the schedule set forth in Section 1002-A shall receive overtime compensation in the form of a cash payment at the applicable overtime rate for all time worked, or deemed to have been worked because of authorized paid leaves of absence, in excess of their regularly scheduled work shift or in excess of two hundred four (204) hours in a twenty-seven (27) day work period. All overtime earned for hours actually worked in excess of two hundred four (204) in a twenty-seven (27) day work period, and for all regularly scheduled hours of work in excess of two hundred four (204) hours in a twenty-seven (27) day work period, shall be compensated at the FLSA Overtime Rate as defined in subparagraph 1 of Section 1103. All other overtime shall be compensated at the Contract Overtime Rate as defined in subparagraph 2 of Section 1103.
- C. Commencing effective July 1, 2003, for all employees covered by this Agreement working the schedule set forth in Section 1002-E,

any premium overtime pay for regularly scheduled hours, e.g., one hour per daily work shift or five hours per week, shall be reported to the Retirement Association as compensation earnable. The District and each employee receiving such premium overtime compensation for regularly scheduled hours prior to the effective date of this Agreement shall pay all appropriate retroactive retirement contributions in connection with this reported compensation earnable.

- D. Employees in the Firefighter Unit assigned to staff positions working in an overtime capacity in a line position shall receive compensation as if the employee were regularly assigned to that line position.
- E. Employees assigned to line positions working in staff positions shall receive compensation as if the employee were regularly assigned to a staff position. This shall not entitle said employee to the staff pay provided in Section 804.
- F. Consistent with the Fair Labor Standards Act and Section 553.31(a) of the Regulations (29 C.F.R. § 553.31), hours worked pursuant to a shift trade shall be excluded in the calculation of the hours worked or deemed to have been worked for which the employee is entitled to overtime compensation and each employee involved in the shift trade shall be deemed to have worked his or her normal work schedule for each shift covered by a shift trade.

Sec. 1103 DEFINITIONS: For purposes of this Article 11, the following definitions shall apply:

- 1. FLSA Overtime Rate: The FLSA Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act.
- 2. Contract Overtime Rate: The Contract Overtime Rate is equal to one and one-half times the regular rate of pay as set forth in the Fair Labor Standards Act but shall not take into account the hourly pay increases (retirement salary offsets) set forth below that were provided in Sections 501-A, B, & C of the previous Agreement between the parties that expired June 2, 2018:
 - A. Thirteen and thirty-seven hundredths percent (13.37%) for each safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.
 - B. Eleven and sixty-five hundredths percent (11.65%) for each classification in the Auxiliary Unit as set forth in Section 401 of this Agreement.

C. Six and five hundredths percent (6.05%) for each non-safety classification in the Firefighter Unit as set forth in Section 401 of this Agreement.

For all classifications covered by this Agreement, personnel assigned to emergency incidents, both in-county and out of county, shall be compensated portal to portal for the duration of the incident assignment.

Sec. 1104 PAY FOR OVERTIME ON TERMINATION: Any employee eligible for overtime who terminates or is terminated shall be paid for the monetary value of his accrued overtime.

Sec. 1105 MANDATES: The District shall make all reasonable efforts to schedule overtime in advance to avoid the necessity of mandating employees to work overtime. No employee shall be mandated to work overtime until the District has fully exhausted its voluntary overtime bid system, and sufficient volunteers are not available.

An employee who has been mandated to work overtime shall receive premium overtime compensation for all time between the actual commencement of the assignment and its conclusion. Likewise, an employee who is mandated to work beyond the expiration of his or her regularly scheduled work shift shall receive premium overtime compensation for all time between the commencement of the overtime assignment and its conclusion.

This provision shall not apply to contractual relationships between employees represented by the Association and private companies whereby those organizations compensate the employee while off duty for performing fire safety services for the benefit of the activities conducted by those entities.

Sec. 1106 Travel Time: An employee who travels from one District worksite to another in order to work a voluntary overtime assignment shall not be entitled to any compensation for that travel time.

Sec. 1107 PAY FOR CONTINUING EDUCATION: Paramedics shall be entitled to premium overtime compensation as defined in Section 1102 for off duty time spent earning Continuing Education Units (CEU), provided that in no case shall the total number of paid overtime hours exceed the number of CEU hours required for relicensing by the State of California and accreditation by the County of Ventura. Paramedics shall complete one-quarter (1/4) of the required two-year CEUs every six months unless exempted by the Fire Chief.

ARTICLE 12
PROMOTIONAL SYSTEM

Sec. 1201 PURPOSE: The promotional system shall be utilized to test the knowledge, skills, abilities, personal qualities, and fitness of persons seeking promotions to determine the best qualified person to be promoted. It shall not result in discrimination against any person because of their race, color, religion, national origin, sex, age, functional limitations, or other non-merit factors.

Sec. 1202 PUBLICATION OF ELIGIBLES: The Director-Human Resources shall furnish to the Association a copy of all eligible lists in connection with promotional examinations to classifications covered by this Agreement, with the eligibles ranked in order and test scores included. In addition, each eligible on the list shall be informed of his/her test score and standing on the list.

Sec. 1203 APPOINTMENTS FROM THE ELIGIBLE LIST: Temporary and regular appointments to all classifications covered by this Agreement shall be made in the manner required by the Personnel Rules and Regulations provided that the selection shall be made from among the three (3) highest standing individual candidates on the applicable eligible list. Where two or more candidates receive an identical score on an examination, the individual(s) with the most seniority with the District shall stand highest on the list for the purpose of this provision. Whenever there is a vacant position the Appointing Authority desires to fill, the Human Resources Division shall certify the highest standing three names plus one additional name, in order of standing, for each additional vacancy.

A new eligible list cannot be created until the prescribed term of the existing eligible list has ended unless either (a) there are no candidates remaining on that list or (b) there are fewer than three (3) candidates and the Association and the District agree to terminate the list prior to its stated expiration date.

Sec. 1204 SELECTION INTERVIEW BY APPOINTING AUTHORITY: Each of the three candidates certified to an Appointing Authority who responds in accordance with Section 808 of the Ventura County Personnel Rules and Regulations to the notification of certification must be interviewed by the Appointing Authority, unless the interview is mutually waived by the

candidate and the Appointing Authority. The Appointing Authority shall report to the Director-Human Resources in writing the reasons for selecting the successful candidate and not selecting other eligibles who were certified. The Appointing Authority shall communicate to each candidate who was passed over in favor of an individual standing in a lower position on the eligible list (1) the reasons why he/she was not selected and (2) specific recommendations as to how he/she can enhance the likelihood of being selected in the future. The candidate shall be entitled to be accompanied by a representative of the Association when the communication occurs. No Appointing Authority shall discriminate against any candidate because of race, color, national origin, religion, sex, age, functional limitation or the exercise of his/her rights under the Meyers/Milias/Brown Act.

Sec. 1205 APPEAL PROCESS: An employee may file an exam appeal in accordance with Section 523 of the Ventura County Personnel Rules and Regulations for any of the following reasons:

- A. Appropriateness or correctness of item(s) in the written examinations; or
- B. Failure to follow proper examination procedures; or
- C. Fraud, favoritism, or other non-merit factors involved in either the promotion or examination process.

ARTICLE 13
COMBINED LEAVE FOR FIRE UNIT EMPLOYEES

Sec. 1301 DEFINITION: For the purposes of this Agreement, Combined Leave shall mean the combination of those hours previously accrued under past Agreements as Vacation Leave and Holiday Leave.

Sec. 1302 USAGE: The Fire Chief or his designee has established a procedure for scheduling an employee's Combined Leave periods. The granting of a Combined Leave period less than the employee's annual entitlement is to be discouraged so that the full benefits of the Combined Leave can be realized by the employee. The number of employees who have accrued a sufficient number of combined leave hours who may be allowed time off with pay on a given day shall be determined in accordance with the Fire District's Combined Leave Administrative Policy.

A. For historical purposes, for line-assigned employees, the following holidays have been included in the Combined Leave accrual rates and shall be scheduled off in accordance with the above paragraph:

1. New Year's Day, January 1
2. Martin Luther King Day, 3rd Monday in January
3. President's Day, 3rd Monday in February.
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, 1st Monday in September
7. Admissions Day, September 9th
8. Veteran's Day, November 11th
9. Thanksgiving Day, 4th Thursday in November
10. The day following Thanksgiving
11. Christmas Day, December 25th
12. Every day appointed by the Governor of the State of California for public fast, thanksgiving, or holiday, when specifically approved by the Board of Directors will add an additional eleven and two-tenths (11.2) hours to each line-assigned, fifty-six (56) hour work week employee's Combined Leave bank.

B. For historical purposes, for employees other than line assigned, the holidays are as listed in 1302(A), above, plus Lincoln's Birthday, February 12. Those holidays have been included in the Combined Leave bank and shall be scheduled off in accordance with the established procedure, with the following exceptions:

1. For the purposes of this provision, "other than line assigned" is defined as employees assigned to a forty (40) hour work week in a position that is primarily non-operational, not constantly staffed or back-filled when there is a vacancy, and would otherwise not be staffed on the described holidays. Examples of "other than line assigned" include employees assigned to the Fire Prevention

Bureau, Training Captains, USAR Officers, Vegetation Management Officers, Haz-Mat Officers and any other position as mutually agreed upon by VCPFA and Fire Management.

2. Combined Leave shall be taken on the following days:

- a. New Year's Day, January 1
- b. Martin Luther King Day, 3rd Monday in January
- c. Memorial Day, last Monday in May
- d. Independence Day, July 4
- e. Labor Day, 1st Monday in September
- f. Thanksgiving Day, 4th Thursday in November
- g. Christmas Day, December 25

Any such employee who is required to work on Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day shall still have his combined leave account reduced as if he was absent with pay for any such holiday during which he was required to work but shall receive appropriate overtime compensation for all time worked on any of those holidays.

3. Every day appointed by the Governor of the State of California for public fast, Thanksgiving, or holiday, when specifically approved by the Board of Directors, will add an additional eight (8) hours to each forty (40) hour work week employee's Combined Leave bank.

Sec. 1303 ACCRUAL: Annual Combined Leave periods are earned according to consecutive bi-weeks of full-time service, commencing with the employee's initial hire date, or with the first date of hire of his latest period of District or County employment.

A. Combined Leave credits are earned according to the following:

56 Hour Employees			40 Hour Employees		
Combined Leave Credit Earned/Biweek	Hours of Compensated Service	Years	Hours of Compensated Service		Combined Leave Credit Earned/Biweek
9.04	< 14,560	< 5	< 10,400		6.76
11.19	14,560 but < 32,032	5 < 11	10400 but < 22,880		8.29
11.63	32,032	11	22,880		8.6
12.03	34,944	12	24,960		8.9
12.47	37,856	13	27,040		9.21
12.9	40,768	14	29,120		9.52
13.34	43,680 +	15 +	31,200 +		9.82

- B. Combined Leave shall not be accumulated beyond seven hundred (700) hours for fifty-six (56) hour employees and five hundred eleven (511) hours for forty (40) hour employees. Any Combined Leave earned beyond the applicable maximum accrual shall be paid in cash at the current hourly rate.

Sec. 1304 COMBINED LEAVE REDEMPTION: After one (1) year service, any employee may elect to redeem up to the employee's maximum annual accrual of Combined Leave credits contained in the employee's Combined Leave bank at the current hourly rate of pay. A request for payment under this paragraph shall not be made more than twice per calendar year. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of annual combined leave hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem combined leave hours for cash.
- B. After a qualified election is made, employees may request cash out payments during the calendar year for which the election was made by submitting requests for payment in the ordinary payroll process. An employee may make up to two requests per calendar year for payment in lieu of his/her combined leave. The two requests, when combined, shall not exceed an employee's maximum annual accrual of combined leave. Only combined leave hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for combined leave hours accrued in a prior calendar year are not allowed.
- C. If an employee fails to request payment for the total combined leave hours elected for cash out, the District shall unilaterally cash out the elected combined leave hours to the extent that an employee has accrued combined leave available before December 31 of the calendar year.
- D. Combined leave hours used for paid time off will be deducted first from combined leave hours accrued in prior calendar years, and last from combined leave hours accrued in the current calendar year.
- E. Employees who are eligible for combined leave redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem combined leave for pay in the subsequent calendar year.

- F. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem combined leave hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship). Whether an occurrence is an unforeseeable emergency shall be determined by the auditor-controller's office in its sole discretion.
- G. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- H. If it is subsequently determined by the Auditor-controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the District to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Sec.1305 COMBINED LEAVE PAYOFF ON RETIREMENT OR TERMINATION:
Any regular employee who terminates or is terminated, shall be paid the base hourly rate of pay for each hour of earned Combined Leave, based upon the current hourly rate of pay in effect for such person on the last day employed.

Sec. 1306 RATE OF PAY WHILE ON COMBINED LEAVE: While on Combined Leave, employees shall be compensated at the rate of pay they would have received had they been on the job.

Sec. 1307 ACCRUAL ADJUSTMENTS: Upon re-assignment to a forty (40) hour work week status from a fifty-six (56) hour work week status or vice versa, an employee's Combined Leave balance shall be adjusted

proportionally to provide an equivalent amount of time off. All Combined Leave shall be factored either up or down by dividing or multiplying by 1.4 as appropriate.

ARTICLE 14
SICK LEAVE FOR FIRE UNIT EMPLOYEES

Sec. 1401 SICK LEAVE ACCRUAL RATES:

- A. Line Assigned Employees: Sick leave shall be authorized only for regular employees. Every full-time, shift assigned employee shall accrue five and fifteen hundredths (5.15) hours of sick leave with pay for each bi-weekly pay period of full-time service. A shift assigned employee shall not earn sick leave credit during a bi-weekly pay period in which said employee is absent without pay for more than one (1) shift.
- B. Forty (40) Hour Employees: Every full-time, staff assigned employee shall accrue three and sixty-eight hundredths (3.68) hours of sick leave with pay for each bi-weekly pay period of full-time service, except no employee shall earn sick leave credit during a pay period in which he is absent without pay for more than twelve (12) regularly scheduled working hours.

Sec. 1402 MAXIMUM SICK LEAVE ACCRUAL: Sick leave shall accrue to a maximum of one thousand, two hundred thirty-two (1,232) hours for shift assigned employees. Sick leave shall accrue to a maximum of eight hundred eighty (880) hours for 40-hour employees. Sick leave accruals in excess of the stated maximum or an employee's individually established maximum as determined on September 5, 1976, shall receive a twenty-five percent (25%) cash pay down for hours over the accrual maximum at the end of each fiscal year. Such pay downs shall be computed at the hourly rate in effect at the time of the request.

Sec. 1403 ADVANCE SICK LEAVE CREDIT: New regular, full-time employees shall receive an advance sick leave credit of thirteen (13) bi-weekly pay periods as sick leave accrual as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) bi-weekly pay periods of service or upon earlier separation.

Sec. 1404 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical or dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the department head.
- C. Maternity leave as provided in these Articles.

- D. Unless authorized by the County Director-Human Resources, a maximum of seventy-two (72) hours for fifty-six (56) hour personnel or forty-eight (48) hours for other employees of accumulated sick leave credit shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purpose of this section, "immediate family" shall mean; the spouse, parent, guardian, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law of an employee.
- E. Sick leave shall not be used in lieu of Combined Leave, nor shall it be used in addition to Combined Leave without certification of a physician that such usage is medically required.

Sec. 1405 DEPARTMENTAL RESPONSIBILITY FOR ADMINISTRATION: The department head shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Any person absent from work on sick leave shall notify his department head on the first day of such leave and as often thereafter as directed by his department head. The County Director-Human Resources or the department head may request that a medically trained employee verify the employee's illness or injury by a visit to the employee's residence.

Sec. 1406 PHYSICIANS CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days or three (3) consecutive work shifts may not be entitled to use sick leave credit for his absence on any day after the five (5) days or three (3) shifts unless and until he presents to his Appointing Authority a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or injury may, at the discretion of his Appointing Authority or the County Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the County Director-Human Resources and shall be at the District's expense.

Sec. 1407 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by said employee at the time of such termination irrespective of whether or not such person subsequently re-enters the District service.

Sec. 1408 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION:

The District shall make cash payment of all unused sick leave as follows:

- A. An employee with 20,800 (40 hour employee) or 29,120 (56 hour employee) hours of service (or any combination of compensable hours equating to 10 years of service) shall, upon retirement or termination, with the exception of discharge for cause, or upon death notwithstanding length of service, receive a cash payment of one hundred percent (100%) of his unused sick leave balance, except that said employee may instead, in lieu of cash payment, elect to be credited for fifty percent (50%) of sick leave accumulated as of the date of retirement and that such sick leave credit be in addition to service credit pursuant to Government Code Section 31641.03. An employee retiring on a service-connected disability will receive a cash payment of one hundred percent (100%) of his unused sick leave balance.
- B. Prior to separation, sick leave accruals of line assigned employees will be converted to a forty (40) hour work week basis and shall be computed upon the hourly rate equivalent to the employee's hourly rate of pay on the last day worked.

A Joint Labor Management Committee will be established to study the ability to contribute the value of sick leave accruals at separation of employment to a post-retirement health plan whereby such contributed funds could be used to pay premiums for medical insurance for the retiree and eligible dependents without being subject to federal or state income taxed and to consider increasing the payout rate above the twenty-five percent (25%). Any agreed upon changes will be implemented as an amendment to this Agreement.

- Sec. 1409 RATE OF PAY WHILE ON SICK LEAVE: While on sick leave, employees shall be compensated at the same base rate of pay they would have received if they had been on the job.
- Sec. 1410 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Accrued sick leave may be utilized by such employee after exhaustion of all Labor Code Section 4850 benefits and until such time the employee has been retired from the District.
- Sec. 1411 SICK LEAVE REPORTING: Employees authorized to be absent from the job due to illness or injury shall report the absence on a straight-time basis. Absence for a full shift of a line assigned employee would constitute using twenty-four (24) hours of sick leave.
- Sec. 1412 ACCRUAL ADJUSTMENT: Upon reassignment to a forty (40) hour work week, an employee's sick leave accrued on a non-forty (40) hour work week

shall be adjusted proportionately downward to provide an equal amount of time off. Upon reassignment to a non-forty (40) hour work week status, the employee's sick leave time accrued on a forty (40) hour work week basis shall be adjusted proportionately upward to provide an equal amount of time off.

ARTICLE 15 INDUSTRIAL LEAVE

Notwithstanding any other provisions of this Agreement, payment of industrial disability compensation salary for absence caused by a work related injury or work related illness shall be governed by the applicable section of the Labor Code of the State of California. The District shall not deduct either State or Federal withholding taxes from Labor Code Section 4850 payments unless required by Federal or State law. In the event sick leave has been used prior to the Labor Code Section 4850 payment, the District shall not be required to reimburse any withholding taxes from said sick leave.

ARTICLE 16
LEAVES OF ABSENCE

Sec. 1601 LEAVES OF ABSENCE - GENERAL POLICY: Leaves of absence from regular duties without pay for such purposes as recovery from illness or injury or to restore health, maternity, travel, education, training or assisting other public jurisdictions, may be granted by the Appointing Authority not to exceed one (1) year where such leave is in the best interest of the District. Additional leave for the same purposes may be granted by the County Director-Human Resources with the concurrence of the District. This section shall not limit military leave of absence rights as provided in the California Military and Veterans Code or as provided in other statutes.

It is the intent of the parties to fully comply with the mandated minimum requirements of both the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Any leave granted pursuant to this Article shall run concurrent with, any leave granted pursuant to the FMLA, USERRA or CFRA.

Sec. 1602 NO LOSS OF RIGHTS OR BREAK IN SERVICE: Employees on authorized leaves of absence shall not lose any rights accrued at the time the leave is granted and such authorized leave of absence shall not be deemed a break in District Service.

Sec. 1603 RETURN FROM LEAVES OF ABSENCE: An employee absent on authorized leave of absence may return to work prior to expiration of the period of authorized leave upon receiving permission thereto from the District. However, employees are responsible for reporting to work promptly following the last day of said official leave of absence.

Sec. 1604 BEREAVEMENT LEAVE: An employee may be absent for up to forty-eight (48) hours for fifty-six (56) hour personnel or twenty-four (24) hours for other employees without loss of pay because of the death of the employee's spouse, registered domestic partner, parent, step-parent, guardian, brother, step-brother, sister, step-sister, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an employee. This entitlement is separate from sick leave and should not be charged to sick leave.

Such absences must be taken within one (1) year from the event date and may be taken in full-day increments only. When circumstances require absence in excess of the time allowed, the Appointing Authority may allow the use of an additional bereavement leave day, accrued combined leave, compensatory time off, or one (1) shift or day of sick leave.

Sec. 1605 MATERNITY LEAVE: An employee may work the entire time of her pregnancy provided she is able to meet the demands of her position. This determination may be made by the employee and the employee's physician or, if the Appointing Authority requests, the determination may be made by the District's physician in consultation with the employee's physician and the employee. The determination as to when an employee is to begin maternity leave shall be made on the basis of the following:

- A. The employee's physician, in consultation with the employee, certifies that she should discontinue working because of pregnancy;
- B. The District physician, in consultation with the employee's physician and employee, determines the employee's continued employment causes unreasonable risks of liability to the District; or
- C. The employee is unable to satisfactorily perform her job duties.

Sec. 1606 LENGTH OF MATERNITY LEAVE: A six (6) month leave of absence without pay may be granted by the Appointing Authority, and an additional six (6) months may be granted upon showing of exceptional circumstances.

ARTICLE 17
PERFORMANCE REVIEWS

- Sec. 1701 ADMINISTRATION OF EVALUATION PROGRAM: Performance evaluation reports shall be prepared, discussed with each employee, and submitted to the County Director-Human Resources. One copy of each fully completed and signed report shall be given to the employee. Performance evaluations shall be completed at least semi-annually during the probationary period on new employees.
- Sec. 1702 NATURE OF PERFORMANCE EVALUATIONS: Performance evaluations shall be used to objectively evaluate the performance of the employee during the last performance evaluations period. Performance evaluations shall also be utilized to establish employment goals for the next performance evaluation period and to develop criteria by which to measure the attainment of those goals. Space shall be provided on the performance evaluation form for the supervisor's comments. Space will also be provided so that employees may sign and give related comments of their own relative to the performance evaluations. The opportunity to sign and comment shall be provided prior to the time that the evaluation form is forwarded to the division, department head, or the County Director- Human Resources. If no space is available on the performance evaluations form, the employee may add an attachment.
- Sec. 1703 CONFIDENTIALITY OF PERFORMANCE EVALUATIONS: Performance evaluation reports shall be confidential and shall be made available as required to the employee, Appointing Authority, County Director-Human Resources, and the Civil Service Commission. The employee may designate in writing that his representative may inspect such evaluations.
- Sec. 1704 CHANGING OF PERFORMANCE EVALUATION FORM: A performance evaluation shall not be changed, modified, or altered after the employee has signed the performance evaluation without the employee's knowledge. In the event that a supervisor desires to change, modify or alter an employee's evaluation after the employee has signed the evaluation, the supervisor must set forth the reasons for the change, modification or alteration in writing as well as highlight on the performance evaluation the change, modification or alteration and the employee shall initial the change acknowledging awareness of the change.

ARTICLE 18
PERFORMANCE PROBLEMS

- Sec. 1801 COUNSELING: In the event an employee's performance is unsatisfactory or needs improvement, the employee's first-level supervisor shall provide informal counseling. A documentation confirming such counseling shall be given to the employee within twenty-one (21) calendar days from the date of the counseling session. Such documentation shall not be placed in an employee's personnel file.
- Sec. 1802 UNFAVORABLE REPORTS ON PERFORMANCE (WRITTEN REPRIMANDS): If upon such counseling an employee's performance does not improve and disciplinary action could result, a written report shall be prepared by the supervisor, including specific suggestions for corrective action, if appropriate. For EMS related issues, input may be obtained from the Paramedic Liaison. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof. A copy shall be given to the employee and a copy filed in the employee's personnel file. Provided no additional reports have been issued during the intervening period, the unfavorable report shall be removed from the employee's file at the end of two (2) years. All reference to such unfavorable performance shall be removed from the employee's personnel file.
- Sec. 1803 IMMEDIATE DISCIPLINE: This Article shall not operate as a bar to reprimand, immediate suspension, demotion, reduction in pay, or dismissal where an employee's conduct warrants such action and where such action is permissible under law.
- Sec. 1804 INVESTIGATIONS: In the event allegations are received regarding possible misconduct by an employee, an investigation regarding such allegations shall commence no later than twenty-one (21) days after knowledge of the allegation.
- Sec. 1805 STATUS CHANGE IN CALIFORNIA DRIVERS' LICENSE: As soon as an employee is aware the status of his California Drivers' License is going to change, the employee is required to immediately notify Fire District Management.

ARTICLE 19
PROBATIONARY PERIOD

Sec. 1901 LENGTH OF PROBATIONARY PERIOD: The probationary period for Safety Members is twenty-six (26) pay periods, which equals two thousand, nine hundred twelve (2,912) hours exclusive of overtime. The probationary period for non-safety members is thirteen (13) pay periods, which equals one thousand, forty (1040) hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

Sec. 1902 EMPLOYEES WHO MUST SERVE PROBATIONARY PERIODS: The following employees shall serve probationary periods:

- A. Newly hired employees
- B. Employees who are promoted
- C. Persons appointed from District service reinstatement eligible lists

Prior service in an extra help, intermittent, or provisional status shall not be considered part of the probationary period.

Sec. 1903 EXTENSION OF PROBATIONARY PERIOD: Employees serving probationary period may request and the Fire Chief may authorize, or the Fire Chief, of his own initiative, may authorize an extension of the probationary period of an additional 112 to 1,456 hours of compensable service in 112 hour increments for 56 hour employees and 80 to 1,040 hours of compensable service in 80 hour increments for 40 hour employees where insufficient training, marginal performances and other related factors warrant such extension. The Fire Chief shall notify the County Director-Human Resources and the employee of any extension and the reasons therefore.

Where the District is considering the extension of an employee's probationary period, such employee shall be informed of his right to representation at a meeting to discuss the extension of the probationary period. Upon request of the employee, the District shall consult on such extension with the employee and the Association.

Sec. 1904 PROBATIONARY PERIOD REVIEW: Prior to the conclusion of a probationary period, the District has the responsibility of reviewing the conduct, performance, responsibility and integrity of each employee and determining whether the employee is fully qualified for permanent status. Performance evaluation reports for probationary employees shall be submitted to the County Director-Human Resources at least ten (10) days before the end of the probationary period. The County Director-Human

Resources shall notify the District immediately in writing of any misrepresentation of fact or false statement made by a probationary employee relating to that employee's obtaining employment with the District.

Sec. 1905 RETURN TO PREVIOUS POSITION: A promoted employee who is dismissed during his probationary period, except if the cause warrants action to dismiss him from the District service, shall return to the position in which he held permanent status, if vacant, or any other vacant position in his former classification unless all positions in that classification are filled. The employee so dismissed may write a letter for inclusion in his permanent personnel file. Upon a return to his former position in the same agency or department, the employee shall not serve a new probationary period. In the absence of such vacancy in the agency or department in which he held permanent status, the dismissed probationary employee may either:

- A. Accept a position in the same class in another department or agency if a vacancy exists, and serve another probationary period;
- B. Accept a voluntary demotion to a lower classification within the same series within the department or agency in which he held permanent status, with the right to be restored to his original classification when the first vacancy occurs. He need not serve a new probationary period if he accepts a voluntary demotion; or
- C. When an employee takes a probationary demotion to a lower related class in which a probationary period had not previously been served, such employee shall be required to begin a new probationary period.

ARTICLE 20
PHYSICAL EXAMINATIONS FOR FIRE UNIT EMPLOYEES

Sec. 2001 PHYSICAL EXAMINATION:

- A. A physical examination shall be made available as provided below. The content and extent of the examination for each individual shall be determined by the County Director of Employee Health Services. The profile of the examination shall be maintained by the Employee Health Services Unit.
 - 1. Ages 18 through 39 - every two (2) years during the same month as the DMV required physical.
 - 2. Age 40 through retirement - each year during the same month as the DMV required physical.
- B. All employees who come in contact with any hazardous/toxic material shall be subject to medical evaluation and surveillance as required by OSHA.

Sec. 2002 PRESUMPTIVE CONDITIONS: When, as a result of the examination provided under 2001, above, the County's Employee Health Services Physician advises that diagnostic testing to determine the existence of "presumptive" related problems should be conducted and such benefits are not payable under Worker's Compensation laws, the District agrees to pay the cost of said testing.

Sec. 2003 SCHEDULING OF EXAMINATION: Examinations shall either be scheduled during on-duty time, or at the employee's option, on an off-duty day.

- A. If on-duty, the employee shall arrange for his own coverage. Should his coverage cancel, the employee will work that day and management will re-schedule the examination for another day. Examinations shall be scheduled at least thirty (30) days in advance, and shall be placed on the callback roster for voluntary callbacks.
- B. If off-duty, the employee shall be compensated on a straight-time basis for actual hours utilized. If the employee fails to keep his appointment for any reason other than good cause, the employee shall forfeit the pay and shall be required to take the physical examination off-duty and without compensation.

Sec. 2004 PHYSICAL FITNESS: The physical fitness program currently in existence shall be continued by the District.

ARTICLE 21
PERSONNEL FILE

Sec. 2101 EMPLOYEE KNOWLEDGE OF MATERIAL PLACED IN PERSONNEL FILE:

Personnel files are privileged information. No material with the exception of those items listed in Sec. 2102 shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge that he has read such material by affixing his signature on the material to be filed with the understanding that although such signature indicates acknowledgement, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in his personnel file with an appropriate notation by the person filing it. The employee shall have the right to attach to the material a written explanation and/or denial of the contents thereof.

Sec. 2102 EXCLUSIONS: The following items are excluded from official notification:

1. Time Card Balance Sheet (4 year card)
2. Name, Address or Telephone Change
3. Personnel Action Form
4. Payroll Supplement
5. Certificates
6. Performance Review (signed)
7. Maintenance Physical Data Sheet
8. First Report of Injury
9. Worker's Compensation Benefit Sheet
10. Outside Employment Approval Form
11. Accident Review Board Report
12. Ventura County Employee Personnel Record (card)
13. Verification of Employment
14. Check stubs from Risk Management
15. Damage/Loss Report
16. Separation Form
17. Additional Pay Action Form

Sec. 2103 EMPLOYEE PERSONNEL FILES: With the exception of confidential items such as reference letters, all employee personnel files official or unofficial maintained by the District, County or the department will be open for inspection by the Civil Service Commission, the Director-Human Resources (or designated members of his staff), departmental executive staff, the employee, or his authorized representative, designated in writing, at the employee's request during business hours. A copy will be provided to the individual within five (5) days of his request. The cost of producing

such materials shall be shared equally. There shall be one (1) official personnel file, which shall be maintained by the County Human Resources Division.

ARTICLE 22
ADDITIONAL EMPLOYEE BENEFITS

Sec. 2201 DEFERRED COMPENSATION: Employees covered under the provisions of this Agreement may participate in the County's Deferred Compensation Program.

- A. Employees may participate in the County's 457 Deferred Compensation Plan. Participation in said plan shall be subject to the rules and regulations applicable to the plan.
- B. Employees may participate in the County's 401(k) Shared Savings Plan. Employees may elect to contribute a percentage of their compensation into the plan within the limits set forth in Section 301 of the plan.
- C. Employees in the Auxiliary unit covered by this agreement may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan but must contribute at least one and one-half percent (1.5%) of hourly rate of pay and the District shall match one and one-half percent (1.5%).

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

Sec. 2202 SERVING AS WITNESS: No deductions shall be made from the pay of an employee for an absence from work when subpoenaed to appear in court or at a deposition or other judicial or administrative proceeding as a witness, other than as a litigant, in a matter pertaining to any event or occurrence arising during the course and scope of the performance of duties as a sworn firefighter. Mileage and other actual expense reimbursement received as a result of service as a witness may be retained by the employee.

Sec. 2203 JURY SERVICE: No deductions shall be made from the pay of an employee absent from work when required to appear in court as a juror for petit jury panels for Municipal and Superior Courts. When possible to do so, employees shall provide advance notification of any anticipated absence to their immediate supervisor. Mileage and other actual expense reimbursement received as a result of service as a juror may be retained by the employee.

Sec. 2204 SHIFT TRADES: Shift trades shall be accomplished in accordance with the provisions of Administrative Policy 11202 in effect on the date of this agreement, a copy of which is attached as Appendix B, or as mutually

amended by the County Executive Office, the Fire District and VCPFA.

Sec. 2205 EMERGENCY FEEDING: Every attempt shall be made to provide meals for employees engaged in emergency activity at intervals not to exceed six (6) hours.

Sec. 2206 VOTING: If an employee lives outside of their engine company area, they should make arrangements to vote with an absentee ballot. If he/she is working on Election Day, they should have voted prior to reporting for work. Where an employee is working as a result of a callback, they shall be allowed time off to vote without loss of benefits.

Sec. 2207 TRANSFERS: Transfer requests will be considered after one (1) and two (2) year time limitations at assignments. Any changes must be made in writing. Transfer requests will be granted on a seniority basis.

A. Procedures: The Fire District has established procedures for the transfer and reassignment of employees. The Fire District may process transfer requests on an as needed basis and this will occur, at a minimum, on a quarterly basis. In addition, transfer requests shall be processed whenever a Firefighter Trainee has been promoted to the classification of Firefighter. Transfer request shall be made on VCFD #39 in accordance with instructions in the "Procedure Manual for Report Forms".

Transfer Selection Date: Transfer cards must be submitted and transfer requests will be processed in accordance with the schedule published by the District.

Note: Preferences must be shown. All changes will require submittal of a new Form #39. All form #39's will be date stamped by the receptionist at headquarters. The following requests will not be recognized by the administration:

1. Requests received after 5:00 p.m. on the designated closing date.
2. Requests having no date stamp, thus precluding telephone and/or verbal corrections of VCFD #39.
3. Personnel who have not fulfilled their time limit at present requested assignment.

B. Expiration date of Form #39: On December 31 of each year, all requests for transfer will have expired. Individuals who want to remain eligible for transfer must submit new cards.

- C. Time Limitations at Assignments: The effective date of assignment shall be the date stated in the HR Bulletin announcing reassignments. Employees will first become eligible for transfer in the same quarter as that of the previous year in which the current assignment was bid. This is regardless of whether a full 365 days have been completed at the current assignment. In the case of a 2-year commitment, employees will become eligible in the same quarter of the second year

1. Line Assignments:

- A. Engine & Truck Companies: One continuous year.
- B. Hazardous Incident Response Team (HIRT): Two continuous years upon completion of requisite training to the Technician level or equivalent. (TA 9/03/03)

Exceptions: Personnel who have previously met the two-year commitment and have maintained "HazMat" technical certification shall only be required to make a full one year commitment upon a reassignment to HIRT. In the event an employee assigned to the HIRT has not been trained to at least the HazMat Technician level within the first twelve (12) months of his/her assignment, that employee shall be released from the two (2) year commitment. Any other exception must be approved by the Chief and/or his authorized designee.

2. Staff: Members assigned to staff functions shall remain at an assignment for a minimum period of one (1) year before being eligible for a transfer. Any exception must be approved by the Fire Chief. Persons not filling an assignment of their choice will not be held to these limits. The provision requiring a one-year commitment was modified in July 2010 from a previous requirement for a two (2) year commitment. At the conclusion of this agreement, the staff time commitment will be reevaluated and automatically revert to the previous two (2) year requirement unless there is mutual agreement by both parties to continue at one (1) year.

Members transferring into a staff assignment may, at their discretion, retain the right to return to their previous field assignment at the completion of their one (1) year commitment, provided that they held "bid rights" to that assignment at the time they transferred into staff.

With the mutual agreement of the VCPFA and Fire District management, the time period associated with this provision may be extended up to eighteen (18) months for the purposes of completing specialized project work where a reassignment would significantly disrupt completion of the project.

3. Mutual transfers: Members of equal rank may request a mutual transfer. Such requests shall be submitted to the Operations Bureau, which will route the request to the appropriate member(s) of department management, who will act upon said request according to the policies set forth herein and must meet time eligibility requirements. Mutual transfers may be denied and/or reversed by joint action of the District and VCPFA to avoid unfair manipulation of the remaining provisions of this section.

A request for mutual transfer will be denied if any member holding higher seniority than either of the requesting parties has a current bid selection for one or more of the affected assignments subject to the following provision. In the case that two (2) or fewer senior members have a current bid selection for the affected assignment(s), a member of the HR staff will make a confidential courtesy contact with the senior member(s) to advise them of the mutual request and to determine if they wish to keep the bid for the assignment(s) active. If the senior member(s) choose to withdraw their bid(s), the transfer request will be processed. In the case that three (3) or more senior members have active bid selections no contacts will be made and the mutual transfer request will be denied. Mutual transfer requests will not be processed during the month of January.

Mutual transfers shall not be allowed between staff and line assigned personnel or staff and staff assigned personnel.

4. Special Assignments: The District may assign a line employee to an assignment and schedule other than that specified by Section 1002 in order to perform a special project for up to one hundred eighty-two (182) days. If the employee and the District both agree to extend the assignment beyond the 182-day period, on the day thereafter the employee's station position shall be considered vacant and subject to the transfer procedure set forth in this Section. The benefits set forth in Section 2207-D shall not be available to an employee agreeing to remain in the special assignment

beyond 182 days.

Special assignment to the Wildland Fire Crew Section will be for the length of declared fire season and such employees shall not have their permanent assignment considered vacant.

5. No-Choice Assignments: A regular vacancy that is filled by an employee who did not request the assignment through the transfer process is considered a no-choice assignment. Commencing with the effective dates of the assignment and for up to six months, such assignments will continue to be advertised and are subject to bid. If no one has transferred into this assignment within six months, the vacancy is no longer open for bid and will no longer be advertised. Additionally, the individual filling the no-choice assignment will become permanently assigned and can no longer be bumped. No-choice assignments are not held to the time limitations as stated above.
- D. Reductions in allocations or displacement: Reduction in allocations or displacement: Preference will be given to those individual forced to transfer due to either a reduction in personnel or displacement. Those affected will be placed at the top of the seniority list in the order they are displaced - "first displaced, first placed." Upon notification to the Ventura County Professional Firefighters Association from the Fire Chief that a position will require displacement, any employee who subsequently transfers into that position will not be eligible for the preference described above.
- E. Firefighter Trainees and Training Positions - Two (2) firefighter positions in each battalion shall be designated as trainee positions at the discretion of District management. Once a designation is made, the firefighter with the least amount of seniority within the company to which the designated position is assigned shall be displaced for a period of no longer than nine (9) months and shall not be displaced again, as a result of this provision, for a period of twelve (12) months following the conclusion of the displacement period. The temporarily displaced employee shall retain the right to the assignment when it is not filled by a trainee, with no loss in assignment minimum time limits for purposes of requesting transfers. No firefighter trainee shall be allowed to utilize the procedure(s) set forth in the foregoing subsections of this section.
- F. The foregoing transfer procedure shall not be available to entry level employees who have not yet completed their initial probationary period. Those individuals may be reassigned at the sole discretion of the District management, provided, however, that

if such a reassignment is deemed necessary, the individual will be reassigned to a vacant position for which no other employee has submitted a transfer bid. If no such vacant position then exists, the individual will be assigned to a vacant position for which a transfer bid is pending, provided that such transfer bid shall be honored as soon as the reassigned probationary employee has either successfully completed probation or been removed from that position. If no such vacant position then exists, the District management shall make every effort to accomplish the reassignment through a voluntary trade before displacing a regular employee. If no trade can be effectuated, the reassignment must displace the least senior regular employee in the desired battalion.

- G. Notwithstanding the foregoing transfer procedure, District management shall have the exclusive right to reassign employees on a temporary or permanent basis, whichever is appropriate, (1) to resolve issues of employee incompatibility, (2) on a temporary basis in instances of sub-standard job performance so as to provide an opportunity for the employee to be evaluated independently or receive additional training, (3) to balance staffing needs throughout the District on a temporary basis because of a disproportionate number of vacancies within a battalion/shift and (4) to cause the most qualified person to occupy a particular assignment which requires specialized knowledge, skills or abilities, such as the Hazardous Materials Team or the Urban Search and Rescue Team, where there are no qualified volunteers for the assignment. Whenever possible, the reassigned employee shall be moved to a vacant position or a position that is occupied by an individual who has submitted a transfer request for the position that would be vacated by the reassigned employee. If no such position is then available, every effort will be made to move the reassigned employee to a position, which another employee has voluntarily agreed to vacate in order to accomplish the reassignment. If there are no vacant positions or volunteers, as described above, the reassigned employee will displace the least senior person in his/her classification at a different location within the same battalion unless there is an issue of incompatibility which is so serious that the employee needs to be reassigned to a different battalion, in which case the reassigned employee will displace the least senior person in his/her classification outside of the battalion.
- H. The transfer procedure described above shall not be applicable when filling either staff assignments or specialty operation assignments for which employees are volunteering. In those situations, each individual who has volunteered for the position or

assignment shall be entitled to be interviewed by the appointing authority and each employee not selected shall be afforded the same information and opportunities as that provided to eligible candidates for promotions who have been "passed over" as described in Section 1204.

Sec. 2208 ALTERNATIVE TRANSPORTATION & PARKING: At the discretion of the Fire Chief, employees assigned to work at headquarters may be required to utilize alternative forms of transportation to come to work and/or to pay for parking at District facilities.

ARTICLE 23
LAYOFF PROCEDURES

Sec. 2301 PURPOSE: To provide a means by which employees are to be demoted or laid off in the event a reduction in force occurs.

Sec. 2302 LAYOFF PROCEDURE: Employees shall be laid off in the following order within the affected classification(s)/rank(s):

- A. Extra-help employees
- B. Provisional employees
- C. Limited term employees
- D. Regular employees

Sec. 2303 DETERMINING LENGTH OF SENIORITY: Seniority is established by using the following criteria in the order listed:

- A. Classification/rank of personnel: The seniority list is compiled to show seniority by classification/rank.
- B. Tenure at present class/rank: Tenure shall begin on the date a person is promoted to a classification/rank and shall encompass the probationary period and any time served in a higher classification/rank; except that the time worked as temporary or acting in the classification/rank will not be considered when establishing seniority. (Except as mentioned in Section 517(B) of this Agreement as relates to salary and probation hours needed adjustment upon temporary promotion.)
- C. Seniority: Effective July 1, 2009, if two or more employees are promoted on the same day, their respective seniority shall be based upon their respective length of service in their classifications of Firefighter (including Firefighter Trainee) and all higher classifications.
- D. Tenure with the District: Tenure shall begin on the date a person is employed in any regular position with the District and shall encompass the probationary period.
- E. Certified standing: In the event that a tie exists between two (2) or more persons after considering the above criteria, the next consideration will be the person's final examination score on the

certified eligibility list that determined their classification/rank.

F. Judgment of the Fire Chief: Any additional criteria as to seniority shall be at the judgment of the Fire Chief.

1. Employees on authorized leave of absence shall not be considered a break in service for determining length of seniority, except that time not on the job shall be deducted; notwithstanding that military leave of absence, from the District, shall not be deducted from total seniority.
2. When an employee terminates and is re-employed within two (2) years of said employee's termination date, the employee shall retain credit for prior service. When the period of absence exceeds two (2) years, no credit for prior service will be given for the purpose of establishing seniority.

Sec. 2304 ORDER OF LAYOFF: The determination of which employee(s) shall be laid off will be made within the District on a class/rank by class/rank basis. The Appointing Authority shall designate the class(es)/rank(s) to be affected. The order of layoffs shall be consistent with Section 2302 of this procedure, based on the reverse order of seniority.

Upon certification by the department/agency head and approval by the Director-Human Resources and the Association that an employee possesses unique skills, knowledge and abilities required by the Department to meet its public service function, and in consideration of the County's Affirmative Action Plan, said employee shall be exempt from the aforementioned seniority provision.

Sec. 2305 TRANSFER IN LIEU OF DEMOTION: A regular employee who is to be laid off may transfer and/or voluntarily demote and transfer to any vacant position for which they qualify. The provisions of this Agreement shall govern such transfers and/or voluntary demotions and transfers.

Sec. 2306 DEMOTION IN LIEU OF LAYOFF: If a regular employee, who is to be laid off, does not transfer and/or demote and transfer, then such regular employee shall have the right to demote to any class/rank within which that employee previously held status. If that regular employee has not previously held permanent status in the classification/rank to which said employee must demote, then that employee must serve a regular probationary period in that new class/rank. There does not need to be a vacant position within the class/rank for an employee to exercise this right. If, as a result of the exercising of this right, layoffs must occur in the class/rank to which that employee demoted, then such layoff shall be made in accordance with the provisions of this Agreement. (NOTE: All employees demoted involuntarily to a lower classification/rank will be paid

in the lower class/rank in accordance with Section 508 of this Agreement.)
Sec. 2307 REINSTATEMENT:

- A. Employees demoted as a result of this demotion procedure, as outlined above, shall have their names placed on a Classification Reinstatement List, in the order of their seniority, as determined by Section 2303 of this procedure.
- B. Employees within positions represented by the Association will be the first to be offered such vacant positions within the District, unless the individual's name has been removed from the eligible list in accordance with the provisions of Section 716 of the Personnel Rules and Regulations.

Sec. 2308 RE-EMPLOYMENT:

- A. All regular employees and all probationary employees who are laid off as a result of the procedure outlined above, shall have their names placed on a Re-employment list in the order of their seniority, as determined by Section 2303 of this procedure.
- B. Employees within the positions represented by the Association will be the first to be offered such vacant positions, unless the individual's name has been removed in accordance with the provisions of Section 716 of the Personnel Rules and Regulations, prior to an open or promotional recruitment.

Sec. 2309 DURATION OF REINSTATEMENT AND RE-EMPLOYMENT LISTS: The eligibility of individuals on the lists described in Section 716 above shall extend for a period of two (2) years from the date of demotion or layoff, except that eligibles not responding to written notification of an opening within ten (10) calendar days shall have their names removed from the eligible list.

Sec. 2310 RESTORATION OF BENEFITS:

- A. Sick Leave: For laid off employees, sick leave accruals shall remain on the books and be reinstated if such employees are re-appointed. Whenever a person becomes ineligible for re-employment and such person has not been re-employed, then, if at the point of layoff, such person was eligible to receive a sick leave accrual payoff, such person shall be paid for existing sick leave accruals in accordance with Item 12 of the Ventura County Firemen's Association 1976-1978 Memorandum of Understanding.
- B. Seniority: For laid off employees, upon re-employment such employees shall have their seniority status held immediately prior to

layoff reinstated and all time spent on layoff shall be treated as an authorized leave of absence without pay for seniority purposes.

- C. Rate of Pay: Laid off employees who are re-employed or demoted employees who are reinstated to the classification/rank demoted from shall receive a rate of pay equivalent to that which they were receiving immediately prior to layoff or demotion, or the maximum of the pay range of the classification/rank, whichever is less, upon re-employment or reinstatement.
- D. Educational Incentive: For those employees receiving educational incentive payment at the time of layoff, upon re-employment, such employees shall be eligible to receive educational incentive.
- E. Demotion: Employees involuntarily demoted due to reduction in force shall retain their merit increase hours needed; upon being reinstated to the classification/rank they shall be entitled to any merit adjustment they would have received had they not been demoted; said increase shall become effective no sooner than the date of reinstatement to the previously held classification/rank.
- F. Combined Leave Accrual Rates: Laid off employees who are re-employed shall have the combined leave accrual rate they held immediately prior to layoff restored.
- G. Merit Increase Hours Needed for Purposes of Merit Increases: Upon re-employment, a laid off employee's merit increase hours needed shall be adjusted in accordance with the provisions of Section 510 of this agreement.
- H. Retirement Contributions: Upon re-employment, laid off employees shall not be required to re-deposit retirement contributions withdrawn at the time of layoff or subsequently; provided, however, that the employee may elect to re-deposit said funds to the retirement system.

ARTICLE 24
NON-DISCRIMINATION

NON DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: The provisions of this Agreement shall be applied equally to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, functional disability, or other non-merit factors.

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

ARTICLE 25
PURCHASE OF RETIREMENT CREDIT FOR
PREVIOUS MILITARY SERVICE

- Sec. 2501 PURPOSE: To provide a means by which certain employees of the District may purchase retirement credit for previous military service.
- Sec. 2502 ELIGIBLE EMPLOYEES: Pursuant to the provisions of California Government Code Section 31641.95, and California Government Code Sections 31470.7, 31478, 31479, 31480, 31641.1, 31641.2, 31641.3, 31641.4, 31641.8, and 31641.9 authorizing the purchase of retirement credit for previous military service is hereby adopted.

ARTICLE 26
ASSOCIATION REPRESENTATION

Sec. 2601 OFFICERS AND REPRESENTATIVES: The District shall recognize the officers and elected representatives of the Association. The Association shall keep management advised in writing of its officers and representatives.

Sec. 2602 TIME FOR ASSOCIATION BUSINESS: Consultation and negotiation with the recognized employee bargaining unit will normally be conducted during regular working hours, with reasonable time being granted Association representatives without loss of benefits, in connection with officially requested or approved consultations or meetings with management officials. Upon prior notification to their work supervisors, Association representatives shall be allowed to participate in the following numbers and activities while on duty:

<u>NO. OF REPRESENTATIVES</u>	<u>ACTIVITY/FUNCTION</u>
5	Negotiations with District negotiation team
3	Scheduled meetings with District management
1	Board of Directors meetings for agenda items directly affecting them
1	Civil Service Commission meetings
-	In numbers mutually agreed to for the purpose of joint management-VCPFA committees

Sec. 2603 MEETINGS AND CONFERENCES: Employees on duty will continue to receive pay at board of directors and membership meetings scheduled at reasonable intervals of time. At the beginning of each fiscal year the annual amount of Association Leave Hours shall be mutually agreed upon prior to use. Association Leave shall be made available to the Association Representatives for purposes of conducting general Union business, attending Association meetings and employee relations conferences offered by colleges, universities, the international association of firefighters, or similar recognized institutions, associations and unions. Allocation of Association leave hours will be at the sole discretion of the VCPFA President.

Authorization of such leave shall be conditional upon prior notification. Notification shall be made to the roster station and the employee's supervisor as soon as reasonably possible. Association board members will make every effort not to disrupt regular company operations.

Sec. 2604 PERMISSION TO PERFORM ASSOCIATION BUSINESS: Association representatives are authorized reasonable time during on-duty hours to

process employee complaints, grievances, and to conduct negotiations with management at the local level. All Association representatives must obtain permission one (1) shift in advance, except that in an emergency they must obtain prior permission to leave their station or work-site for the purpose of any business conducted during on-duty hours. The District shall not unreasonably withhold permission and the representatives will account for their time as requested by management; the Association will, however, safeguard against excessive time. The activities of Association battalion representatives shall be limited to the battalion he represents as designated by the Association.

Sec. 2605 LIMITATIONS ON BUSINESS ACTIVITY: Association representatives shall not use their official Association position for matters outside the scope of this Agreement and will conduct their business with dispatch. Time used during normal on-duty hours will be with the knowledge and approval of appropriate supervisor. The District shall not unreasonably withhold permission.

Sec. 2606 BUSINESS ACTIVITY BY NON-EMPLOYEE REPRESENTATIVES: Designated Association representatives not employed within the District shall be permitted to visit stations for a reasonable time to discuss grievances or other matters relative to an employee's employment relations with the District. The representative shall advise the appropriate Captain of the visit prior to such visitation. It is understood that such visits will not disrupt their work programs or result in any loss of employee production. Visitations for general discussions are permissible and shall be conducted during lunch or after 5:00 p.m. Under no circumstances shall a visit interrupt emergency duties, training sessions, fire prevention activities, or other duties not of a routine nature. It is understood that solicitation or membership drives will not be conducted during these visitations.

Sec. 2607 PAYROLL DEDUCTIONS:

- A. It is mutually agreed that the District will, during the term of this Agreement, continue to deduct monies and remit to the Association as authorized by the District's employee payroll deduction authorization.
- B. Assessments for changes in Association sponsored payroll deductions approved by the Association shall be fifteen cents (\$.15) per employee per change, payable in advance by the Union.

Sec. 2608 ASSOCIATION-SPONSORED DEDUCTIONS: In the event the Association wishes to utilize a new payroll deduction code for an Association-sponsored activity, the Association shall make a request of the County Auditor Controller. Dependent upon the availability of

additional codes and the agreement of the Auditor-Controller, the new code may be instituted. Upon such approval, the Association shall pay in advance to the County Auditor-Controller the sum of \$950.00 for activating the code.

Sec. 2609 HOLD HARMLESS CLAUSE: The Association shall agree that the District and County be held harmless with regard to any mistakes or misuse arising out of the use of Association sponsored deduction codes including dues check off and Association sponsored insurance.

Sec. 2610 COMMITTEES:

A. The Association recognizes that from time to time the District, in order to more efficiently manage the fire district, will convene certain committees for the purpose of investigating and recommending a course of action to the Fire Chief. The District, recognizing the importance of the Association's input, agrees that at least one Association member designated by the President shall be a member of each said committee.

B. The District and the Association jointly agree that it is in the best interest of both parties to maintain the committee process.

The department head shall forward to the Association all proposed rule and regulation, Administrative Policy Guide or any change to them, at least 30 days prior to their proposed implementation.

Any rule, regulation, or policy, which affects wages, hours, working conditions are subject to the "meet-and-confer" process, as established by state law. The committee will meet as often as needed to discuss all proposals. Once a proposal has been agreed to, the master copy of the proposal will be signed by both parties. If agreement cannot be reached, the proposal will be deferred to formal "meet-and-confer" sessions for a successor Memorandum of Agreement. Once a proposal has been agreed to, it shall be provided to all work sites within two (2) weeks.

Sec. 2611 EMPLOYEE LISTS: The District shall furnish the VCPFA a listing of all employees and their classifications on a quarterly basis.

ARTICLE 27
GRIEVANCE PROCEDURE

Sec. 2701 DEFINITION: A grievance shall be defined as a dispute by an employee or a group of employees concerning the application or interpretation of:

- A. The terms of this Agreement;
- B. Existing written policies affecting an employee's terms and conditions of employment;
- C. Written reprimands, which shall not be subject to the provisions of Article 23 of the Personnel Rules and Regulations or reviewable under any administrative procedure other than this grievance procedure.

Sec. 2702 MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE: Except as provided in Section 2701, all other matters are specifically excluded from this procedure including, but not limited to, complaints which arise from the following:

- A. All disciplinary appeals, which shall be considered by the Civil Service Commission in accordance with its Rules and Regulations.
- B. All appeals arising from examinations, which shall be considered by the Civil Service Commission in accordance with its Rules and Regulations.
- C. Performance review evaluations, which shall be reviewed by the Fire Chief upon request by the employee.

Sec. 2703 INFORMAL COMPLAINT WITH SUPERVISOR - STEP NO. 1:

- A. The grievance shall first be discussed on an informal basis by the aggrieved employee with his immediate supervisor within twenty-one (21) calendar days from the occurrence of the matter on which the complaint is based or within twenty-one (21) calendar days from his knowledge of such occurrence.
- B. Within twenty-one (21) calendar days from the day of discussion with the employee, the immediate supervisor (or in his absence an authorized representative) shall orally reply to the employee's complaint.

Sec. 2704 FORMAL COMPLAINT WITH BATTALION CHIEF - STEP NO. 2:

- A. Within fourteen (14) calendar days of receipt of the answer from the

immediate supervisor in an informal complaint, an employee shall file a formal written grievance. A grievance shall not be deemed to be properly filed unless it is completed on an official and appropriate form supplied by the department and available at all fire stations. Such written grievance shall:

1. Reasonably and adequately describe the grievance and how the employee was adversely affected;
 2. Set forth the section(s) of the Agreement and/or written policies violated;
 3. Indicate the date(s) of the incident(s) grieved;
 4. Specify the remedy or solution to the grievance sought by the employee.
 5. The date upon which the Step No. 1 informal complaint was raised to the employee's immediate supervisor.
 6. The date upon which the immediate supervisor gave his/her verbal response to the informal complaint.
- B. Within fourteen (14) calendar days, the Battalion Chief shall give his/her decision in writing to the employee on the original copy of the grievance.

Sec. 2705 FORMAL COMPLAINT WITH SECOND LEVEL MANAGER - STEP NO.3:

- A. Within fourteen (14) calendar days from the receipt of the decision at Step No. 2, the employee may appeal to his second level manager. The original copy of the grievance form, with the reasons in writing for dissatisfaction with the answer given by the Battalion Chief shall be submitted.
- B. Within fourteen (14) calendar days from receipt of the grievance, the second level manager shall meet with the employee. The employee may be accompanied by his designated representative at such a meeting. Within seven (7) days of such meeting, the second level manager shall give his/her decision in writing to the employee on the original copy of the grievance.
- C. On matters that do not concern or involve the interpretation or application of wages, hours, and terms and conditions of employment, the written decision of the Fire Chief shall be final as to the disposition of matters within his authority. The written

decision of the Fire Chief shall be forwarded to the grievant, the Director-Labor Relations, and the Association (with employee's written permission).

Sec. 2707 AUTOMATIC ADVANCEMENT TO NEXT HIGHER STEP: In the event the person to whom the grievance has been submitted at a particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

Sec. 2708 ARBITRATION:

- A. A grievance unresolved in the steps enumerated above may be submitted to arbitration by the Association by submitting a letter requesting that the grievance be submitted to arbitration to the County Director-Labor Relations within fourteen (14) calendar days after the Fire Chief renders a decision. Prior to submitting the matter to arbitration, the County Director-Labor Relations (or his designee) may meet with VCPFA in an effort to resolve the grievance. In the event the parties reach an agreement, the grievance shall be considered resolved and binding upon the parties. If there is no such agreement, the matter shall then be submitted to arbitration. The grievance submitted to arbitration shall be limited to the grievance originally filed at the first step except as amended by mutual agreement.
- B. Unless the parties agree otherwise, if they have not agreed to the identity of the Arbitrator within fifteen (15) calendar days following submission of the request for arbitration described in paragraph A above, the County Director-Labor Relations shall immediately request the State Conciliation Service to provide the parties with a list of five (5) potential arbitrators. As soon as practicable following receipt of that list, the parties shall alternately strike names from the list. The party making the first deletion shall be determined by lot. The final remaining name shall be the arbitrator for the grievance.
- C. Costs
 - 1. Costs of the arbitrator shall be borne by the losing party as determined by the arbitrator.
 - 2. Each party shall be responsible for the cost of their own witnesses.
 - 3. The grievant shall be allowed District time for attending the arbitration proceedings.

- D. The arbitrator may interpret the Agreement but shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine whether or not there has been a violation of the Agreement in respect to the alleged grievance and shall determine and award the remedy necessary to correct the situation being grieved. The decision and/or award of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties. The decision and/or award of the arbitrator shall be final and binding upon the County, the District, the Association, and the employee affected, subject to Judicial review.
- E. If either party shall claim before the arbitrator that a particular alleged grievance fails to meet the tests of arbitrability as set forth in this Agreement, the arbitrator shall proceed to decide such issue before hearing the case upon its merits. The arbitrator shall have the authority to determine whether the case will be heard on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, the arbitrator shall refer the case back to the parties without a decision or recommendation on the merits.
- F. All arbitration proceedings arising under this grievance procedure shall be governed by the provisions of Title 9 of Part 3 of the Code of Civil Procedure of the State of California.

Sec. 2709 WAIVER: Time limits specified in this Article may be waived by mutual written agreement.

Sec. 2710 GRIEVANCE PROCEDURE CHANGES: Alleged violation(s) shall be arbitrated in accordance with the procedures set forth in the Agreement at the time the grievance is filed.

Sec. 2711 NEGOTIATION PROPOSALS: The fact that the District made proposals to alter Article 32 (District Rights) during the negotiations leading to this Agreement, the contents of those proposals and any discussion had with respect thereto shall not be used, cited or referred to in any way during, or in conjunction with, the resolution of any dispute arising under, or requiring the interpretation of, this Agreement, including proceedings before an arbitrator, administrative body, court or judicial or quasi-judicial body.

ARTICLE 28
GRIEVANCE - GENERAL IN CHARACTER

Sec. 2801 PURPOSE: In order to provide effective procedures whereby disagreements between the Association and management concerning the interpretation or application of the provisions of this Agreement affecting the rights of the parties or the working conditions of a significantly large number of represented employees in the Unit may be effectively addressed, the following procedures are agreed upon:

- A. Where the Association has reasons to believe that management is not correctly interpreting or applying the provisions of this Agreement, or existing written policies affecting an employee's wages, hours, terms, and conditions of employment, the Association may request, in writing, that the Fire Chief shall designate the appropriate Deputy Fire Chief or Assistant Fire Chief to make effective recommendations for the resolution of the matter. Such written request shall set forth in detail the specific facts giving rise to the request for the meeting and shall set forth the proposed resolution sought. The request to meet shall be submitted within fourteen (14) calendar days from the occurrence of the matter on which the complaint is based or within fourteen (14) calendar days of knowledge of the occurrence. The VCPFA shall notify the department within forty-eight (48) hours of knowledge of alleged occurrence.

Within fourteen (14) calendar days of receipt of the request for such a meeting, the parties shall meet for the purpose of discussing and attempting to resolve the disagreement.

Within fourteen (14) calendar days from the date of the meeting, the management representative shall respond in writing to the Association's request.

- B. Within fourteen (14) calendar days from the management response, and in the event the matter is not satisfactorily resolved, the Association shall have the right to forward the grievance to the Fire Chief for resolution. The Fire Chief, the Deputy Chief, or the Assistant Chief who has not been involved in the grievance at Step A, above, shall respond to the Association within fourteen (14) calendar days. The Fire Chief may meet with the representatives of the Association's Board of Directors to gather additional information before issuing his written decision. The Fire Chief's written decision shall be issued within fourteen (14) calendar days following the meeting.

- C. Within fourteen (14) calendar days from the Fire Chief's response, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 2701 of this Agreement, the disagreement may be submitted to the County Director-Labor Relations who shall have the authority to attempt to resolve the issue prior to its being submitted to arbitration in accordance with the provisions of Section 2708 of this Agreement.

Sec. 2802 It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 27 of this Agreement. Instead, this Article is intended to provide a procedure to resolve disagreements affecting the rights of the parties or disagreements arising from the application of the terms of this Agreement or existing written policies affecting wages, hours, or working conditions of a significantly large number of employees in the Unit, as distinguished from the rights of individual employees, or disagreements that can only be resolved at the Fire Chief's level. Accordingly, the parties agree that the procedures set forth herein shall not be implemented where the dispute or complaint involved is or could be effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 27. The Ventura County Director- Labor Relations shall determine whether the grievance is general in character. In the event the Ventura County Director-Labor Relations determines that the grievance does not qualify as a grievance, general in character, the individual(s) so affected shall have twenty-one (21) days from receipt of said determination to proceed in accordance with Article 27 of the current Agreement.

Sec. 2803 For the purpose of this Agreement, the term "significantly large number of employees" shall mean either:

- A. All employees represented by the Unit;
- B. All employees within a classification represented by the bargaining unit; or
- C. All employees, regardless of shift, at a specific work location ordinarily recognized by management as a work unit as opposed to an individual assignment.

Sec. 2804 EXTENSIONS: The time limits set forth herein may be extended by mutual written consent.

Sec. 2805 AUTOMATIC ADVANCEMENT TO THE NEXT HIGHEST STEP: In the event the person to whom the grievance has been submitted at a

particular step, fails to respond within the time allotted, the grievance shall automatically be advanced to the next step.

ARTICLE 29
NO STRIKE/NO LOCKOUT

During the term of this Agreement, no work stoppages, strikes, or slowdowns shall be caused or sanctioned by the Association, and no lockouts shall be made by the District. If this section is violated, the party committing the violation shall lose all rights under this Agreement.

ARTICLE 30
PRODUCTIVITY

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

ARTICLE 31
PROVISIONS OF LAW

It is understood and agreed that this Agreement is subject to all current and future applicable Federal, State, and County laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of Federal, State, and County laws, rules, and regulations or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws or regulations, and the remainder of this Agreement shall not be affected thereby.

ARTICLE 32
DISTRICT RIGHTS

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

All employees that change their residence after January 1, 1984 or are hired after January 1, 1984, must reside within a distance of 150 miles from the Ventura County Government Center in Ventura.

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

ARTICLE 33
OTHER UNDERSTANDINGS

- Sec. 3301 PILOT PROGRAM: At his discretion, the Fire Chief may establish a pilot program to evaluate the viability of a service delivery model different from that of a fire engine response team (i.e. a "paramedic squad"). Should the Fire Chief decide to do so, he shall give notice to VCPFA and, upon timely request of VCPFA, the parties shall meet and confer concerning any aspect of implementation and effects of the decision that are within the scope of representation.
- Sec. 3302 SUPERVISION OF SWORN PERSONNEL: Non-sworn personnel may supervise sworn personnel in the performance of all duties/functions except during emergency incidents provided, however, non-sworn personnel may not impose discipline greater than a written reprimand upon sworn personnel. The aforementioned emergency incident limitation shall not apply to the Public Information function.
- Sec. 3303 RESERVE FIREFIGHTERS: Subsequent to commencement of this agreement, the Reserve Firefighter Program shall be used only to add to the existing workforce. Reserves may be used only in addition to normally assigned, full-time, paid staff.
- Sec. 3304 DRUG AND ALCOHOL TESTING: The District and VCPFA agree to implement the Substance Abuse Program detailed in Appendix "A".
- Sec. 3305 The parties agree that training is essential so that employees will maintain qualifications and a high degree of readiness. The parties further agree that if an employee or employees are unable to attend training provided for any required subject, at the request of District management the parties will meet to investigate and remedy the problem.
- Sec. 3306 MOVIE FIRE SAFETY OFFICER PROGRAM

Administration – This program will be managed solely by the Association and independent of the District. The District assumes no liability or workers' compensation responsibility. The Association may administer the Movie Fire Safety Officer Program while on-duty as an activity under the classification of union business. The administration of the Movie Fire Safety Officer Program by the Association shall not interfere with the operations of the District.

The Association will be responsible for ensuring that Movie Fire Safety Officers will be available as stand-bys. The District must notify the Association designee at least twenty-four (24) to thirty-six (36) hours prior to requesting a Movie Fire Safety Officer and will take all necessary steps to incorporate such notice requirements into the Ventura County Permit

Process.

Eligibility - Any current or retired member of the Association, currently or having been employed by the Ventura County Fire Protection District within any of the Firefighter Unit classifications covered by this Agreement, is eligible to act as a Movie Fire Safety Officer.

Uniform - Movie Fire Safety Officers shall wear a uniform while acting as a Movie Fire Safety Officer provided that such uniform is not a Ventura County Fire Protection District uniform.

Duties - The duties and penalty options of a Movie Fire Safety Officer will comport with those recommended in the State Fire Marshal Fire Safety Officer Manual.

Certification and Training - The District will offer its State Fire Marshal Training Program, at a minimum, semi-annually, or on an as-needed basis. This is intended to maintain trained Fire Safety Officers.

Sec 3307

CADRES AND COMMITTEES

Voluntary participation in cadres and/or committees or other voluntary assignments shall be for a stated time period as agreed to under a mutual consent agreement.

The mutual consent agreement must be agreed to by the employee and the program/project supervisor. The agreement shall state term and resignation/termination parameters. Employees so volunteering must complete the assignment to which they volunteered for its prescribed duration unless there exists good cause to excuse such participation, such as illness or injury of either the employee or employee's family or mutual agreement between the project manager and the employee. The District and the employee may at anytime mutually consent to a reduction in the prescribed time commitment.

ARTICLE 34
FULL UNDERSTANDING, MODIFICATION, WAIVER

This Agreement summarizes the full and entire understanding of the parties regarding those matters within the scope of negotiations.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any subject or matter covered herein and with respect to any other matters within the scope of negotiations, during the term of this Agreement.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, ratified, approved and implemented as provided in Article 3.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 35
AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement:

- A. The District's principal authorized agent shall be the County's Assistant County Executive Officer - Human Resources or his duly authorized representative.
- B. The Association's principal authorized agent shall be the President or his duly authorized representative.

ARTICLE 36
VACATION FOR AUXILIARY UNIT EMPLOYEES

Sec. 3601 VACATION USAGE: The District shall be responsible for scheduling the vacation periods of his employees in such a manner as to achieve the most efficient functioning of the department or agency and the District service. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that the full benefit of the vacation plan can be realized by each employee. The Fire Chief shall determine when vacations will be taken.

Sec. 3602 VACATION ACCRUAL: Regular employees in the Auxiliary Unit shall accrue hours of vacation with pay for each hour of compensation to a maximum of eighty (80) hours per biweekly work period according to the following schedule, commencing with the employee's hire date of during his/her latest period of District employment.

A. Vacation credits are earned as follows:

<u>YEARS OF COMPLETED SERVICE</u>	<u>VACATION CREDIT EARNED PER HOUR</u>	<u>APPROXIMATE DAYS</u>
Less than 10,400 hours (Approximately less than 5 Years)	.05386 hours	14 days/year
10,400 but less than 22,880 hours (Approximately 5 years but less than 11Years)	.07313 hours	19 days/year
22,880 hours (Approximately 11 Years)	.07688 hours	20 days/year
24,960 hours (Approximately 12 Years)	.08075 hours	21 days/year
27,040 hours (Approximately 13 Years)	.08463 hours	22 days/year
29,120 hours (Approximately 14 Years)	.08850 hours	23 days/year
31,200 hours (Approximately 15 Years)	.09225 hours	24 days/year

B. Vacation Credit Accumulation - Vacation credit shall not be accumulated beyond four hundred (400) hours.

Sec. 3603 VACATION REDEMPTION: After 20,800 hours of continuous District and/or County service (approximately ten (10) years), an employee may elect to receive cash in lieu of up to eighty (80) hours of vacation accrual at the current

hourly rate of pay/salary rate. Any such election shall be subject to the following conditions:

- A. Any employee wishing to receive cash in lieu of vacation hours must submit an irrevocable written election by December 31 of the calendar year prior to the calendar year in which the employee wishes to redeem vacation hours for cash.
- B. After a qualified election is made, employees may request cash-out payments during the calendar year for which the election was made by submitting requests for cash payment in the ordinary payroll process. An employee may make up to two requests per calendar year for cash payment in lieu of a combined annual maximum of eighty (80) hours of vacation accrual. Only vacation hours already accrued in the calendar year for which an election is made may be cashed out. Cash-outs for vacation hours accrued in a prior calendar year are not allowed.

The Association and County agree that a temporary exception to the above requirement that only vacation hours already accrued in the calendar year for which an election is made may be cashed-out shall apply to employees who submit a notice of intent to retire to the Ventura County Auditor-Controller's office in the calendar year in which the vacation will be cashed-out. As such, if an employee has accrued less vacation in a calendar year than she/he wishes to cash-out at a given time, the employee may cash-out vacation hours carried over from a prior calendar year, if and only if the following conditions are met:

- 1. At the time the employee made an irrevocable election to receive cash in lieu of vacation, the employee submitted a notice of intent to retire in the calendar year in which the vacation will be cashed-out.
 - 2. At the time the employee makes a request for cash-out payments to be paid, the employee submit an irrevocable notice of resignation/retirement on a specified date in the calendar year during which the payment is to be made.
 - 3. This exception will expire January 1, 2018, as to employees who are entitled to Tier I or safety retirement; and will expire December 31, 2020, as to employees entitled to Tier II retirement.
- C. An employee must use eighty (80) hours of accrued vacation during the twelve (12) months immediately preceding a cash-out payment request. For this purpose, "use" shall mean actually taking time off work and being paid vacation pay for such time off. If the employee has not used eighty (80) hours of accrued vacation in the twelve (12) months immediately preceding the cash-out, the County Auditor-Controller shall deduct from

the employee's vacation bank the amount of leave necessary to make the employee eligible for the requested redemption.

If an employee is unable meet the eighty (80) hour usage requirement necessary to cash-out vacation by the end of the election year as a result of the denial of a written request (or requests) to use vacation, the employee's election shall be deemed null and void, no cash-out shall be allowed, and the employee shall not have taxes reported or withheld on the value of the vacation hours that the employee had been eligible to receive. In order to request that an election be deemed null and void, the sum total of both the hours request in the denials and actual vacation hours utilized by the employee in the election year must equal at minimum 80 hours. It is the responsibility of the employee to submit the written denials to the Auditor-Controller's Office at the time the request is made to void the election.

- D. If an employee fails to request payment for the total vacation hours elected for cash-out, the District shall unilaterally cash out the elected vacation hours to the extent that an employee has accrued leave available before December 31 of the calendar year.
- E. Vacation hours used for paid time off will be deducted first from vacation hours accrued in prior calendar years, and last from vacation hours accrued in the current calendar year.
- F. Employees who are eligible for vacation redemption and do not make an affirmative election by the end of the calendar year shall be deemed to have irrevocably elected not to redeem vacation for pay in the subsequent calendar year.
- G. Employees who experience an unforeseeable emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election) during the calendar year in which the unforeseeable emergency occurs. For these purposes, "unforeseeable emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. The amount of such new election (or increase in a prior election) shall be limited to the amount necessary to satisfy the unforeseeable emergency plus an amount necessary to pay taxes reasonably anticipated as a result of the cash-out, after taking into account the extent to which the hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the employee's assets (to the extent that liquidation of the employee's assets would not itself cause severe financial hardship).

Whether an occurrence is an unforeseeable emergency shall be determined by the Auditor-Controller's Office in its sole discretion.

- H. The Human Resources Division and Auditor-Controller's Office shall develop forms and procedures for implementation of this program.
- I. If it is subsequently determined by the Auditor-Controller, the Internal Revenue Service, a court of competent jurisdiction or another governing authority that the leave redemption provisions in place prior to October, 2016 or substantially similar, will not trigger constructive receipt of income from accrued leave, the VCPFA may, at its sole option, compel the District to reopen negotiations in order to restore the leave redemption provisions in place in October 2016 or something substantially similar that will not trigger constructive receipt of income from accrued leave.

Sec. 3604 VACATION PAYOFF ON RETIREMENT OR TERMINATION: Any employee who terminates or is terminated shall be paid for each hour of earned vacation based on the hourly rate of pay/salary rate in effect for such person on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for overtime.

Sec. 3605 VACATION BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall be eligible for vacation benefits and such benefits shall accrue on a pro rata basis. Usage and maximum accruals of said benefits shall be governed by the same rules and regulations applicable to regular, full-time employees.

Sec. 3606 RATE OF PAY WHILE ON VACATION: While on vacation, employees shall be compensated at the same hourly rate of pay/salary rate they would have received if they had been on the job.

ARTICLE 37
HOLIDAYS FOR AUXILIARY UNIT EMPLOYEES

Sec. 3701 HOLIDAY POLICY: Paid holidays shall be authorized only for the Auxiliary Unit's regular full-time, regular less than full-time, and provisional employees. To be entitled to pay for such paid holidays, an employee must be entitled to full compensation for his regularly scheduled shift both the day before and the day after such paid holiday.

Sec. 3702 PAID ASSIGNED HOLIDAYS:

1. New Year's Day, January 1;
2. Martin Luther King Day, the third Monday in January;
3. President's Day, the third Monday in February;
4. Memorial Day, the last Monday in May;
5. Independence Day, July 4;
6. Labor Day, the first Monday in September;
7. Veterans' Day, November 11th
8. Thanksgiving Day, the fourth Thursday in November;
9. Christmas Day, December 25;
10. And every day appointed by the President of the United States or Governor of the State for public fast, Thanksgiving or holiday, when specifically authorized by the Board of Directors.

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

A. In addition to the holidays listed above, effective January 1st of each year, each regular, full-time employee covered under the terms of this Agreement shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. For employees on 9/80 schedules, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours. Such leave with pay may be taken, subject to management approval, no later than March 1 of the year following the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by March 1 as described above.

B. Regular less than full-time employees shall be granted the leave

provided under (A) above on a pro rata basis.

- C. In no instance will an employee be allowed to split his/her annual allowance of floating holiday leave hours over multiple days.

Sec. 3703 HOLIDAY PAY: If a holiday falls within a biweekly pay period in which an employee is compensated, then such employee shall be given leave with pay for each holiday occurring within the biweekly pay period. Such pay shall be equivalent to that paid for the hours in the employee's standard daily work schedule. For employees on a 9/80 work schedule, such holiday pay shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed 12 hours. Holidays for less than full-time employees shall be pro-rated based upon the total number of hours regularly worked.

Sec. 3704 WORK ON HOLIDAYS: Regular full-time and regular less than full-time employees eligible for overtime who are required to work on a paid assigned holiday shall be paid in cash at one and one-half their regular rate of pay for hours actually worked between the hours of 12:01 a.m. and 12:00 midnight of the holiday, in addition to receiving straight time payment for said holidays. Such straight time pay shall not exceed the number of hours usually scheduled on that day, and shall in no case exceed twelve (12) hours.

Any such employee whose regularly scheduled day off falls on a paid assigned holiday, shall be credited with vacation leave hours equivalent to the employee's standard daily work schedule, but credit shall in no case exceed twelve (12) hours.

ARTICLE 38
SICK LEAVE FOR AUXILIARY UNIT EMPLOYEES

Sec. 3801 SICK LEAVE ACCRUAL RATES: Regular Auxiliary Unit employees shall accrue 0.0385 hours of sick leave with pay for each hour of compensation to a maximum of 3.08 hours per pay period.

Sec. 3802 MAXIMUM SICK LEAVE ACCRUAL: The maximum allowable sick leave accrual shall be eight hundred (800) hours except for the following conditions:

An employee with a sick leave accrual balance in excess of either eight hundred (800) hours or their individual maximum shall receive an annual cash payment of twenty-five percent (25%) of his/her hours over the accrual maximum.

Sec. 3803 ADVANCED SICK LEAVE CREDIT: New regular, full-time employees shall receive an advanced sick leave credit of 40.04 hours (approximately thirteen (13) biweekly pay periods) as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of 1,040 hours of compensable service or upon earlier separation.

Sec. 3804 APPROPRIATE USES OF SICK LEAVE: Subject to the limitations expressed below, sick leave may be applied to:

- A. Absence caused by illness or injury of an employee.
- B. Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized by the Fire Chief or his designee.
- C. Maternity leave as provided in these Articles.
- D. Unless authorized by the Director-Human Resources, a maximum of forty-one (41) hours of accumulated sick leave credits shall be allowed to an employee within any calendar year for absence from duty because of serious illness or injury of members of his immediate family. For the purposes of this Section, "immediate family" shall mean the husband, wife, parent, brother, sister, child, grandchild, grandparent, mother-in-law, father-in-law of employee.
- E. Sick leave shall not be used in lieu of vacation, nor shall it be used in addition to vacation without certification of a physician that such usage is medically required.

- F. If otherwise eligible, sick leave, annual leave, vacation, or compensatory time may be used in conjunction with State Disability Insurance in order to receive an amount equal to the biweekly rate of pay the employee would have otherwise received had he actually worked his normal schedule.

Sec. 3805 DISTRICT RESPONSIBILITY FOR ADMINISTRATION: The Fire Chief shall be responsible for control and use of sick leave privileges. Employees utilizing sick leave may be required to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness. Employees required to produce such evidence for illness of less than three (3) days shall be notified of this requirement in advance. Any person absent from work on sick leave shall notify the Fire Chief or designee on the first day of such leave and as often thereafter as directed by the Fire Chief or designee. The Director-Human Resources or the Fire Chief may request that a medically trained employee verify the employee's illness by a visit to the employee's residence.

Sec. 3806 PHYSICIAN'S CERTIFICATE AND EXAMINATION FOLLOWING ABSENCE FROM DUTY: An employee absent due to his illness or injury for more than five (5) consecutive work days may not be entitled to use sick leave credits for his absence on any day after the five days unless and until he presents to the Fire Chief or designee a certificate signed by his physician stating that he was ill or injured on each day of such absence. Any employee absent for a period of seven (7) consecutive calendar days due to illness or accident may, at the discretion of the Fire Chief or the Director-Human Resources, be required to take a physical examination before returning to active duty. Such physical examination shall be performed by a physician designated by the Director-Human Resources and shall be at District expense.

Sec. 3807 CANCELLATION OF SICK LEAVE ON TERMINATION: Termination of the continuous service of an employee, except by reason of layoff, shall result in cancellation of all sick leave accrued by him at the time of such termination irrespective of whether or not such a person is subsequently employed by the District.

Sec. 3808 COMPENSATION FOR UNUSED SICK LEAVE UPON TERMINATION OR RETIREMENT:

- A. All employees with 20,800 hours (approximately ten (10) ten years) or more of continuous County and/or District service shall upon retirement or termination, except discharge for cause, receive a payment of one hundred percent (100%) of their unused sick leave balance.

- B. The amount of all payment prescribed by this Section shall be computed on the basis of the hourly rate equivalent of the employee's base hourly rate of pay on the last day worked.

Sec. 3809 RATE OF PAY WHILE ON SICK LEAVE: Sick leave is compensable at the hourly rate of pay earnable by the employee on each day that he is on sick leave.

Sec. 3810 USE OF SICK LEAVE WHEN PERMANENTLY INCAPACITATED: Sick leave shall not be used to continue the hourly rate of pay of any employee after it has been determined by the County's Employee Health Services Physician that such employee is permanently incapacitated for a return to District employment and is eligible for retirement. Sick leave may not be utilized by such employee after such determination has been made in conformance with Section 4850 of the California Labor Code and/or County Retirement Board.

Sec. 3811 USE OF SICK LEAVE FOR MATERNITY: An employee may elect to use accumulated sick leave during periods of inability to perform work due to pregnancy. Such sick leave usage shall only be allowed during the period in which a physician certifies that the employee is not able to perform the job. Sick leave time used for maternity shall not be counted as part of the one year available for maternity leave without pay.

Sec. 3812 SICK LEAVE BENEFITS FOR LESS THAN FULL-TIME EMPLOYEES: Regular less than full-time employees shall receive sick leave benefits on a pro-rata basis. Usage and maximum accruals of the sick leave benefits shall be governed by these Articles.

THE FOREGOING ARTICLES ARE HEREBY AGREED TO

THIS 31st DAY OF JULY, 2018, BY:

COUNTY OF VENTURA

VCPFA



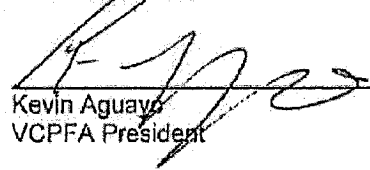
Mike Curnow
Labor Relations Manager



Stephen Silver, Esq.
VCPFA Counsel



Craig Leedham
Deputy Executive Officer - Labor
Relations



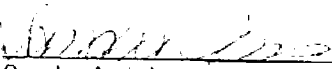
Kevin Aguayo
VCPFA President



Mike Milkovich
Assistant Chief



Chris Mahon
VCPFA President Emeritus



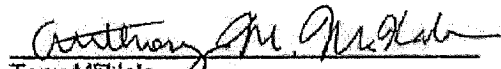
Sandra Ambriz
Program Management Analyst



James Roscoe
VCPFA Vice President



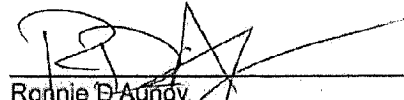
Jeremy Siders
Management Analyst II



Tony McHale
VCPFA 2nd Vice President



Yvonne Martinez
Personnel Analyst II



Ronnie D'Aunoy
Secretary - Treasurer

APPENDIX A

VENTURA COUNTY FIRE PROTECTION DISTRICT

SUBSTANCE ABUSE PROGRAM

I. Covered Employees

All employees filling positions in the Ventura County Fire Protection District (VCFPD) represented by the Ventura County Professional Firefighters Association (VCPFA), and applicants for such positions.

II. Controlled Substances

Controlled substances shall be defined as marijuana, cocaine, opiates, amphetamines and phencyclidine. Covered employees are required to inform their supervisor of any therapeutic drug use.

III. Prohibited Conduct

Covered employees may not be under the influence or in possession of controlled substances or alcohol during any work hours. Covered employees are prohibited from:

- A. Reporting for duty or remaining on duty while having an alcohol concentration level of 0.04% or greater;
- B. Performing job-related functions within four (4) hours of using alcohol;
- C. Being on duty while in possession of alcohol;
- D. Using alcohol while on duty;
- E. Reporting for duty or remaining on duty when the employee used any controlled substances, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely perform job functions.
- F. Reporting for duty or remaining on duty if the employee tests positive for controlled substances; or
- G. Refusing to submit to any alcohol or controlled substances test required by this policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.04% or greater on an alcohol test or tested positively on a controlled substances test.

In addition, to the above prohibitions, employees are reminded of their obligations under the Federal Drug-Free Work Place Act of 1988. All employees covered by this policy have previously been provided with a copy of the County's

Drug-Free Work Place Statement, and have signed an acknowledgement that they have read the statement and agreed to comply with it.

IV. Circumstances Under Which Drug and Alcohol Testing Will Be Imposed On Covered Employees

A. Pre-employment Testing:

All applicants (whether by initial application or in connection with a transfer) for positions represented by VCPFA will be required to submit to a pre-employment/pre-duty drug and alcohol testing. Applicants will not be hired for or transferred to a VCPFA represented position if they do not pass the test.

B. Post-accident Testing:

Post-accident drug and alcohol testing will be conducted on employees following an accident where the employee's performance cannot be discounted as a contributing factor.

The decision as to whether or not to test the employee will be left to a supervisory or management employee. The presumption is for testing. The only reason an employee will not be tested following an accident is if a determination is made that the employee's performance could not have been a contributing factor. If a fatality occurs, the employee will be tested irrespective of whether his/her involvement may be discounted.

Post-accident alcohol tests shall be administered within two (2) hours following an accident, and no test may be administered after eight (8) hours. A post-accident drug test shall be conducted within thirty-two (32) hours following the accident.

According to this policy, an accident occurs when, as a result of an occurrence involving a District vehicle, an individual dies or sustains an injury requiring medical attention, or when a state or local law enforcement authority issues a citation to a covered employee for a moving violation arising from an accident; or when property damage exceeds \$5,000.

C. Random Testing:

Unless otherwise mandated by the Department of Transportation, employees represented by the Association will not be subject to random alcohol and drug testing. In the event the Department of Transportation includes these employees in mandatory random testing, the provisions of the Substance Abuse Program (Appendix A) of the 1995-1996 Memorandum of Agreement relating to random testing become effective immediately.

D. Reasonable Suspicion Testing:

Covered employees are also required to submit to an alcohol or drug test when a trained supervisor has reasonable suspicion to believe the employee is under the influence of alcohol or controlled substances.

1. Reasonable suspicion means suspicion based upon specific personal observation of two supervisors, unless only one supervisor is practically available. Approval to test must also be granted by the Assistant Duty Chief (who may serve as the second supervisor referenced above). The observing supervisors shall describe and document:
 - a. Specific, personal and articulable observations concerning the appearance, behavior, speech, body odors or performance of the employee; or
 - b. Violation of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the supervisor(s) to believe that drug or alcohol use may be a contributing factor; or
 - c. Other physical, circumstantial or contemporaneous indicators of drug or alcohol use.
2. Suspicion is not reasonable, and thus not a basis for testing, if it is based solely on the observations and reports of third parties or violation of a safety rule or other unsafe work incident. However, such suspicion may be a basis for further investigation or for action to protect the safety of employees or the public, such as ordering the employee to stop work. Employees shall be removed from the performance of emergency job functions while the supervisor is completing his/her determination regarding whether a reasonable suspicion test is warranted.

3. When a supervisor suspects that an employee is impaired or affected by drug or alcohol use, the supervisor shall follow the reasonable suspicion procedure to determine whether a drug and/or alcohol test is appropriate and, if so, to initiate the testing.

The supervisor shall advise the employee of his or her right to have a Union representative present prior to testing, if a representative is available within a reasonable time (within one hour); will order the employee to stop work; will order the employee to submit to a urine, and/or breath test to determine the presence of drugs or alcohol; will note indicators of probable alcohol misuse and use of controlled substances.

E. Return to Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy must submit to a return-to-duty test before he/she may be returned to a active duty. The test result must indicate an alcohol concentration of less than 0.02% or a verified negative result on a controlled substances test. In addition, because studies have shown that the relapse rate is highest during the first year of recovery, the employee will be subjected to follow-up testing which is separate from the random testing obligation. The employee will be subjected to at least six (6) unannounced drug/alcohol tests, but no more than eight (8), unless recommended by the Substance Abuse Professional (SAP)¹ during the first year back following the violation.

V. **Procedures to be Used for Detection of Drugs and Alcohol**

A. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration.

¹Substance Abuse Professional - licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02%, the test is considered a negative test. If the alcohol concentration level is 0.02% or more, a second confirmation test will be conducted.

B. Drug Testing:

Drug testing will be conducted pursuant to the procedures set forth in Exhibit 1.

VI. Refusal to Submit to an Alcohol and/or Drug Test

As set forth above, a covered employee who refuses to submit to any required drug/alcohol testing will be treated in the same manner as an employee who tested positive.

The refusal to submit to an alcohol or controlled substances test required by this policy includes, but is not limited to, the following:

- A. A refusal to provide a urine sample;
- B. An inability to provide a urine sample without valid medical explanation;
- C. A refusal to complete and sign the drug/alcohol testing form or otherwise to fail to cooperate with the testing process in a way that prevents the completion of the test;
- D. Inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- E. Tampering with or attempting to adulterate the urine specimen or collection procedure;
- F. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- G. Leaving the scene of an accident without authorization from a supervisor or manager (who shall make a determination whether to send the employee for a post-accident drug and/or alcohol test) unless the employee has a valid reason for not obtaining such authorization, such as to receive medical treatment if required for injuries, or to attempt to notify medical authorities for treatment of other injured persons if no other means are available; or

- H. Consuming alcohol during the eight (8) hours immediately following an accident as defined in Section IV (B), unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

VII. Consequences for Employees Found to Have Alcohol Concentration Levels of 0.02% or Greater But Less Than 0.04%

An employee whose alcohol test indicates an alcohol concentration level equal to or greater than 0.02% but less than 0.04%, will be removed from duties at no loss in pay for at least eight (8) hours. Such employee shall be mandatorily referred to the County Employee Assistance Program. However, no disciplinary investigation shall be initiated solely on the basis of this result. Before the employee may be returned to his/her position, the employee's alcohol concentration must indicate a concentration below 0.02%.

VIII. Consequences of Failing an Alcohol and/or Drug Test

A positive result from a drug or alcohol test may result in disciplinary action, up to and including termination, in accordance with the County's existing disciplinary rules and procedures. Examples that, when combined with a positive drug or alcohol test, will merit strong consideration for termination include extreme circumstances such as: consumption of alcohol while on duty; ingestion of drugs or other controlled substances while on duty; sale of drugs while on duty; criminal activities associated with drugs or controlled substances. In addition to the above, the failure of a drug/alcohol test (excluding first time failure of a random test) may be used, in conjunction with other job performance indicators for a determination of appropriate discipline up to and including termination.

- A. Specifically, if an employee tests positive during a random screening, a reasonable suspicion test, or post-accident test:
 - 1. The employee will be assigned to a non-emergency position, and suffer no pay loss, unless disciplinary action is proposed pursuant to Section IX, below.
 - 2. The employee shall be required to submit to a Substance Abuse Professional (SAP) through the County's Employee Assistance Program (EAP). The SAP will evaluate the employee and make a specific determination of appropriate treatment.
 - a. Treatment will be on the employee's own time, however, if treatment requires the employee to use regular work-time the employee will be able to use the following types of

leaves to the extent that leave time is available for this purpose: sick leave, compensatory time, shift trades and vacation.

- b. Treatment cost will be borne by the employee, who will be allowed to use medical insurance plan to the extent that it covers the cost.
 3. The employee will be required to provide a release which enables the District to communicate with the Substance Abuse Professional.
 4. The employee may be placed in a medically supervised rehabilitation program, which may include full in-patient hospital, residential care, day treatment or out-patient care, provided by a County-approved rehabilitation facility.
 5. If the rehabilitation program provider certifies that the employee has successfully completed the rehabilitation program, and specified terms and conditions of an after-care program, the employee will be required to sign a Return-To-Duty or "Last Chance" agreement acknowledging that he or she will abide by those terms and conditions.
 6. The Return-To-Duty agreement will stipulate that the employee will be subject to announced and unannounced drug and alcohol tests, the frequency and duration of which will be determined by the Substance Abuse Professional (however, a maximum of eight (8) tests will be given during the first year), unless more are specifically recommended by the SAP.
 7. If recommended by the Substance Abuse Professional, the employee will be permitted to return to emergency duty during the after-care or during any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-To-Duty test.
 8. The employee must successfully adhere to the terms and conditions of the rehabilitation and after-care programs. If the employee violates the terms and conditions of the rehabilitation or after-care program, the employee will be subject to termination.
- B. If an employee voluntarily requests assistance prior to selection by the District for any testing:

1. On a one-time only basis, an employee who voluntarily admits a drug and/or alcohol problem and requests assistance from the County's EAP prior to selection for testing will be assigned to a non-emergency position, and suffer no loss of pay.
2. A "Last Chance" or "Return to Duty" agreement will not be required of this employee.
3. This employee will be required to submit to an evaluation by a Substance Abuse Professional for determination of the most appropriate treatment and referral to the selected rehabilitation program. If recommended by the SAP the employee will be permitted to return to active duty during the after-care or any other out-patient program, provided the employee tested negative for drugs and alcohol in a Return-to-Duty test. Rehabilitation will be paid for by the employee. The employee will be on a non-pay status during any absence for evaluation or treatment, but is entitled to use accrued vacation time, compensatory time, sick leave and shift trades, as well as County-provided insurance benefits, while participating in the rehabilitation and after-care program.
 - a. An employee who has exhausted paid leave will be placed on paid administrative leave up to a maximum of 171 hours.
 - b. The employee is required to provide a release which enables the District to communicate with the Substance Abuse Professional.

IX. Disciplinary Action:

The District may take appropriate disciplinary action, subject to all prescribed appeal rights, against any employee who violates any rule listed in Section III of this Policy, "Prohibited Conduct" (excluding first time failure of a random test).

X. Training

All employees of the District shall receive three (3) hours of training regarding the effects of alcohol and controlled substances and available methods of intervention.

XI. Right of Union Participation

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

XII. Union Held Harmless

This Substance Abuse Program is solely initiated at the behest of the County. The Fire District shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of this program.

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EXHIBIT 1

- I. All alcohol testing procedures shall conform to the Department of Transportation (DOT) breath alcohol testing procedures as required by 49 C.F.R., 40, including the use of a federally approved Evidential Breath Testing device (EBT) and be conducted by a federally certified Breath Alcohol Technician (BAT).
- II. The DOT breath alcohol testing form shall be completed by the Breath Alcohol Technician and signed by the employee. A copy of this form shall be provided to the employee.
- III. Alcohol testing shall be conducted at a location that affords visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. A mobile collection facility may be used for the testing that meets the requirements of 49 C.F.R., 40. The testing location shall be able to be secured so that unauthorized persons shall not have access to the EBT.
- IV. The BAT shall require the employee to provide positive identification through the use of a photo I.D. card or identification by a supervisor. The BAT shall explain the testing procedure to the employee. The BAT shall instruct the employee to complete the initial screening test. The BAT shall show the employee the result displayed on the EBT and shall record the result. The employee shall initial the log book entry.
- V. If the screening test result is less than 0.02% breath alcohol concentration, the alcohol test shall be declared negative and the employee allowed to leave.
- VI. If the breath alcohol concentration result is 0.02% or greater, the BAT shall commence the procedures for the confirmation test.
- VII. The BAT shall instruct the employee on the procedures for the confirmation test and instruct the employee not to eat, drink or put any object or substance in his or her mouth. After a period of fifteen (15) minutes, the confirmation test shall be conducted.
- VIII. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air-blank test.
- IX. The BAT shall transfer all results to the employer in a confidential manner.
- X. Drug Testing Procedures

- A. The collection site shall have all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a NIDA certified drug testing laboratory.
- B. Security procedures shall provide for the collection site to be secure at all times. The collection site shall have an area designated solely to drug testing and the portion of the facility used for testing shall be secure at all times.
- C. Chain of custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- D. Access to authorized personnel only. No unauthorized personnel shall be permitted in any part of the designated collection site where specimens are collected or stored.
- E. Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe a particular individual may alter or substitute the specimen to be provided.
- F. Integrity in identity of specimen. The collection site shall take precautions to ensure that a urine specimen shall not be adulterated or diluted during the collection procedure and that information on the urine bottle and on the chain of custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - 1. To deter the dilution of the specimens at the collection site, toilet bluing agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue. There shall be no source of water (e.g., no shower or sink) in the enclosure where urination occurs.
 - 2. When an individual arrives at the collection site, collection site persons shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual who can positively identify the individual. If the individual's identity

cannot be established, the collection site person shall not proceed with the collection.

3. Collection site personnel shall ask the individual to sign and complete a consent and release form. (The supervisor must witness the signature for all current employees.)
4. If the individual fails to arrive at the collection site at the assigned time, the collection site person shall contact the appropriate authority to advise them of the no-show status.
5. The collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as purse or briefcase remain with the clothes and that these items are secured. The individual may retain his or her wallet.
6. The individual shall be instructed to wash and dry his or her hands prior to urination.
7. After washing the hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispense, cleansing agent or any other materials which could be used to adulterate the specimen.
8. The collection site person shall provide the individual with a collection container.
9. The individual shall provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
10. The collection site person shall note any unusual behavior or appearance on the chain of custody form, as it relates to the collection process only.
11. Upon receiving the specimen from the individual, the collection site person is to transfer the urine from the collection container to the specimen bottles in the presence of the employee.
12. The collection site person shall determine that it contains at least sixty (60) milliliters of urine. If there is less than sixty (60) milliliters of urine in the container, the collection site person shall provide the

individual with a reasonable amount of water to drink until a new specimen can be obtained. The first specimen shall be discarded. If the individual is still unable to provide a complete specimen, the following rules apply:

- a. In the case of a post-accident test or test for reasonable suspicion, the employee shall remain at the collection site and be given eight (8) ounces of water every thirty minutes until they are able to provide a complete sample or until the expiration of a period of up to eight (8) hours from the beginning of the collection procedure.
 - b. In the case of a pre-employment test, the employer may elect to proceed as in above-paragraph "A" or may elect to discontinue the collection, or conduct a subsequent collection at a later time.
 - c. If the employee cannot provide a complete sample within the up to eight (8) hour period, or at the subsequent collection, as applicable, then the supervisor of the employee shall notify the Medical Review Officer (MRO)² immediately of the situation. The Medical Review Officer shall refer the individual for a medical evaluation to develop pertinent information concerning whether the individual's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. Upon completion of the examination, the Medical Review Officer (MRO) shall report his or her conclusions to the County in writing.
13. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
 14. The collection site person shall measure the temperature of the specimen. The temperature measuring device must accurately reflect the temperature of the specimen and not contaminate the

²Medical Review Officer (MRO) - A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.

15. If the temperature of the specimen is outside the range of 90° to 100 ° Fahrenheit, that is a reason to believe that the individual may have altered or substituted the specimen and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may have his or her temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
16. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain of custody form.
17. When there is reason to believe that a particular individual has altered or substituted the specimen, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
18. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
19. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled.
20. The collection site person shall complete the chain of custody form and the labeling and securing of each specimen container and prepare the specimens for shipment to the laboratory.
21. The urine specimen and the chain of custody form are ready for shipment. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
22. The specimen bottles will be protected with a tamper-proof seal which covers the cap and down the sides of each specimen bottle.

23. Both the collection site person and the employee being tested shall confirm that the numbers on the tamper-proof seals and the numbers on the chain of custody form match prior to the specimen bottles being placed in storage for transportation.
- G. The urine specimen which has been split into two specimen containers are labeled as primary and split-specimen. Both bottles are to be sent to the lab.
- H. If the urinalysis of the primary specimen tests positive for the presence of illegal, controlled substances, the employee has seventy-two (72) hours to request that the split-specimen be analyzed by a different certified lab.
- I. The urine sample will be tested for the following drugs: marijuana, cocaine, opiates, amphetamines and phencyclidine. The initial screening test will be conducted using a testing methodology such as the "Enzyme Multiplied Immunoassay" or similar technique.
- J. If the initial test is positive, a confirmation test will be performed using gas chromatography/mass spectrometry analysis. A drug test will be considered positive only if the confirmation test is above the levels listed in 49 C.F.R., 40.
- K. The screening of all samples will be conducted by a County designated laboratory certified by the National Institute on Drug Abuse (NIDA).
- L. All drug test results will be reviewed and interpreted by a physician before they are reported to the employee and then to the County; and
- M. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was a legitimate medical use for the use of the drug, the test result shall be reported to the County as negative.
- N. Program records. All drug testing information relating to an individual employee is strictly confidential. All records relating to the program shall be maintained as directed by the Fire chief.
- O. The random drug screening program shall be considered an administrative matter, and the results of this test shall not be used in any criminal action. However, if additional information is available through other means to support criminal action against an employee, the Department shall not be precluded from taking further action.

NIDA (SAMHSA) LABS IN CALIFORNIA

Published monthly in the Federal Register

California Toxicology Services

1925 East Dakota Avenue
Suite 206
Fresno, CA 93726
(209) 221-5655 / (800) 448-7600

Centinela Hospital Airport Toxicology Laboratory

9601 South Sepulveda Boulevard
Los Angeles, CA 90045
(310) 215-6020

Med Tox Bio-Analytical

6160 Variel Avenue
Woodland Hills, CA 91367
(818) 226-4373

MetWest-BPL Toxicology Laboratory

18700 Oxnard Street
Tarzana, CA 91456
(800) 492-0800 / (818) 343-8191

National Toxicology Laboratories, Inc.

1100 California Avenue
Bakersfield, CA 93304
(805) 322-4250

Nichols Institute Substance Abuse Testing

7470 A Mission Valley Road
San Diego, CA 92108-4406
(800) 446-4728 - (610) 686-3200

PharmChem Laboratories, Inc.

Menlo Park, CA 94025
(415) 328-6200 / (800) 446-5177

Poinsonlab, Inc.

7272 Clairmont Mesa Road
San Diego, CA 92111
(619) 279-2600 / (800) 882-7272

SmithKline Beecham Clinical Laboratories

7600 Tyrone Avenue
Van Nuys, CA 91045
(818) 376-2520

**VENTURA COUNTY CERTIFIED COLLECTION SITES
DRUG/ALCOHOL TESTING PROGRAM**

Camarillo:

Santa Rosa Walk-in Clinic
4934 Verdugo Way
Camarillo, CA 93012
(805) 484-0095
Hours: M to F: 8-6; Sat: 9-1
Appointments preferred

Simi Valley:

Med Center
1980 Sequoia Ave.
Simi Valley, CA 93063
(805) 583-5555
Hours: M to F: 8-8; Sat & Sun: 9-5
No appointment necessary; please arrive one hour prior to closing

Quest Diagnostics
4537-H Alamo Street
Simi Valley, CA 93063
(805) 520-6483
Hours: M to F: 8-5
No appointment necessary; drug screening only

Ventura:

EMSI
4464 McGrath Ste 102
Ventura, CA
(805) 677-4770
Hours: M to F: 9-5, closed 12-1 for lunch
Appointment necessary

Star Drug Testing
4475 Dupont Court, #11
Ventura, CA 93003
(805) 474-0561
Hours: M to F: 8-5; closed 12-1 for lunch

Oxnard:

US Healthworks
1851 Lombard Ste 100
Oxnard, CA 93030
(805) 983-2234
Hours: M-F: 7-6; Sat 8-3
No appointment necessary

**DONOR MUST BRING TO COLLECTION SITE: PHOTO ID AND LAB PAPERWORK
(AVAILABLE FROM FIRE HUMAN RESOURCES)**

List of HHS Certified Laboratories (California):

Bakersfield

National Toxicology Labs, Inc.
805-322-4250
800-350-3515

Chatsworth

Pacific Toxicology Laboratories
800-328-6942

San Diego

Laboratory Corporation of America Holdings
800-882-7272

Van Nuys

Quest Diagnostics Inc.
866-370-6699
818-989-2521

APPENDIX B

VENTURA COUNTY FIRE PROTECTION DISTRICT

SHIFT TRADE POLICY

ADMINISTRATIVE POLICY

11202
(01-20-04)

SHIFT TRADES

- 11202.1 Purpose:
To describe the procedure whereby personnel may trade assigned shifts and ensure a system of maintaining staffing levels and continuity in District programs.
- 11202.2 Scope:
This policy applies to all line assigned personnel desiring to initiate or participate in a shift trade.
- 11202.3 Definitions:
- 11202.3.1** Limited Trade:
A limited trade is one in which an employee may trade shifts thirty-eight (38) times in any one calendar year without special justification but subject to the limitations of this policy.
- 11202.3.2** Shift Trade Against the Roster:
A shift trade involving a single party and the vacation roster. The individual requesting the trade picks a vacancy from the vacation roster and works that day as if it were a regularly assigned shift. Adding the traded shift to the vacation roster as a new vacancy then completes the trade. In addition to projected vacation openings, vacancies caused by no individual assigned to the position are available to shift trade against.
- 11202.3.3 Shift Trades for Paramedic School Sponsorship:
Shift trades for paramedic school are unlimited.
- 11202.3.4** Daisy Chain Shift Trades:
A shift trade into an opening created by another member's shift trade off. This type of shift trade is not permitted.
- 11202.3.5** Time Frames for Shift Trades:
The time frame for repaying personal shift trades or taking a shift trade roster day off will be within the same calendar year, plus the first pay period of the following calendar year.

- 11202.3.6** Vacation Roster:
The vacation roster is defined as the annual combined leave vacation picks, and any new combined leave openings added throughout the year.
- 11202.3.7 Protected Shift Trades
A Protected Shift Trade is a shift trade-off that provides exemption from mandate as described in AP 11306.7. Protected Shift Trades includes both Personal Shift Trades and Shift Trades against the roster. A maximum of ten (10) Protected Shift Trades may be taken each calendar year. Protected Shift Trades must be requested at the time the shift trade is submitted.
- 11202.4** Responsibility:
- 11202.4.1** Roster Stations:
Roster stations are responsible to schedule shift trade requests and maintain records as required by this policy.
- 11202.5** Procedure:
Requests for a shift trade shall be submitted via E-mail between the company officers of the personnel initiating the trade. This is to ensure that both company officers are aware of the request by their employees. This notification also applies for captains to notify their battalion chiefs.
- 11202.6 Both parties to a shift trade must receive approval for the trade from an on-duty company officer. The trade will be approved by the company officer if it meets the following criteria:
- 11202.6.1:**
The shift trade is in excess of eight (8) hours and no more than twenty-four (24) hours. Trading of less than eight (8) hours between two (2) employees may be approved by the immediate supervisor and shall not count as a limited trade. For trades less than eight (8) hours the battalion chief shall be notified immediately, followed by the roster station.
- 11202.6.2:**
Each trade is limited to two (2) personnel of equal rank.
- 11202.6.3:
The second party to the trade, has agreed to the trade.
- 11202.6.4:
The employee is not abusing the intent of shift trades or using it as a method to create an unfair personal advantage.
- 11202.6.5:
Personnel assigned to the HIRT shall be permitted to shift trade with qualified HIRT members only.

- 11202.6.6: Paramedics shall shift trade with paramedics of equal certification levels consistent with their assignment.
- 11202.6.7:** Neither party to the trade has exceeded the maximum of thirty-eight (38) limited trades per calendar year.
- 11202.7 The company officer shall disapprove a shift trade if it interferes with previously scheduled District, battalion or station activities that, in the opinion of the officer, require the participation of the employee. These activities should be scheduled as far in advance as possible. Shift trades shall not interfere with the specialized staffing requirements outlined in *Administrative Policy* (AP) 11301.
- 11202.7.1:** Shift trades for employees off duty due to medical leave of absence are not authorized.
- 11202.7.2:** Daisy chain shift trades personal are not permitted.
- 11202.7.3:** Company assignments associated with shift trades may be changed in order to shorten holdovers, or to meet staffing needs. Employees do not have a particular right to work at the company traded into.
- 11202.8 Following approval by the company officer, the approved shift trade shall be forwarded to the roster station for scheduling.
- 11202.9 Battalion chiefs may restrict shift trades on specific dates for training and other programs. Notification of these restricted dates shall be made to all battalion stations, including the roster stations, as far in advance as practical. Supervisors shall deny requests for shift trades on restricted dates. Personnel requesting a shift trade on restricted dates shall submit a request to the battalion chief with a recommendation for mitigating adverse impact of the time off on District programs.
- 11202.10** An assistant chief shall have the authority to determine the necessity of additional shift trades in excess of thirty-eight (38) shift trades.
- 11202.11 No more than eight (8) shift trades per zone shall be granted for the rank and day requested.
- 11202.12** Individuals shall not assume a shift trade is approved unless it has been approved by the company officer and the employee initiating the shift trade has received confirmation.
- 11202.13 Appeal of a Denial:
An appeal to the denial of a shift trade may be made to the battalion chief, who shall approve, modify, or deny the appeal.
- 11202.14 Once a shift trade has been approved by the company officers and scheduled by the roster station, the trade is considered as part of the affected

employee's normal work schedule. Therefore, the now off-duty employee would be entitled to overtime pay if that employee worked overtime.

11202.15 The cancellation of a scheduled shift trade shall be requested by both parties to their company officers and forwarded to the roster station.

11202.16** Incomplete Personal Shift Trades:
All effort should be made to work the shift trade day on. If an employee is unable to work the shift trade day on, they shall pay back the day using one of the methods listed in the following order:

1. Combined leave
2. Only if combined leave bank is exhausted, leave without pay

11202.16.1:** Incomplete personal shift trades (off) scheduled prior to being on leave without pay:

- An employee with a prior scheduled shift trade off who is on leave without pay shall be granted a different day off upon their return to work. The new payback day must be selected within the rules governing combined leave off. The new payback day must be taken within ninety (90) days of returning to work. If, due to combined leave limitations, the employee cannot reasonably meet these time frames, they may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.16.2:** Incomplete personal shift trades due to transfer or promotion:

- Incomplete shift trades off due to an employee being transferred onto the same shift as the scheduled payback date, or being promoted, will be granted a different day off on their new shift or classification. The new payback day must be selected within the rules governing combined leave off. The payback day must be taken as soon as reasonably possible, and no more than ninety (90) days after being transferred or promoted. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.
- Incomplete shift trades on due to an employee being transferred or promoted onto the same shift as the scheduled day on, or being promoted, will be required to pay back the day on their new shift or classification. The payback day must be selected from vacancies in the roster, and must be worked as soon as reasonably possible and no more than ninety (90) days after being transferred or promoted. If, due to vacancy limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.16.3:**

Incomplete or pending shift trades personal when assigned to an alternate work schedule:

- Personnel requested to change to an alternate work schedule are required to advise the requesting manager of any pending or incomplete shift trades. The employee may, at their option, do any of the following:
 - Cancel the shift trade if neither side has been worked
 - Refuse the alternate work schedule assignment

If, per the provisions of the current MOA, the employee is ordered to the new assignment, or the authorizing manager agrees, then the employee will have no obligation to repay an incomplete shift trade on. For an incomplete shift trade off the employee may reschedule a new day off. The new day off must be selected within the rules governing combined leave off. The new day off must be taken as soon as reasonably possible, and no more than ninety (90) days after returning to a fifty-six (56) hour work schedule. If, due to combined leave limitations, the employee cannot reasonably meet the time frame, it may be extended by the assistant chief. Any such request for extension should be made at least thirty (30) days prior to the end of the ninety (90) day limit.

11202.17 Fringe Benefits:

Shift trades will not result in an increase or decrease in fringe benefits, accruals, or shifts counted toward acting pay.

11202.18** Shift Trades Against the Vacation Roster:

Employees may shift trade against the vacation roster, provided the employee works the traded shift prior to taking the time off. Shift trades against the vacation roster shall be submitted by the company officer of the employee initiating the shift trade to the roster station. The roster station will communicate the disposition of the request to the employee and supervisor. The number of shift trades granted against the combined leave roster shall be governed by the maximum number of personnel allowed off on combined leave per zone. The request may be granted only if the number of personnel allowed off is not exceeded. Personnel shall be charged for a shift trade for each limited shift trade made against the vacation roster.

11202.18.1:**

Shift trades with the roster on will be selected from the vacation roster. They shall be selected from any day beyond the current published bid sheet through the first pay period of the following calendar year. The associated shift trade roster day off must be taken within the same time frames.

11202.18.2:**

Daisy chain shift trades with the roster are not permitted.

11202.18.3** Incomplete Shift Trade Rosters On:

- When no part of the shift trade roster has been worked, it shall be

cancelled regardless of the reason. The shift trade roster will not be modified for any reason.

- When twelve (12) or more hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee's combined leave bank will be charged for the number of hours remaining in the shift. The associated shift trade day off will remain in force.
- When less than twelve (12) hours of the shift trade roster on have been worked, and an employee cannot complete the shift for any reason other than industrial leave, the employee will be paid premium overtime pay for the number of hours worked. The associated shift trade day off will be cancelled.
- When any part of a shift trade roster on has been worked, and the employee is unable to complete the shift due to industrial injury, the remainder of the shift trade on will be charged to 4850 time. The associated day off will remain in force.

11202.18.4.**

HIRT assigned personnel can only shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.18.4.1:**

All HIRT qualified personnel, regardless of assignment, may shift trade against the vacation roster with an opening that will occur at the HIRT Company.

11202.18.5.**

Paramedic assigned personnel can only shift trade against the vacation roster with an opening that will occur consistent with their current certification level.

11202.18.6.**

Personnel shall be permitted to shift trade against the vacation roster in their assigned zone only, except for paramedics who may shift trade Department wide.

11202.18.7:**

If a person transfers into a vacant assignment against which there is a current shift trade roster, then the shift trade roster is cancelled.

11202.19**

Documentation of shift trades will be subject to the provisions of the agreement between the parties indicated below.

The VCPFA and the VCFD agree to jointly develop a shift trade tracking system that will ensure the completion of all shift trades in compliance with the MOA, this policy, and FLSA.

- The company journal shall be the document of last resort when defining time worked issues.

EXHIBIT I

Earn Code	SBP
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Sum of Earned Hours		Name				
PP Year	PP No	LOVO, MELVIN BRUCE	SEABROOK, JEFFREY S.	PRICE, A SCOTT	BEERY, CHRISTOPHER SCOTT	WINCHESTER, RYAN DOUGLAS
2022	1	52				
	2	16	11.2			
	4	8				
2021	1	44	31	77	70	49
	2	64	12	93	47	32
	5	8				
	11	30	30.5	70	50	78
	12	30	20	28	92	75
	13	30	28	86	28	61
	14	52		64	46	53.5
	15		49	48	106	34
	16	30	33.5	78	72	48
	17	13	30	170	8	14
	18	28	41	92	14	92
	19	28	17.8		28	163
	20	43	37	14	144	22
	21	32	16	74	62	28
	22	34	29	76	68	48
	23	51	25	70	42	85
	24	25	48	48	42	36
	25	35	25	98	70	28
	26	38	30	78	48	62
2020	1	30				
	2	5				
	3	15				
	4	23				
	5	34	5.6			
	6	3				
	7	5				
	9	8				
	10	6				
	13	48		74	42	48
	14	25	45	42	23	103
	15	35	35	60	74	49.5
	16	55	16	38	124	20
	17	54	44	74	28	64
	18	44	46	48	28	42
	19	51	30	75	70	27.5
	20	65	71	27	76	42
	21	15	44	22	115	56
	22	33	33	78	70	48

Sum of Earned Hours		Name					
PP Year	PP No	LOVO, MELVIN BRUCE	SEABROOK, JEFFREY S.	PRICE, A SCOTT	BEERY, CHRISTOPHER SCOTT	WINCHESTER, RYAN DOUGLAS	
2020	23	33	59	40	48	64	
	24	30	36	47	83	65	
	25	47	38.5	105	42	48	
	26	25	64.5	91	31	21	
	27	51	30	48	61.5	70	
2019	1	5					
	2	19					
	3	5					
	5	5					
	8	10					
	9	4.5					
	10	5					
	11	10					
	12	17		28	42	20	
	13	25	34	70	20	92	
	14	27	27	61	50	84	
	15	35	34	46	69	62	
	16	42	20	43	96	50	
	17	18	36	57	28	92.15	
	18	40	30	56	42	76	
	19	36	28.5	48	63	73	
	20	43	21	6	158	28	
	21	48	32	92	68	36	
	22	40	23.25	68	24	64	
	23	39	34	91		56	
	24	30	49	65	54	45	
	25	35		93	47	54	
	26	40		49	72	70	
2018	1	14		42	41	56	
	2	10		49	28	41	
	3	37		84	14	28	
	4	29				6	
	5					7	
	7	45					
	8	8					
	10	8					
	12	5					
	13	37		55	82	57	
	14	42.5		33.5	93	64	
	15	31		69.5	39	88.5	
	16	23	47	99	51	28	
	17	38	46.5	14	102	48	
	18	30	33	70	47	74	

Sum of Earned Hours		Name					
PP Year	PP No	LOVO, MELVIN BRUCE	SEABROOK, JEFFREY S.	PRICE, A SCOTT	BEERY, CHRISTOPHER SCOTT	WINCHESTER, RYAN DOUGLAS	
2018	19	50		34	75.5	22	122
	20	40		27	78	55	62
	21	28		35	56	62	77
	22	21		46	48	87	54
	23	15		67	76	58	62
	24	5		15	34	28	14
	25	25			55	55	55
	26	49			77	70	49
2017	1	10			14		
	2	3					
	3	5		3.5			
	4	10					
	6			14			
	7	10					
	8	10					
	9	8					
	10	10					
	11	15					
	12	1			20	24.5	46
	13	31			68	70	48
	14	43			70	48	78
	15	33			21	48	94
	16	16			19	84	29
	17	31			69.5	6	118
	18	41			47	78	70
	19	10			117		76
	20	36			70	48	78
	21	80			54	64	63
	22	37			53	60	64
	23	69.5			48	92	55
	24	31			49	70	70
	25	35			77	70	45
	26	5					
2016	1	26		5	51	28	91
	2				28	84	83
	3	5					
	4	3		1	13	12	
	5	2					
	6	10		21			
	7	8					
	8			18.2			
	9	7.5					
	10						
	11	5		7			

Sum of Earned Hours		Name					
PP Year	PP No	LOVO, MELVIN BRUCE	SEABROOK, JEFFREY S.	PRICE, A SCOTT	BEERY, CHRISTOPHER SCOTT	WINCHESTER, RYAN DOUGLAS	
2016	12	5			76	67	48
	13				94	56	36
	14	8				127.5	44.5
	15				62	62	50
	16				67	14	88
	17	5	7		84	48	56
	18	5	7		176.5		10.5
	19	3			78	47	70
	20	27			32	82	73
	21	32.5			54.5	45	95
	22	40			34	62	92
	23	4			62	78	56
	24				63	70	49
	25	10			69	49	77
	26	15			28	77	91
2015	3		14				
	6		4.2				
	7		5.6				
	9		7				
	10		14	10			10
	11		3.5	28	36		34
	12		14	67.5	48		78
	13			20	98		78
	14		7	77.5	51		29
	15			82.5	20		89
	16			48	64		84
	17	12		85	40		42
	18			28	6		53
	19		7	26.5	114		54
	20		7	68	99		20
	21		10.5	68	50		76
	22	5	7	76	78		42
	23	2	7.7	71	88.5		28
	24	49		81	36		71
	25			46	94		50
26			77	64		54.25	
2014	1						13
	2	48				14	
	10	24					
	11	36		80	44		60
	12			48	76		69
	13			50	118		40
	14			43	84		56

Sum of Earned Hours		Name					
PP Year	PP No	LOVO, MELVIN BRUCE	SEABROOK, JEFFREY S.	PRICE, A SCOTT	BEERY, CHRISTOPHER SCOTT	WINCHESTER, RYAN DOUGLAS	
2014	15				48	78	68
	16				118.5	14	62
	17				70	34	91
	18				62	78	56
	19				78	67	46
	20			1	37	48	84
	21	33.5		32.2	48	72	68
	22			49	78	70	48
	23				55	48	81
	24				49	72	63
	25			7	25	84	77
	26			7	88	58	47
2013	11				28	87	74
	12				56	61.5	77
	13				77	43	72
	14				48	76	66
	15				91.5	28	76
	16				42	76	78
	17				20	92	84
	18				57	75	52
	19				70	48	78
	20	10			62	50	84
	21				59.5	68	60
	22				70	57	64
	23				52.25	60.7	69
	24				73	70	49
	25				70	49	77
	26		48		48	77	66.5
Grand Total		3669	2119.25	8751.75	8554.2	8762.9	

EXHIBIT J

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CRAIG E. JOHNSON
BRIAN A. DIXON
STEVEN W. WELTY
STUART C. WOO
DAVID E. MASTAGNI
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PHILLIP R.A. MASTAGNI
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WILLIAM P. CREGER
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GRANT A. WINTER
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JOEL M. WEINSTEIN
TAYLOR DAVIES-MAHAFFEY
NATHAN SENDEROVICH
SAMUEL S. SIAVOSHI
BEHNAM M. PARVINIAN
CARLY M. MORAN
CLARISSA MEDRANO
CHRISTOPHER J. WALSH
BYRON G. DANELL
CHRISTINA D. ALON
DAVID E. SNAPP
MONTANA MASSONE
GARRETT PORTER
WILLIAM C. BAIRD

February 28, 2022

Via Electronic & U.S. Mail

Linda Webb, Retirement Administrator
Ventura County Employees' Retirement Association
1190 S. Victoria Avenue, Suite 200
Ventura, California 93003
E-Mail: Linda.Webb@ventura.org

**Re: Appeal of Exclusion of Standby Pay for Ventura County Firefighters;
Our File No.: MHA/20-0811**

Dear Ms. Webb:

This letter is on behalf of the Ventura County Professional Firefighters Association ("VCPFA"), and serves as an appeal by the following individuals regarding the exclusion of standby pay that constitutes a part of their "normal working hours." These individuals are: Mel Lovo (Captain-Aviation Manager); Jeff Seabrook (Captain – Seasonal Aviation Manager); Ryan Whitebread (Firefighter/Paramedic – Crew Chief); Ryan Anderson (Firefighter/Paramedic – Crew Chief); Scott Price (Heavy Equipment Operator); Chris Beery (Heavy Equipment Operator); Ryan Winchester (Heavy Equipment Operator); Ryan Long (Fire Control Worker – Dozer Swamper); Kade Bergman (Fire Control Worker – Dozer Swamper); and Darran Hanson (Fire Control Worker – Dozer Swamper).

As you are aware, Government Code section 31461 subdivision (b)(3) prohibits retirement boards from including payments for "additional services rendered outside normal working hours." However, nothing in *Alameda* or PEPPRA dictates that mandatory, regular standby hours, which are part of the normal duties of an assignment or classification, should be excluded. Where certain assignments require employees to regularly be on standby as a part of their assigned schedule, these hours are a part of the employee's normal working hours.

Here, there are a few specific assignments and/or classifications within the Fire Department that require regular, re-occurring, and mandatory standby time as part of the normal working hours. For the reasons detailed below, there is little question that this mandatory standby pay is properly included in compensation earnable. This standby pay is for services rendered that are a core part of the working hours for the highly specialized positions and units to which they apply. This

standby pay is not for “additional services” rendered outside “normal working hours,” and is not pension spiking. Thus, these specific standby pays are properly included in compensation earnable.

1. Fire Department Assignments that Require Regular Standby Time

The Fire Department employs a limited number of bulldozer operators and aviation managers/ aviation crew chiefs. These are highly specialized positions and require advanced training and certification. There are only a select few employees in the Department that are qualified to perform these tasks. Because there is a limited number of employees available to perform these essential job duties, all employees in these assignments are required to be on standby for a certain number of days each month as a part of their normal schedule.

a. Heavy Equipment Operators (Dozers)

The Department employs three (3) individuals classified as “Heavy Equipment Operators” (dozers). Each of these heavy equipment operators is paired with a fire control worker who assists them. These pairs work a rotating schedule that repeats approximately every three (3) weeks. The schedule includes one (1) to two (2) days on duty, either proceeded or followed by two (2) days standby for two (2) weeks and three (3) days standby every third week. The scheduled attached hereto as Exhibit A demonstrates each “dozer” works standby for a minimum of two (2) days per week and seven (7) days every three (3) weeks. This scheduled, regular standby is necessary to ensure that at least one pair of heavy equipment operators is on standby at all times. Because the dozers’ normal working hours include seven (7) days standby during each 21-day period, those seven (7) standby days must be included in their pension calculations. (See *City of Sacramento v. Public Employees Retirement System* (1991) 229 Cal.App.3d 1470, 1486–1487 [holding that scheduled overtime firefighters are normally required to work during the 24–day work period is not automatically excluded from “compensation” because its part of their normal working hours].)

We acknowledge that any additional standby work performed beyond the seven (7) days each 21-day period, would not be considered part of their normal working hours and properly excluded from pension calculations. We also recognize that the County’s current pay codes do not distinguish between includable and excludable standby payments. VCPFA submitted a request to the Auditor-Controller for a new pay code distinguishing between regularly scheduled standby hours and non-regular standby hours. (A copy of this request is attached hereto as Exhibit B.) We propose that prospectively, the County code the regularly scheduled standby hours as such and continue treating all other standby hours by the generic pay code you propose to exclude (SBP). For any member retiring prior to this correction, cap the includable standby hours at 122 (365/21*7) shifts.

b. Aviation

Additionally, four (4) employees in the Aviation Unit work at least some standby time as part of each shift they are assigned to work as part of their normal working hours. These two (2) aviation captains and firefighter/paramedics must remain standby after each shift worked until 2:00 am. This standby duty is a part of each shift and therefore their normal working hours. VCPFA

acknowledges that while the standby hours are a normal part of each shift, not every shift worked is compensable. Rather, all standby hours worked in connection with their regularly scheduled shifts must be included in their pension calculations, but any standby pay received for overtime shifts (or shifts outside their normal schedule that do not qualify as overtime) is not pensionable. Again, VCPFA proposes that the County change the standby pay coding to distinguish between standby that is part of the employee's normal working hours and standby outside the normal working hours.

2. Regularly Scheduled Standby Time is Not Excludable Under Section 31461(b)(3).

Neither PEPR nor the Supreme Court's decision in *Alameda County Deputy Sheriff's Assn. v. Alameda County* (2020) 9 Cal.5th 1032 (*Alameda*), requires exclusion from "compensation earnable" regularly-scheduled, required standby pay that is part and parcel of a firefighters assigned hours. In *Alameda*, as to the PEPR exclusion relevant here—payments for additional services rendered outside of normal working hours—the Supreme Court only held that provision was constitutional insofar as it excluded **voluntary standby pay** that was susceptible to "pension spiking." (*Alameda, supra*, 9 Cal.5th at p. 1063.) The only "example" of compensation excluded by new subdivision (b)(3) of section 31461 cited by the Supreme Court was "on-call duty pay, which is provided to employees **in return for voluntarily making themselves available** to be called to work outside their normal working hours." (*Id.* at p. 1062 [emphasis added].) "Accepting **voluntary on-call duty**," the Supreme Court held, "allowed an employee to . . . increase his or her pension benefit by **volunteering** for a large quantity of on-call duty . . . during the final compensation period." (*Id.* at p. 1063 [emphases added].) Accordingly, new subdivision (b)(3) was constitutional because it "prevents employees from **volunteering**, during their final compensation period, to perform additional services outside normal working hours **in order to artificially inflate their daily rate of pay**." (*Id.* at p. 1097 [emphases added].)

In every single instance in which the Supreme Court discussed the parameters of new subdivision (b)(3), it referred only to *voluntary* standby pay that was capable of being "spiked" in the final pay period. The Supreme Court's decision did not address the situation at issue here—*mandatory, regularly scheduled* standby pay for critical services rendered by first responder. This reoccurring standby pay is not earned for "additional" services "outside of normal working hours" and there is nothing in *Alameda* or PEPR to suggest that it is.

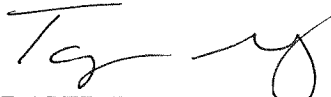
Second, neither PEPR nor *Alameda* altered the Supreme Court's holding in *Ventura County Deputy Sheriffs' Assn. v. Board of Retirement of Ventura County Employees' Retirement Assn.* (1997)16 Cal.4th 483 (*Ventura*) that items of pay includable in "compensation earnable" do not need to be earned by a "all" employees in a particular grade or class. Neither PEPR nor *Alameda* addressed what constitutes "the same grade or class of positions" under subsection 31461(a). (*Id.* at p. 487.) To the contrary, the Supreme Court noted that its decision in *Ventura* was based on an "extensive examination of the language and legislative history" of CERL and quoted the exact language from its prior decision that "premium pay not received by all of the employee's peers" was included in the definition of compensation earnable now found in section 31461(a). (*Alameda, supra*, 9 Cal.5th at pp. 1058- 59.) While the Supreme Court in *Alameda* addressed the constitutionality of the **exclusions** to compensation earnable under PEPR, it did not address

(much less overrule), its prior holding that items of compensation did not need to be earned by all employees in the same grade or class.¹

In sum, neither *Alameda* nor PEPRA require the exclusion of heavy equipment operators' or aviation managers/ crew chiefs' regularly scheduled standby pay. As detailed above, this pay is part and parcel of their assigned duties and hours while in these highly specialized units. Because these standby hours are a part of their regular schedule, they are not "payments for additional services rendered outside of normal working hours," and thus should not be excluded under Section 31461(b)(3).

Sincerely,

MASTAGNI HOLSTEDT, APC

A handwritten signature in black ink, appearing to read 'Tg' followed by a stylized flourish.

DAVID E. MASTAGNI
Attorney at Law

DEM/jd

cc: Ashley Dunning
Kevin Aguayo, President, VCPFA

¹ This argument is irrelevant as to the Heavy Equipment Operators, as they are their own classification.

EXHIBIT K



March 25, 2022

BY EMAIL AND U.S. MAIL

David E. Mastagni, Esq.
Mastagni Holstedt
1912 I Street
Sacramento, CA 95811

**SUBJECT: APPEAL OF EXCLUSION OF STANDBY BAY FOR CERTAIN MEMBERS OF THE
VENTURA COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION (“VCPFA”);
YOUR FILE NO.: MHA/20-0811**

Dear Mr. Mastagni:

This letter responds to your February 28, 2022 letter regarding the above-referenced appeal (“VCPFA Appeal”) regarding the exclusion by the Ventura County Employees’ Retirement Association (“VCERA”) and its Board of Retirement (“Board”) of “standby pay,” which you argue “constitutes a part of their ‘normal working hours.’”

You have identified the individuals whom you are representing in this VCPFA Appeal, as follows: Mel Lovo (Captain-Aviation Manager); Jeff Seabrook (Captain – Seasonal Aviation Manager); Ryan Whitebread (Firefighter/Paramedic – Crew Chief); Ryan Anderson (Firefighter/Paramedic – Crew Chief); Scott Price (Heavy Equipment Operator); Chris Beery – (Heavy Equipment Operator); Ryan Winchester (Heavy Equipment Operator); Ryan Long (Fire Control Worker – Dozer Swamper); Kade Bergman (Fire Control Worker – Dozer Swamper); and Darran Hanson (Fire Control Worker – Dozer Swamper) (collectively, “VCPFA Appellants”).

Factual Background Regarding the VCPFA Appeal

VCERA records show the following as to the VCPFA Appellants:

- Five of the VCPFA Appellants are Legacy members¹ in the Safety Tier 1 plan (i.e., Lovo, Seabrook, Price, Beery and Winchester).
- Five of the VCPFA Appellants are PEPRAs members² in the Safety Tier 7 plan (i.e., Whitebread, Anderson, Long, Bergman and Hansen)
- VCPFA Appellant Hansen was promoted from Fire Control Worker to Firefighter Trainee, effective January 9, 2022, therefore he is no longer a “dozer/swamper”.

¹ Legacy members are those VCERA members who are not “new members” (aka “PEPRA members”) under Government Code section 7522.04, subd. (f). Thus, they are eligible for “compensation earnable” under Government Code section 31461.

² PEPRA members first entered VCERA membership on or after January 1, 2013, and were not eligible for reciprocity. Thus, they are eligible for “pensionable compensation” under Government Code section 7522.34.

- None of the VCPFA Appellants have filed applications for retirement with VCERA, and they all are currently active safety members.

On October 12, 2020, the VCERA Board approved a Resolution regarding implementation of *Alameda County Deputy Sheriffs' Assn., et al. v. Alameda County, et al.* (2020) 9 Cal.5th 1031 ("*Alameda*") to compensation earnable and pensionable compensation by VCERA ("*Alameda* Implementation Resolution"). A copy of the *Alameda* Implementation Resolution is attached at **Tab 1.**

As stated in the *Alameda* Implementation Resolution, VCERA was to "comply with *Alameda's* directives regarding mandatorily excluded pay items, which includes the PEPRA Exclusions, and apply that directive to all retiree payroll for individuals who retire on or after January 1, 2013 (including those who will retire on or after the date of this Resolution), effective with the first retiree payroll occurring after *Alameda*, that is, as of the VCERA retiree payroll of August 31, 2020."

As pertinent to this appeal, the *Alameda* Implementation Resolution provides in its paragraph no. 12 that the Board will "[p]rovide members with an opportunity to administratively appeal factual determinations VCERA makes regarding pay codes with which they may disagree (such as whether particular pay codes are for services rendered during normal working hours of members in the class or grade of the member). Gov. Code § 31461(b)(3); see *Stevenson v. Board of Retirement of OCERS* (2010) 186 Cal.App.4th 498. Thus, appeals would occur under Code of Civil Procedure section 1085," citing *Shelden v. Marin Cty. Employees' Ret. Assn.* (2010) 189 Cal.App.4th 458.

On May 24, 2021, the Board implemented Section 11 of the *Alameda* Implementation Resolution and ratified staff determinations regarding various exclusions from compensation earnable in compliance with *Alameda*. A copy of VCERA's chart with those exclusions is attached at **Tab 2**, and the Board meeting minutes reflecting that decision is attached at **Tab 3**.

As stated on that chart, there is one code for Standby pay provided by the County to all employees who are in VCPFA (coded "SBP"), and it is excluded from compensation earnable. That exclusion was based both on *Alameda*, as well as *Marin Assn. of Public Employees v. Marin County Employees' Retirement Assn.* (2016) 2 Cal.App.5th 674 (retirement board correctly excluded all standby, callback and administrative response pay from compensation earnable as a result of section 31461, subd. (b)) ("*Marin*"), and *City of Pleasanton v. Board of Administration* (2012) 211 Cal.App.522 (section 20636 of the Public Employees' Retirement Law and regulations adopted thereunder results in the exclusion from compensation earnable of standby pay, and other similar pay for services rendered outside of normal working hours, even if not paid at overtime rates).

On November 15, 2021, the Board adopted an appeals process of benefit determinations arising out of the *Alameda* ("*Alameda* Appeals Process"). A copy of the *Alameda* Appeals Process is attached at **Tab 4**.

As set forth therein and as is applicable to this *Alameda* Appeal, the sole issue for determination is as follows:

Whether any of the [standby pay received by Appellants] was “compensation earnable” under Government Code section 31461. For example, was the pay for service rendered within the “normal working hours” of a member’s position and of “persons in the same grade or class of positions during the period [the member rendered services] at the same rate of pay,” such that it is not mandatorily excluded under subdivision (b)(3) in Government Code section 31461.

I have reviewed the arguments set forth in the VCPFA Appeal, as well as its enclosed chart, and information available to VCERA as discussed below, and make the following observations.

County of Ventura Rules Regarding Terms of VCPFA Appellants’ Employment

The VCPFA Appellants are currently each employed by the County of Ventura (“County”) through its Fire Protection District and are, and during all applicable times have been, subject to a Memorandum of Agreement between the Ventura County Fire Protection District and the VCPFA (“MOA”). A copy of the MOA applicable to the period August 1, 2021–July 31, 2024, is attached at **Tab 5** and the MOA applicable to the period August 1, 2018–July 31, 2021 is attached at **Tab 6** (collectively, “MOAs”)

Both MOAs state that it “summarizes the full and complete agreement reached concerning wages, hours, and working conditions” applicable to the VCPFA Appellants, and those terms are to be reviewed by VCERA in the context of laws applicable to the retirement system, which as applicable here is the County Employees Retirement Law of 1937 (Gov. Code § 31450, et seq.) (“CERL”).

The only provision of the MOAs applicable to “Standby” is Section 602, which provides, in its entirety, as follows:

Any employee in the District covered by this Agreement may be placed in “stand-by” status *at the discretion of the Duty Chief due to forecasted emergency conditions*. Any such employee shall be compensated at the rate of one-fourth (1/4) of his/her regular rate of pay, or twenty-five dollars (\$25.00), for each twenty-four (24) hour period, or fraction thereof, during which the employee is scheduled to be in a stand-by status, whichever sum provides the maximum benefit to the employee. No employee shall be paid for callback time and stand-by time simultaneously.

(Emphasis added.)

Article 10 of the MOAs provides the “Hours of Work” applicable to those who are subject to it. Section 1001 of that Article states, with respect employees on staff assignments, fire crew personnel and construction personnel, that they “shall work a forty (40) hour, four (4) or five (5)

day work week or such other schedule constituting eighty (80) hours in a pay period as determined by the Appointing Authority, excluding lunch which shall be a period of no less than thirty (30) minutes.” Article 10 applies to all ten (10) of the VCPFA Appellants. With respect to VCPFA Appellant Hansen, he remains subject to this provision as well while he is in the Fire Academy.

Section 1002 of Article 10 provides, with respect to firefighter trainees who are not in the Fire Academy, firefighters, fire engineers, fire investigation specialists and fire captains, that they “shall work a shift of twenty-four (24) hours on-duty, twenty-four (24) hours off-duty as determined by the Appointing Authority, and which shall constitute a one hundred twelve (112) hour pay period.” Furthermore, such “Line-assigned personnel shall work an average work-week of fifty-six (56) hours.” None of the VCPFA Appellants are subject to Section 1002 with respect to the assignments that are referenced in the VCPFA Appeal.

Article 11 of the MOAs addresses “Overtime,” and Section 1101 describes the District’s policy as “to avoid the necessity for overtime whenever possible.” Furthermore, “Overtime worked or scheduled to be worked shall not be considered as part of the normal work schedule.” However, Section 1102(C) in Article 11 states as follows:

Commencing effective July 1, 2003, for all employees covered by this Agreement working the schedule set forth in Section 1002-E, any premium overtime pay for regularly scheduled hours, e.g., one hour per daily work shift or five hours per week, shall be reported to the Retirement Association as compensation earnable. The District and each employee receiving such premium overtime compensation for regularly scheduled hours prior to the effective date of this Agreement shall pay all appropriate retroactive retirement contributions in connection with this reported compensation earnable.”

Thus, under the MOAs, which is consistent with VCERA’s implementation of the County Employees’ Retirement Law of 1937 (“CERL”), and specifically Government Code³ section 31461.6 thereof, this particular form of premium overtime pay for regularly scheduled hours *is, and continues to be*, included in Legacy members’ compensation earnable, should they work that time. Accordingly, to the argument in your appeal regarding *City of Sacramento v. PERS* (1991) 229 Cal.App.3d 1470, VCERA does include that form of premium overtime pay for regularly scheduled hours, as delineated above, in compensation earnable. But those payments are not for Standby. With respect to PEPRAs members, those services also are included in “pensionable compensation” as permitted by Section 7522.34, subd. (c)(8).

Furthermore, the MOAs include a number of different “premium” pays that the District agrees are provided to a number of individuals who are subject to the MOAs, and those pay items also are included in compensation earnable by VCERA as required by *Ventura County Deputy Sheriff’s Assoc. v. Board of Retirement of VCERA* (1997) 16 Cal.4th 483 (“the *Ventura Decision*”), even though they are not provided to all individuals in the same class or grade [e.g., Sec. 605

³ All statutory references hereinafter are to the California Government Code unless otherwise stated.

(Hazardous Incident Response Team (HIRT) Team Premium), Sec. 606 (HIRT Pool Premium), Sec. 607 (Paramedic Premium Pay), Sec. 609 (Urban Search and Rescue Premium). Accordingly, the MOAs *already provide* extra compensation—which VCERA includes in compensation earnable under *Ventura*—for the “highly specialized positions” that “require advanced training and certification” referenced in your letter.

VCERA has reviewed the shift schedule calendar provided with the VCPFA Appeal and has compared it to the Standby that was reported by the County during 2018, 2019 and 2020, as to each of the VCPFA Appellants as has found as follows:

First, no Standby was reported by the County during 2018, 2019 and 2020 as to PEPRAs members, because all Standby has been excluded from pensionable compensation since VCERA first implemented PEPRAs as of January 1, 2013.

Second, the Standby the County reported as to the five VCPFA Appellants who are Legacy members was irregular. Specifically, enclosed is a spreadsheet showing the amount of Standby each of the five VCPFA Appellants worked each year as reported to VCERA by the County, from January 1, 2013, if applicable, through December 31, 2021. (Attached at **Tab 7**.) As the spreadsheet demonstrates, the amount of Standby that each Legacy member VCPFA Appellant worked was inconsistent across pay periods, months and years.

Brief Background Regarding VCERA’s Pensionability Determinations Since 1998

By Resolution dated December 15, 1997, the VCERA Board implemented the *Ventura* decision and included in compensation earnable, among other listed items, all “standby pay” (Attached at **Tab 8**, item no. 22.).

By Resolution dated November 17, 2014, the VCERA Board implemented the California Public Employees’ Reform Act of 2013, and related legislation, and excluded from pensionable compensation of “New Members,” as defined (now known as “PEPRAs Members”), among other listed items, all “Payments for additional services rendered outside of normal working hours (including, but not limited to, call-back, standby pay, off-duty canine care, or extra-shift work).” (Attached at **Tab 9**, page 4, item 3.j.).

Thus, as noted above, all Standby pay has been excluded from the pensionable compensation determinations of VCPFA Appellants Whitebread, Anderson, Long, Bergman and Hansen since they were first VCERA members. The *Alameda* Implementation Resolution has no impact on them.

Further, as also noted above, as a result of *Alameda* and the *Alameda* Implementation Resolution dated October 12, 2020, VCERA is now excluding all Standby pay from compensation earnable, based on the conclusion that “stand-by” status, as described in the MOA, is not paid for services when an employee is “on duty” within their “normal working hours.” Moreover, as noted already, this is the same treatment afforded to Standby pay with respect to PEPRAs members who are subject to a statutory exclusion—Section 7522.34(c)(6)—identical to the exclusion now contained in Section 31461(b)(3) of CERL.

Notably, under the MOAs, employees in “stand-by status” are *available* to be called back to work should “emergency conditions” arise that warrant such an action.

In *Alameda*, the Supreme Court held that the addition of subdivision (b)(3) to section 31461 and requires the exclusion from compensation earnable of any “payments for services rendered outside normal working hours,” is a *change in law*, and thus conclusions to the contrary in *Ventura* are no longer applicable. Moreover, as also discussed above, California courts of appeal have upheld retirement boards’ exclusion from compensation earnable of Standby. E.g., *Marin, supra*, Cal.App.5th 674; *City of Pleasanton, supra*, (2012) 211 Cal.App.522. Subdivision (b)(3) of section 31461 does not distinguish between “voluntary” and “mandatory” standby—neither does VCERA, and neither do the MOAs.

Findings of Fact

1. The VCPFA appellants all are active safety members of VCERA.
2. All of the VCPFA Appellants will retire after January 1, 2013.
3. Five of the VCPFA Appellants are Legacy members in the Safety Tier 1 plan (i.e., Lovo, Seabrook, Price, Beery and Winshester).
4. Five of the VCPFA Appellants are PEPRA members in the Safety Tier 7 plan (i.e., Whitebread, Anderson, Long, Bergman and Hansen)
5. The five VCPFA Appellants who are Legacy members worked Standby that was reported to VCERA by the County because VCERA treated Standby as “compensation earnable” until the *Alameda* Implementation Resolution. As shown on the spreadsheet at Tab 7, the Standby that those VCPFA Appellants worked, as reported to VCERA by the County, was irregular across pay periods, months and years.
6. The VCPFA MOA provision applicable to the VCPFA Appellants defined their normal working hours as that they “shall work a forty (40) hour, four (4) or five (5) day work week or such other schedule constituting eighty (80) hours in a pay period as determined by the Appointing Authority, excluding lunch which shall be a period of no less than thirty (30) minutes.” Standby was not included within those normal working hours.
7. Standby that all of the VCPFA Appellants received was for being available to be called back to work to perform bulldozing or aviation services, as applicable, outside of their regular shift hours, as described above, and normal business.
8. Both Government Code section 7522.34(c)(6) and section 31461 (b)(3) provide that retirement allowances calculated under either of those statutes do not include, “Payments for additional services rendered outside of normal working hours, whether paid in a lump sum or otherwise.”

9. *Alameda* confirmed that this legislative change to the definition of compensation earnable in section 31461(b) is constitutional.
10. Standby pay is for services rendered outside of normal working hours, and is, therefore, excluded from compensation earnable pursuant to *Alameda* and section 31461(b)(3) and from pensionable compensation pursuant to section 7522.34(c)(6).
11. VCERA does not have discretion to include items in compensation earnable or pensionable compensation that are specifically excluded by statute.
12. VCERA properly applied PEPR, *Alameda* and section 31461(b)(3) by excluding Standby Pay from compensation earnable and pensionable compensation.

Conclusions of Law

VCPFA Appellants failed to meet their burden of proving that the compensation they received for their Standby services during their County employment was required to be included in the calculation of their compensation earnable, or pensionable compensation, as applicable, for the purpose of determining their retirement benefits.

VCERA's past practice of including Standby pay in compensation earnable of the five VCPFA Appellants who are Legacy members is no longer legally permissible for any employee who retires after January 1, 2013.

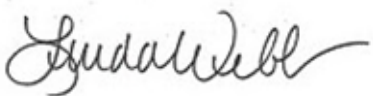
Accordingly, the VCPFA Appellants' compensation earnable or pensionable compensation, as applicable, properly excludes Standby pay. All overpaid member contributions from January 1, 2013, with interest, are being returned to the Legacy members, as called for by the *Alameda* Implementation Resolution.

For the above reasons, VCERA denies the VCPFA Appeal.

In accordance with the *Alameda* Appeals Process, this decision will be referred to the Board for a final decision.

The Board's counsel will advise VCPFA Counsel and VCERA's Counsel of the briefing schedule, as provided in the *Alameda* Appeals Process, and with the Board meeting date on which the Board Referral will be heard.

Sincerely,



Linda Webb
Retirement Administrator

EXHIBIT L

**County of Ventura
C.E.O./Human Resources Division**



***PP 2022-14 Job Code &
Salary Listing by Job Title***

\$5 Increase to Lifeguard series eff 6/26/22

	BargUnit/ VCHRP		BargUnit/ VCHRP		
Union	Union Cd	Description	Union	Union Cd	Description
CJAAVC	CA / ACA CJ / ACJ	CJAAVC Non-supervisory CJAAVC Supervisory	SEIU	PC / UPC PH / UPH PI / UPI PJ / UPJ PJ / UPK PT / UPT WS / UWS / UST	SEIU Administrative Support SEIU Professional SEIU Maintenance & Labor-GR SEIU Supervisory SEIU Supervisory-Clin Coord SEIU Technical SEIU Non-supervisory Soc Wrkrs SEIU Student Workers
CNA	CN / NCN PD / NCP	California Nurses Assoc-CN California Nurses Assoc-PerDiem			
IUOE	OS / EOS	Intl Union of Op Engineers-OS			
MGMT	CC / MCC MA / MMA MA / MSA MB / MB2 MB / MB3 MB / MB4 MS / MS2 MS / MS3 MT / MT2 MT / MT3 MT / MT4 ME / MME ME / MES UO / MU3 UO / MU4 / MV1 / MV2	MGMT Confidential Clerical MGMT Agency/Dept Heads-GR MGMT Agency/Dept Heads-SR MGMT Asst Agency/Dept Heads MGMT Asst Agency/Dept Heads MGMT Asst Agency/Dept Heads MGMT Sheriff Safety Mgmt MGMT Sheriff Safety Mgmt MGMT Fire Safety Mgmt MGMT Fire Safety Mgmt MGMT Fire Safety Mgmt MGMT Management Elected-GR MGMT Management Elected-SR MGMT Other Unrepresented MGMT Other Unrepresented MGMT VCERA Agency Head-GR MGMT VCERA Asst Agency Heads	SPOAVC VCDSA VCPFA VCPPOA	IT / SIT IU / SIU IV / SIV IW / SIW SD / DSD SE / DSE SS / DGS SS / DSS FA / FCW FF / FGF FF / FFF VP / PVP VT / PVT	SPOAVC Coronors SPOAVC Welfare Investigators SPOAVC Welfare Investigatrs-TC SPOAVC Welfare Investigatrs-TC VCDSA DA Inv Non-supervisory VCDSA DA Inv Supervisory VCDSA Sheriff's Non-sprvsry-GR VCDSA Sheriff's Non-sprvsry-SR VCPFA Fire Control Workers (SR) VCPFA General Retirement VCPFA Safety Retirement VCPPOA / Probation Officers VCPPOA / Patrol Officers
FLSA Stat			VCSCOA	ST / CST	VC Sher Correct Ofrs Assoc-ST
N = Nonexempt (hourly rates) P = Professional/Exempt (biweekly rates)			VEA	AA / VAA PE / VPE	VEA Appraisers & Assessors VEA Professional Engineers
			None	QNU	No Union Assigned

Pensionable Compensation Included as Base Pay

For the following classification, salaries may be increased by the ranges shown below in the form of Market Based Premium Pay (MBPP) which shall be considered an element of Base Pay, and are reflected as such in the employees' hourly/biweekly rate:

Job Code	Job Title	Union Code	MBPP range
00159	Certified Phlebotomy Tech I	SEIU	\$0 - \$1.87
00160	Certified Phlebotomy Tech II	SEIU	\$0 - \$2.37
00161	Certified Phlebotomy Tech III	SEIU	\$0 - 2.37
01719	Community Health Worker	SEIU	\$0 - \$2.50
01156	Community Services Worker I	SEIU	\$0 - \$2.50
01157	Community Services Worker II	SEIU	\$0 - \$3.50
01158	Community Services Worker III	SEIU	\$0 - \$4.50
00311	Histologist	SEIU	\$0 - \$5
00825	Licensed Physical Therapy Asst	SEIU	\$0 - \$10
01245	Occupational Therapist	SEIU	\$0 - \$10
01401	Operating Room Technician I	SEIU	\$0 - \$5
01402	Operating Room Technician II	SEIU	\$0 - \$5
01403	Operating Room Technician III	SEIU	\$0 - \$5
00135	Orthopedic Technician	SEIU	\$0 - \$5
01451	Pharmacist I	SEIU	\$0 - \$25
01452	Pharmacist II	SEIU	\$0 - \$25
00755	Pharmacy Technician I	SEIU	\$0 - \$25
00756	Pharmacy Technician II	SEIU	\$0 - \$25
01882	Principal Respiratory Therapist	SEIU	\$0 - \$15
01453	Radiologic Technologist	SEIU	\$0 - \$5
00320	Registered Dietician I	SEIU	\$0 - \$5
00321	Registered Dietician II	SEIU	\$0 - \$5
00322	Registered Dietician III	SEIU	\$0 - \$5
01671	Senior Occupational Therapist	SEIU	\$0 - \$10
00372	Senior Orthopedic Technician	SEIU	\$0 - \$6
00149	Senior Speech Pathologist	SEIU	\$0 - \$10
00136	Speech Pathologist	SEIU	\$0 - \$10

Designated classifications are eligible to receive these Market Based Premium Pays per Sect. 622 of the SEIU MOA or Sect 604 of the CNA PD MOA, which can be found at:

http://vcportal.ventura.org/CEO/HR/MOA/docs/SEIU721_MOA_2013-2016_FINAL.pdf

http://vcportal.ventura.org/CEO/HR/docs/MBPP_eligible.pdf

JOB CODE	DESCRIPTION	AT WILL	UNION FLSA		BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
			CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====											
09101	APCD AP Control Off/Exec Off	Y	MB2	P	\$5,906.339040	\$8,720.021360	\$12,797.07	\$18,893.38	\$153,564.82	\$226,720.56	
09130	APCD AQ Chemist I		UPH	P	\$2,412.255520	\$3,383.335440	\$5,226.55	\$7,330.56	\$62,718.64	\$87,966.72	
09131	APCD AQ Chemist II		UPH	P	\$2,746.228960	\$3,852.047840	\$5,950.16	\$8,346.10	\$71,401.95	\$100,153.24	
09120	APCD AQ Eng I		VPE	P	\$2,600.291120	\$3,722.744240	\$5,633.96	\$8,065.95	\$67,607.57	\$96,791.35	
09121	APCD AQ Eng II		VPE	P	\$2,980.060800	\$4,256.290000	\$6,456.80	\$9,221.96	\$77,481.58	\$110,663.54	
09170	APCD AQ Inst Tech I		UPT	N	\$26.244719	\$36.744042	\$4,549.08	\$6,368.97	\$54,589.02	\$76,427.61	
09171	APCD AQ Inst Tech II		UPT	N	\$28.816399	\$40.392780	\$4,994.84	\$7,001.42	\$59,938.11	\$84,016.98	
09172	APCD AQ Inst Tech III		UPT	N	\$34.327862	\$48.155318	\$5,950.16	\$8,346.92	\$71,401.95	\$100,163.06	
09150	APCD AQ Meteorologist I		UPH	P	\$2,412.255520	\$3,383.335440	\$5,226.55	\$7,330.56	\$62,718.64	\$87,966.72	
09151	APCD AQ Meteorologist II		UPH	P	\$2,746.228960	\$3,852.047840	\$5,950.16	\$8,346.10	\$71,401.95	\$100,153.24	
09140	APCD AQ Spec I		UPH	P	\$2,412.255520	\$3,383.335280	\$5,226.55	\$7,330.56	\$62,718.64	\$87,966.72	
09141	APCD AQ Spec II		UPH	P	\$2,746.228960	\$3,852.425440	\$5,950.16	\$8,346.92	\$71,401.95	\$100,163.06	
09175	APCD AQ Tech I		UPT	N	\$21.733059	\$30.355566	\$3,767.06	\$5,261.63	\$45,204.76	\$63,139.58	
09176	APCD AQ Tech II		UPT	N	\$23.288442	\$32.522709	\$4,036.66	\$5,637.27	\$48,439.96	\$67,647.23	
09190	APCD Fiscal Asst I		UPC	N	\$15.000000	\$18.846156	\$2,600.00	\$3,266.67	\$31,200.00	\$39,200.00	
09191	APCD Fiscal Asst II		UPC	N	\$15.212055	\$21.264124	\$2,636.76	\$3,685.78	\$31,641.07	\$44,229.38	
09192	APCD Fiscal Asst III		UPC	N	\$17.148827	\$23.984992	\$2,972.46	\$4,157.40	\$35,669.56	\$49,888.78	
01184	APCD Fiscal Asst IV		UPC	N	\$18.427700	\$25.798461	\$3,194.13	\$4,471.73	\$38,329.62	\$53,660.80	
09106	APCD Fiscal Officer		MB4	P	\$3,523.849200	\$4,510.944320	\$7,635.01	\$9,773.71	\$91,620.08	\$117,284.55	
01186	APCD Fiscal Technician I		UPT	N	\$20.291432	\$28.414622	\$3,517.18	\$4,925.20	\$42,206.18	\$59,102.41	
01187	APCD Fiscal Technician II		UPT	N	\$21.802872	\$30.517541	\$3,779.16	\$5,289.71	\$45,349.97	\$63,476.49	
09186	APCD Management Asst II		UPC	N	\$19.843579	\$27.777944	\$3,439.55	\$4,814.84	\$41,274.64	\$57,778.12	
09156	APCD Management Asst IV		MCC	N	\$24.252765	\$39.004183	\$4,203.81	\$6,760.73	\$50,445.75	\$81,128.70	
09143	APCD Manager - Compliance		MB3	P	\$3,729.570960	\$5,233.087920	\$8,080.74	\$11,338.36	\$96,968.84	\$136,060.29	
09157	APCD Manager - Engineering		MB3	P	\$3,711.413680	\$5,295.905520	\$8,041.40	\$11,474.46	\$96,496.76	\$137,693.54	
09158	APCD Manager - Monitoring		MB3	P	\$3,729.593840	\$5,232.585280	\$8,080.79	\$11,337.27	\$96,969.44	\$136,047.22	
09144	APCD Manager - Planning/Rules		MB3	P	\$3,674.622080	\$5,242.916800	\$7,961.68	\$11,359.65	\$95,540.17	\$136,315.84	
09102	APCD Mgr Fisc/Admin Services		MB3	P	\$3,786.158640	\$5,301.141040	\$8,203.34	\$11,485.81	\$98,440.12	\$137,829.67	
09104	APCD Mgr Office Systems		MB4	P	\$3,356.213760	\$5,122.317520	\$7,271.80	\$11,098.35	\$87,261.56	\$133,180.26	
09105	APCD Mgr Public Info Services		MB4	P	\$2,607.569680	\$4,020.420800	\$5,649.73	\$8,710.91	\$67,796.81	\$104,530.94	
09195	APCD Office Assistant III		UPC	N	\$17.600867	\$24.613022	\$3,050.82	\$4,266.26	\$36,609.80	\$51,195.09	
01182	APCD Office Assistant IV		UPC	N	\$18.918958	\$26.454953	\$3,279.29	\$4,585.53	\$39,351.43	\$55,026.30	
09180	APCD Office Systems Coord I		UPH	N	\$25.432535	\$35.732686	\$4,408.31	\$6,193.67	\$52,899.67	\$74,323.99	
09181	APCD Office Systems Coord II		UPH	N	\$27.912186	\$39.250848	\$4,838.11	\$6,803.48	\$58,057.35	\$81,641.76	
09182	APCD Office Systems Coord III		UPH	P	\$2,612.472880	\$3,664.232240	\$5,660.36	\$7,939.17	\$67,924.29	\$95,270.04	
09183	APCD Office Systems Coord IV		UPH	P	\$2,612.472880	\$3,663.872960	\$5,660.36	\$7,938.39	\$67,924.29	\$95,260.70	
09112	APCD Permit Processing Spec I		UPH	N	\$30.153196	\$42.291693	\$5,226.55	\$7,330.56	\$62,718.65	\$87,966.72	
09113	APCD Permit Processing Spec II		UPH	N	\$34.327862	\$48.155315	\$5,950.16	\$8,346.92	\$71,401.95	\$100,163.06	
09111	APCD Public Info Specialist		UPH	P	\$2,746.906160	\$3,852.995680	\$5,951.63	\$8,348.16	\$71,419.56	\$100,177.89	
09132	APCD Supervising AQ Chemist		UPH	P	\$2,949.014880	\$4,137.442560	\$6,389.53	\$8,964.46	\$76,674.39	\$107,573.51	
09122	APCD Supervising AQ Engineer		VPE	P	\$3,195.827200	\$4,559.750480	\$6,924.29	\$9,879.46	\$83,091.51	\$118,553.51	
09173	APCD Supervising AQ Inst Tech		UPJ	N	\$36.862683	\$51.723101	\$6,389.53	\$8,965.34	\$76,674.38	\$107,584.05	
09152	APCD Supervising AQ Meteorlgst		UPH	P	\$2,949.014880	\$4,137.442560	\$6,389.53	\$8,964.46	\$76,674.39	\$107,573.51	

JOB CODE	DESCRIPTION	AT WILL	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
			CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====											
09142	APCD Supervising AQ Specialist		UPH	P	\$2,949.014640	\$4,137.848080	\$6,389.53	\$8,965.34	\$76,674.38	\$107,584.05	
01675	Account Executive I		UPH	N	\$25.030706	\$31.922081	\$4,338.66	\$5,533.16	\$52,063.87	\$66,397.93	
01683	Account Executive II		UPH	P	\$2,165.242720	\$2,744.111200	\$4,691.36	\$5,945.57	\$56,296.31	\$71,346.89	
01688	Account Executive III		UPH	P	\$2,331.667440	\$2,950.135680	\$5,051.95	\$6,391.96	\$60,623.35	\$76,703.53	
00810	Accountant I		UPH	N	\$26.094709	\$36.532591	\$4,523.08	\$6,332.32	\$54,276.99	\$75,987.79	
00910	Accountant I-MB		MB4	N	\$28.051812	\$39.272536	\$4,862.31	\$6,807.24	\$58,347.77	\$81,686.87	
00811	Accountant II		UPH	N	\$28.994118	\$40.591766	\$5,025.65	\$7,035.91	\$60,307.77	\$84,430.87	
00911	Accountant II-MB		MB4	N	\$31.168674	\$43.636147	\$5,402.57	\$7,563.60	\$64,830.84	\$90,763.19	
00403	Accounting Assistant I		UPC	N	\$16.470507	\$23.058709	\$2,854.89	\$3,996.84	\$34,258.65	\$47,962.11	
00404	Accounting Assistant II		UPC	N	\$18.300558	\$25.620785	\$3,172.10	\$4,440.94	\$38,065.16	\$53,291.23	
02091	Accounting Officer III-MB		MB4	P	\$2,699.399680	\$3,565.801200	\$5,848.70	\$7,725.90	\$70,184.39	\$92,710.83	
02076	Accounting Officer IV		UPH	P	\$2,714.234800	\$3,474.618480	\$5,880.84	\$7,528.34	\$70,570.10	\$90,340.08	
00647	Accounting Technician		UPT	N	\$22.143676	\$31.001152	\$3,838.24	\$5,373.53	\$46,058.85	\$64,482.40	
00796	Accounting Technician-CC		MCC	N	\$24.358049	\$34.101264	\$4,222.06	\$5,910.89	\$50,664.74	\$70,930.63	
00020	Administrative Aide		UPH	N	\$18.524472	\$25.930209	\$3,210.91	\$4,494.57	\$38,530.90	\$53,934.83	
00030	Administrative Assistant I		UPH	N	\$23.071555	\$32.279632	\$3,999.07	\$5,595.14	\$47,988.83	\$67,141.63	
00031	Administrative Assistant II		UPH	N	\$25.364906	\$35.574676	\$4,396.58	\$6,166.28	\$52,759.00	\$73,995.33	
01611	Administrative Assistant III		UPH	P	\$2,232.147520	\$3,130.527360	\$4,836.32	\$6,782.81	\$58,035.84	\$81,393.71	
01615	Administrative Assistant IV		UPH	P	\$2,453.940640	\$3,441.745520	\$5,316.87	\$7,457.12	\$63,802.46	\$89,485.38	
00034	Administrative Officer I		MB4	P	\$2,861.479360	\$4,006.464160	\$6,199.87	\$8,680.67	\$74,398.46	\$104,168.07	
00033	Administrative Officer II		MB4	P	\$3,142.658480	\$4,400.153360	\$6,809.09	\$9,533.67	\$81,709.12	\$114,403.99	
01784	Administrative Srvcs Drctr I		MB3	P	\$3,739.673040	\$5,235.542320	\$8,102.62	\$11,343.68	\$97,231.50	\$136,124.10	
01785	Administrative Srvcs Drctr II		MB3	P	\$4,285.401120	\$5,999.561520	\$9,285.04	\$12,999.05	\$111,420.43	\$155,988.60	
01786	Administrative Srvcs Drctr III	Y	MB2	P	\$4,788.045440	\$6,703.263520	\$10,374.10	\$14,523.74	\$124,489.18	\$174,284.85	
01787	Administrative Srvcs Drctr IV	Y	MB2	P	\$5,299.306160	\$7,419.028800	\$11,481.83	\$16,074.56	\$137,781.96	\$192,894.75	
00452	Agency Public Info Officer I		MB3	P	\$2,585.027280	\$3,619.038480	\$5,600.89	\$7,841.25	\$67,210.71	\$94,095.00	
00453	Agency Public Info Officer II		MB3	P	\$3,216.923040	\$4,503.692320	\$6,970.00	\$9,758.00	\$83,640.00	\$117,096.00	
00454	Agency Public Info Officer III		MB3	P	\$3,739.673040	\$5,235.542320	\$8,102.62	\$11,343.68	\$97,231.50	\$136,124.10	
00514	Agricultural Insp/Biolgst Assc		UPH	N	\$20.617931	\$29.225916	\$3,573.77	\$5,065.83	\$42,885.30	\$60,789.91	
00513	Agricultural Inspctr/Biologist		UPH	N	\$25.280410	\$35.834981	\$4,381.94	\$6,211.40	\$52,583.25	\$74,536.76	
00045	Agriculture Commissioner	Y	MMA	P	\$5,260.561120	\$7,307.579120	\$11,397.88	\$15,833.09	\$136,774.59	\$189,997.06	
00179	Air Conditioning/Heating Mech		EOS	N	\$34.449358	\$36.175435	\$5,971.22	\$6,270.41	\$71,654.66	\$75,244.90	
01376	Airport Maintenance Supervisor		UPJ	P	\$2,180.923120	\$3,053.292320	\$4,725.33	\$6,615.47	\$56,704.00	\$79,385.60	
01372	Airport Maintenance Worker		UPI	N	\$19.020077	\$26.628108	\$3,296.81	\$4,615.54	\$39,561.76	\$55,386.46	
01656	Airport Operations Officer		PVT	N	\$22.414312	\$28.665509	\$3,885.15	\$4,968.69	\$46,621.77	\$59,624.26	
00368	Airport Operations Supervisor		UPJ	N	\$28.180411	\$39.519592	\$4,884.60	\$6,850.06	\$58,615.25	\$82,200.75	
01473	Alcohol/Drug Treatment Spe I		UPT	N	\$17.232044	\$24.097696	\$2,986.89	\$4,176.93	\$35,842.65	\$50,123.21	
01474	Alcohol/Drug Treatment Spe II		UPT	N	\$20.700611	\$28.986323	\$3,588.11	\$5,024.30	\$43,057.27	\$60,291.55	
01476	Alcohol/Drug Treatment Spe III		UPT	N	\$24.494415	\$34.322529	\$4,245.70	\$5,949.24	\$50,948.38	\$71,390.86	
01643	Ambulatory Care Administrator		MB2	P	\$5,795.238320	\$8,113.333440	\$12,556.35	\$17,578.89	\$150,676.20	\$210,946.67	
00879	Animal Care Technician I		UPT	N	\$17.148018	\$24.007225	\$2,972.32	\$4,161.25	\$35,667.88	\$49,935.03	
00880	Animal Care Technician II		UPT	N	\$19.263635	\$26.969090	\$3,339.03	\$4,674.64	\$40,068.36	\$56,095.71	
00069	Animal Control Officer I		UPT	N	\$17.142676	\$24.007227	\$2,971.40	\$4,161.25	\$35,656.77	\$49,935.03	

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00070	Animal Control Officer II		UPT	N	\$19.199229	\$26.969088	\$3,327.87	\$4,674.64	\$39,934.40	\$56,095.70
00953	Animal Control Officer III		UPT	N	\$20.563063	\$28.970961	\$3,564.26	\$5,021.63	\$42,771.17	\$60,259.60
01747	Applications Architect/Suprvsr		UPJ	N	\$41.018993	\$56.939622	\$7,109.96	\$9,869.53	\$85,319.51	\$118,434.41
00963	Appraiser I		VAA	N	\$26.265046	\$36.733378	\$4,552.61	\$6,367.12	\$54,631.30	\$76,405.43
00964	Appraiser II		VAA	N	\$30.286476	\$42.457617	\$5,249.66	\$7,359.32	\$62,995.87	\$88,311.84
00965	Appraiser III		VAA	N	\$33.610694	\$47.120322	\$5,825.85	\$8,167.52	\$69,910.24	\$98,010.27
00080	Appraiser Trainee		VAA	N	\$25.143789	\$33.994399	\$4,358.26	\$5,892.36	\$52,299.08	\$70,708.35
00090	Assessor	Y	MME	P	\$8,735.003440	\$8,735.003440	\$18,925.84	\$18,925.84	\$227,110.09	\$227,110.09
00973	Assessor's Technician I		VAA	N	\$21.811059	\$27.918125	\$3,780.58	\$4,839.14	\$45,367.00	\$58,069.70
00974	Assessor's Technician II		VAA	N	\$24.269421	\$31.064825	\$4,206.70	\$5,384.57	\$50,480.40	\$64,614.84
00975	Assessor's Technician III		VAA	N	\$26.428143	\$33.828058	\$4,580.88	\$5,863.53	\$54,970.54	\$70,362.36
01620	Assist Auditor-Controller	Y	MB2	P	\$4,923.252640	\$6,892.553760	\$10,667.05	\$14,933.87	\$128,004.57	\$179,206.40
00520	Assist Chief Dep Clerk BOS		MB3	P	\$3,888.850320	\$5,444.390080	\$8,425.84	\$11,796.18	\$101,110.11	\$141,554.14
00181	Assist Chief Financial Ofc-HCA		MB3	P	\$5,650.155520	\$7,910.993440	\$12,242.00	\$17,140.49	\$146,904.04	\$205,685.83
00109	Assist Chief Info Officer	Y	MB2	P	\$5,493.502560	\$7,691.657840	\$11,902.59	\$16,665.26	\$142,831.07	\$199,983.10
01038	Assist Chief Medical Examiner	Y	MB2	P	\$8,806.044960	\$12,328.462640	\$19,079.76	\$26,711.67	\$228,957.17	\$320,540.03
00193	Assist County Clerk & Recorder	Y	MB2	P	\$4,856.736800	\$6,800.097440	\$10,522.93	\$14,733.54	\$126,275.16	\$176,802.53
01651	Assist County Executive Ofcr	Y	MB2	P	\$7,364.496080	\$10,826.870160	\$15,956.41	\$23,458.22	\$191,476.90	\$281,498.62
00022	Assist Director DCSS	Y	MB2	P	\$5,909.857280	\$8,274.610880	\$12,804.69	\$17,928.32	\$153,656.29	\$215,139.88
00624	Assist Director PWA	Y	MB2	P	\$6,269.819120	\$8,778.607680	\$13,584.61	\$19,020.32	\$163,015.30	\$228,243.80
01035	Assist Emergency Comm Manager		MB3	N	\$46.174710	\$64.644594	\$8,003.62	\$11,205.06	\$96,043.40	\$134,460.76
00751	Assist Fire Chief	Y	MT2	P	\$5,831.284960	\$8,164.599600	\$12,634.45	\$17,689.97	\$151,613.41	\$212,279.59
00163	Assist Food Services Sprvsr		UPI	N	\$20.393551	\$28.501186	\$3,534.88	\$4,940.21	\$42,418.59	\$59,282.47
01947	Assist Forensic Science Lab		MB3	P	\$4,157.550720	\$5,821.141440	\$9,008.03	\$12,612.47	\$108,096.32	\$151,349.68
01369	Assist Insurance Services Adm		MB3	P	\$4,371.302320	\$6,057.034640	\$9,471.16	\$13,123.58	\$113,653.86	\$157,482.90
00816	Assist Planning Director RMA	Y	MB2	P	\$4,903.846160	\$6,865.384560	\$10,625.00	\$14,875.00	\$127,500.00	\$178,500.00
00184	Assist Pub Adm-Guardn-Consrvtr	Y	MB2	P	\$3,864.919120	\$5,410.886960	\$8,373.99	\$11,723.59	\$100,487.90	\$140,683.06
01389	Assist Public Defender	Y	MB2	P	\$6,843.941360	\$9,582.457200	\$14,828.54	\$20,761.99	\$177,942.48	\$249,143.89
00188	Assist Registrar of Voters	Y	MB2	P	\$3,817.302080	\$5,344.746480	\$8,270.82	\$11,580.28	\$99,249.85	\$138,963.41
01044	Assist Treasurer-Tax Collector	Y	MB2	P	\$4,561.871360	\$6,386.619600	\$9,884.05	\$13,837.68	\$118,608.66	\$166,052.11
00328	Assistant Sheriff	Y	MS2	P	\$6,535.843120	\$9,151.077280	\$14,160.99	\$19,827.33	\$169,931.92	\$237,928.01
02170	Associate Chief Nursing Exec		MB2	P	\$5,819.365360	\$8,147.111520	\$12,608.63	\$17,652.08	\$151,303.50	\$211,824.90
00636	Associate Forensic Pathologist	Y	MB2	P	\$8,145.591280	\$11,403.827920	\$17,648.78	\$24,708.29	\$211,785.37	\$296,499.53
00373	Asst Deputy Chief DA Investgtr		MS3	P	\$5,003.288160	\$7,028.167680	\$10,840.46	\$15,227.70	\$130,085.49	\$182,732.36
00518	Asst Director Bhvl/Pblc Health	Y	MB2	P	\$5,361.168640	\$7,505.635920	\$11,615.87	\$16,262.21	\$139,390.38	\$195,146.53
00217	Attorney I		ACA	P	\$3,256.447840	\$4,111.330720	\$7,055.64	\$8,907.88	\$84,667.64	\$106,894.60
00218	Attorney II		ACA	P	\$4,397.384160	\$5,077.632560	\$9,527.67	\$11,001.54	\$114,331.99	\$132,018.45
00219	Attorney III		ACJ	P	\$5,329.759760	\$6,478.684160	\$11,547.81	\$14,037.15	\$138,573.75	\$168,445.79
00236	Auditor Controller	Y	MME	P	\$9,480.811120	\$9,480.811120	\$20,541.76	\$20,541.76	\$246,501.09	\$246,501.09
00966	Auditor-Appraiser I		VAA	N	\$26.263270	\$36.732982	\$4,552.30	\$6,367.05	\$54,627.60	\$76,404.60
00967	Auditor-Appraiser II		VAA	N	\$30.286476	\$42.457617	\$5,249.66	\$7,359.32	\$62,995.87	\$88,311.84
00968	Auditor-Appraiser III		VAA	N	\$32.790892	\$47.120322	\$5,683.75	\$8,167.52	\$68,205.06	\$98,010.27
00978	Auditor-Appraiser Trainee		VAA	N	\$25.143789	\$33.994399	\$4,358.26	\$5,892.36	\$52,299.08	\$70,708.35

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00245	Auto Mechanic I		EOS	N	\$24.351361	\$29.263453	\$4,220.90	\$5,072.33	\$50,650.83	\$60,867.98
00251	Auto Mechanic II		EOS	N	\$32.445533	\$33.994027	\$5,623.89	\$5,892.30	\$67,486.71	\$70,707.58
00253	Auto Service Worker		UPI	N	\$16.175344	\$22.632401	\$2,803.73	\$3,922.95	\$33,644.72	\$47,075.39
00385	Automotive Systems Tech I		EOS	N	\$18.932306	\$23.952872	\$3,281.60	\$4,151.83	\$39,379.20	\$49,821.97
00386	Automotive Systems Tech II		EOS	N	\$24.767743	\$31.208100	\$4,293.08	\$5,409.40	\$51,516.91	\$64,912.85
00387	Automotive Systems Tech III		EOS	N	\$27.070668	\$34.115196	\$4,692.25	\$5,913.30	\$56,306.99	\$70,959.61
00428	Behavioral Health Clinician I		UPH	N	\$25.742934	\$36.074687	\$4,462.11	\$6,252.95	\$53,545.30	\$75,035.35
00429	Behavioral Health Clinician II		UPH	P	\$2,354.099600	\$3,299.866880	\$5,100.55	\$7,149.71	\$61,206.59	\$85,796.54
00431	Behavioral Health Clinician IV		UPH	P	\$2,594.806400	\$3,635.265600	\$5,622.08	\$7,876.41	\$67,464.97	\$94,516.91
00430	Behavioral Health ClinicianIII		UPH	P	\$2,472.280400	\$3,463.041040	\$5,356.61	\$7,503.26	\$64,279.29	\$90,039.07
01077	Behavioral Health Division Mgr		MB3	P	\$5,097.846160	\$7,137.683760	\$11,045.33	\$15,464.98	\$132,544.00	\$185,579.78
01088	Behavioral Health Manager I		MB3	P	\$3,496.297120	\$4,894.816240	\$7,575.31	\$10,605.44	\$90,903.73	\$127,265.22
01091	Behavioral Health Manager II		MB3	P	\$3,667.933520	\$5,135.610160	\$7,947.19	\$11,127.16	\$95,366.27	\$133,525.86
01083	Behavioral Hlth Clinic Adm I		MB4	P	\$2,656.747360	\$3,622.636160	\$5,756.29	\$7,849.05	\$69,075.43	\$94,188.54
01084	Behavioral Hlth Clinic Adm II		MB4	P	\$2,959.269040	\$4,143.382720	\$6,411.75	\$8,977.33	\$76,941.00	\$107,727.95
01085	Behavioral Hlth Clinic Adm III		MB4	P	\$3,395.285280	\$4,753.865920	\$7,356.45	\$10,300.04	\$88,277.42	\$123,600.51
00438	Board of Supervisor's Chief St	Y	MB3	P	\$3,679.963680	\$5,152.455440	\$7,973.25	\$11,163.65	\$95,679.06	\$133,963.84
00042	Body/Paint Mechanic		EOS	N	\$32.420333	\$33.967624	\$5,619.52	\$5,887.72	\$67,434.29	\$70,652.66
00266	Building Equip Utility Worker		UPI	N	\$15.550312	\$21.760201	\$2,695.39	\$3,771.77	\$32,344.65	\$45,261.22
01130	Building Inspector I		UPT	N	\$26.133780	\$36.608685	\$4,529.86	\$6,345.51	\$54,358.26	\$76,146.06
01131	Building Inspector II		UPT	N	\$27.412417	\$38.449881	\$4,751.49	\$6,664.65	\$57,017.83	\$79,975.75
01132	Building Inspector III		UPT	N	\$28.768548	\$40.350552	\$4,986.55	\$6,994.10	\$59,838.58	\$83,929.15
01133	Building Inspector IV		UPJ	N	\$30.455657	\$42.718029	\$5,278.98	\$7,404.46	\$63,347.77	\$88,853.50
00847	Building Interiors Spec I		EOS	N	\$20.595157	\$23.671606	\$3,569.83	\$4,103.08	\$42,837.93	\$49,236.94
00848	Building Interiors Spec II		EOS	N	\$23.994633	\$27.606360	\$4,159.07	\$4,785.10	\$49,908.84	\$57,421.23
00290	Buyer		UPH	N	\$23.600397	\$33.024857	\$4,090.74	\$5,724.31	\$49,088.83	\$68,691.70
01070	CEO Medical Director of AmbCr		MB2	P	\$10,010.536560	\$14,014.751360	\$21,689.50	\$30,365.29	\$260,273.95	\$364,383.54
00291	CSS Customer Service Rep I		UPC	N	\$20.496857	\$28.705091	\$3,552.79	\$4,975.55	\$42,633.46	\$59,706.59
00292	CSS Customer Service Rep II		UPC	N	\$22.023592	\$30.829505	\$3,817.42	\$5,343.78	\$45,809.07	\$64,125.37
00710	Cadastral Technician I		UPT	N	\$19.841627	\$27.620889	\$3,439.22	\$4,787.62	\$41,270.58	\$57,451.45
00714	Cadastral Technician II		UPT	N	\$23.901046	\$33.365922	\$4,142.85	\$5,783.43	\$49,714.18	\$69,401.12
00028	Cadastral Technician III		UPT	N	\$25.366106	\$35.514995	\$4,396.79	\$6,155.93	\$52,761.50	\$73,871.19
00029	Cadastral Technician IV		UPT	N	\$30.114571	\$42.200475	\$5,219.86	\$7,314.75	\$62,638.31	\$87,776.99
00709	Cadastral Technician Trainee		UPT	N	\$17.504470	\$24.239712	\$3,034.11	\$4,201.55	\$36,409.30	\$50,418.60
00148	Central Stores Supervisor		MB4	P	\$2,120.779840	\$2,969.092000	\$4,595.02	\$6,433.03	\$55,140.28	\$77,196.39
00626	Certified Biomed Equip Tech		UPJ	N	\$27.508812	\$38.624222	\$4,768.19	\$6,694.87	\$57,218.33	\$80,338.38
00669	Certified Building Maint Eng		EOS	N	\$42.519553	\$47.214465	\$7,370.06	\$8,183.84	\$88,440.67	\$98,206.09
00827	Certified Occupation Ther Asst		UPT	N	\$20.821002	\$30.627618	\$3,608.97	\$5,308.79	\$43,307.68	\$63,705.45
02104	Certified Phlebotomist I-PDP		UPT	N	\$24.601978	\$24.601978	\$4,264.34	\$4,264.34	\$51,172.11	\$51,172.11
02105	Certified Phlebotomist II-PDP		UPT	N	\$25.896821	\$25.896821	\$4,488.78	\$4,488.78	\$53,865.39	\$53,865.39
02106	Certified Phlebotomist IIII-PDP		UPT	N	\$27.191661	\$27.191661	\$4,713.22	\$4,713.22	\$56,558.65	\$56,558.65
00159	Certified Phlebotomy Tech I		UPT	N	\$16.358842	\$22.884070	\$2,835.53	\$3,966.57	\$34,026.39	\$47,598.87
00160	Certified Phlebotomy Tech II		UPT	N	\$17.182668	\$24.050247	\$2,978.33	\$4,168.71	\$35,739.95	\$50,024.51

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00161	Certified Phlebotomy Tech III		UPT	N	\$18.032650	\$25.253414	\$3,125.66	\$4,377.26	\$37,507.91	\$52,527.10
00490	Chief Appraiser		MB3	P	\$3,555.510320	\$4,978.202400	\$7,703.61	\$10,786.11	\$92,443.27	\$129,433.26
00302	Chief Assist County Counsel	Y	MB2	P	\$6,843.941360	\$9,582.457120	\$14,828.54	\$20,761.99	\$177,942.48	\$249,143.89
01581	Chief Assistant District Atty	Y	MB2	P	\$6,843.941360	\$9,582.457120	\$14,828.54	\$20,761.99	\$177,942.48	\$249,143.89
00330	Chief DA Investigator	Y	MS2	P	\$5,721.949600	\$8,057.318480	\$12,397.56	\$17,457.52	\$148,770.69	\$209,490.28
00309	Chief Deputy Agricultural Comm	Y	MB2	P	\$4,609.507840	\$6,453.942480	\$9,987.27	\$13,983.54	\$119,847.20	\$167,802.50
00340	Chief Deputy Assessor	Y	MB2	P	\$5,089.861520	\$7,126.504000	\$11,028.03	\$15,440.76	\$132,336.40	\$185,289.10
00394	Chief Deputy Director HCA	Y	MB2	P	\$7,628.647360	\$10,681.153680	\$16,528.74	\$23,142.50	\$198,344.83	\$277,710.00
00766	Chief Deputy Director-GSA	Y	MB2	P	\$4,894.860720	\$6,853.476080	\$10,605.53	\$14,849.20	\$127,266.38	\$178,190.38
00997	Chief Deputy District Attorney	Y	MB2	P	\$6,380.273600	\$8,933.258560	\$13,823.93	\$19,355.39	\$165,887.11	\$232,264.72
00107	Chief Deputy Executive Officer	Y	MB2	P	\$6,545.687360	\$9,164.860800	\$14,182.32	\$19,857.20	\$170,187.87	\$238,286.38
00893	Chief Deputy Prob - Non-Sworn	Y	MB2	P	\$4,283.662320	\$5,997.714960	\$9,281.27	\$12,995.05	\$111,375.22	\$155,940.59
01757	Chief Deputy Probation	Y	MB2	P	\$4,528.536240	\$6,340.572400	\$9,811.83	\$13,737.91	\$117,741.94	\$164,854.88
00784	Chief Deputy Public Defender	Y	MB2	P	\$6,380.273600	\$8,933.258480	\$13,823.93	\$19,355.39	\$165,887.11	\$232,264.72
00180	Chief Financial Officer - HCA	Y	MB2	P	\$10,458.769840	\$14,642.277840	\$22,660.67	\$31,724.94	\$271,928.02	\$380,699.22
00594	Chief Financial Offr - AmbCare	Y	MB2	P	\$5,880.120560	\$8,232.169280	\$12,740.26	\$17,836.37	\$152,883.13	\$214,036.40
00593	Chief Financial Offr - Hosptl	Y	MB2	P	\$6,893.406560	\$9,650.769200	\$14,935.71	\$20,910.00	\$179,228.57	\$250,920.00
00981	Chief Financial Ofr-Retirement	Y	MV2	P	\$6,328.115360	\$8,608.615360	\$13,710.92	\$18,652.00	\$164,531.00	\$223,824.00
00446	Chief Heavy Equipment		MB4	P	\$3,359.259520	\$4,703.424720	\$7,278.40	\$10,190.75	\$87,340.75	\$122,289.04
01962	Chief Helicopter Maint Tech		EOS	N	\$50.161654	\$52.674970	\$8,694.69	\$9,130.33	\$104,336.24	\$109,563.94
01649	Chief Hospital Operations		MB3	P	\$5,255.936800	\$7,726.984080	\$11,387.86	\$16,741.80	\$136,654.36	\$200,901.59
00396	Chief Hospital Operations-E	Y	MB2	P	\$5,518.733520	\$8,113.333520	\$11,957.26	\$17,578.89	\$143,487.07	\$210,946.67
00397	Chief Hospital Ops-Prof&SpSerE	Y	MB2	P	\$6,197.425840	\$8,676.395680	\$13,427.76	\$18,798.86	\$161,133.07	\$225,586.29
00204	Chief Hospital Ops-Prof&SupSer		MB3	P	\$5,902.310000	\$8,263.234080	\$12,788.34	\$17,903.67	\$153,460.06	\$214,844.09
01507	Chief ITSD Telecommunications		MB4	P	\$3,836.667920	\$5,371.861760	\$8,312.78	\$11,639.03	\$99,753.37	\$139,668.41
01655	Chief Information Officer	Y	MMA	P	\$6,798.652320	\$9,519.046640	\$14,730.41	\$20,624.60	\$176,764.96	\$247,495.21
00286	Chief Information Security Offr	Y	MB2	P	\$4,422.364160	\$6,191.916720	\$9,581.79	\$13,415.82	\$114,981.47	\$160,989.83
02093	Chief Investment Officer		MB3	P	\$4,046.188400	\$5,664.663520	\$8,766.74	\$12,273.44	\$105,200.90	\$147,281.25
01069	Chief Medical Director-Amb Cr		MB2	P	\$8,967.033040	\$12,553.846160	\$19,428.57	\$27,200.00	\$233,142.86	\$326,400.00
00341	Chief Medical Examiner	Y	MB2	P	\$9,704.786480	\$13,588.033760	\$21,027.04	\$29,440.74	\$252,324.45	\$353,288.88
02160	Chief Medical Information Off		MB2	P	\$7,285.714240	\$10,200.000000	\$15,785.71	\$22,100.00	\$189,428.57	\$265,200.00
01068	Chief Medical Quality Officer		MB2	P	\$7,846.153840	\$10,984.615440	\$17,000.00	\$23,800.00	\$204,000.00	\$285,600.00
00398	Chief Nursing Executive	Y	MB2	P	\$6,191.488240	\$9,556.562240	\$13,414.89	\$20,705.88	\$160,978.69	\$248,470.62
01065	Chief Operations Officer-Hospl	Y	MB2	P	\$7,324.885200	\$10,254.839120	\$15,870.58	\$22,218.82	\$190,447.02	\$266,625.82
00746	Chief Public Defenders Invest		MB4	P	\$3,934.757440	\$5,509.200080	\$8,525.31	\$11,936.60	\$102,303.69	\$143,239.20
00355	Chief Resident Physician		MU4	P	\$2,635.726960	\$2,635.726960	\$5,710.74	\$5,710.74	\$68,528.90	\$68,528.90
01961	Chief Sheriff/Fire Pilot		DSS	N	\$54.182350	\$75.958777	\$9,391.61	\$13,166.19	\$112,699.29	\$157,994.26
00011	Child Spprt Svcs Mgmt Asst I		UPC	N	\$19.226214	\$26.887091	\$3,332.54	\$4,660.43	\$39,990.53	\$55,925.15
00012	Child Spprt Svcs Mgmt Asst II		UPC	N	\$21.663781	\$30.314530	\$3,755.06	\$5,254.52	\$45,060.66	\$63,054.22
00013	Child Spprt Svcs Mgmt Asst III		UPC	N	\$23.270065	\$32.570476	\$4,033.48	\$5,645.55	\$48,401.74	\$67,746.59
00014	Child Spprt Svcs Mgmt Asst IV		UPC	N	\$25.027650	\$34.990762	\$4,338.13	\$6,065.07	\$52,057.51	\$72,780.78
00061	Child Spprt Svcs Specialst I		UPT	N	\$21.055382	\$26.858080	\$3,649.60	\$4,655.40	\$43,795.19	\$55,864.81
00062	Child Spprt Svcs Specialst II		UPT	N	\$23.113235	\$29.479663	\$4,006.29	\$5,109.81	\$48,075.53	\$61,317.70

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00063	Child Spprt Svcs Specialist III		UPT	N	\$24.965460	\$31.639589	\$4,327.35	\$5,484.20	\$51,928.16	\$65,810.35
00064	Child Spprt Svcs Specialist IV		UPT	N	\$26.884447	\$34.018880	\$4,659.97	\$5,896.61	\$55,919.65	\$70,759.27
00635	Child Support Dist Spec I		UPC	N	\$18.427700	\$25.795934	\$3,194.13	\$4,471.30	\$38,329.62	\$53,655.54
00634	Child Support Dist Spec II		UPC	N	\$20.291432	\$28.414622	\$3,517.18	\$4,925.20	\$42,206.18	\$59,102.41
00633	Child Support Dist Spec III		UPC	N	\$21.802872	\$30.520531	\$3,779.16	\$5,290.23	\$45,349.97	\$63,482.70
00632	Child Support Dist Spec IV		UPC	N	\$25.081039	\$32.107368	\$4,347.38	\$5,565.28	\$52,168.56	\$66,783.33
00308	Circulating Operating Room Nrs		NCN	N	\$46.996692	\$64.200342	\$8,146.09	\$11,128.06	\$97,753.12	\$133,536.71
01771	City Librarian		UPH	N	\$32.710261	\$45.781629	\$5,669.78	\$7,935.48	\$68,037.34	\$95,225.79
00038	Civil Attorney I		MB4	P	\$3,097.083200	\$4,335.916880	\$6,710.35	\$9,394.49	\$80,524.16	\$112,733.84
00039	Civil Attorney II		MB4	P	\$3,935.971440	\$5,510.359920	\$8,527.94	\$11,939.11	\$102,335.26	\$143,269.36
01168	Civil Attorney III		MB3	P	\$4,842.881600	\$6,780.035280	\$10,492.91	\$14,690.08	\$125,914.92	\$176,280.92
00393	Civil Law Clerk		MB4	P	\$2,459.489440	\$3,443.285200	\$5,328.89	\$7,460.45	\$63,946.73	\$89,525.42
00191	Civil Service Commission Asst	Y	MB4	P	\$3,029.586560	\$4,241.421200	\$6,564.10	\$9,189.75	\$78,769.25	\$110,276.95
01269	Clerical Supervisor I		UPJ	N	\$20.335685	\$28.453552	\$3,524.85	\$4,931.95	\$42,298.22	\$59,183.39
01270	Clerical Supervisor II		UPJ	N	\$22.357734	\$31.304903	\$3,875.34	\$5,426.18	\$46,504.09	\$65,114.20
01271	Clerical Supervisor III		UPJ	N	\$24.627625	\$34.496300	\$4,268.79	\$5,979.36	\$51,225.46	\$71,752.30
01273	Clerical Trainee		UPC	N	\$15.041762	\$17.996265	\$2,607.24	\$3,119.35	\$31,286.86	\$37,432.23
00395	Clerk Recorder	Y	MME	P	\$8,384.181760	\$8,384.181760	\$18,165.73	\$18,165.73	\$217,988.73	\$217,988.73
00201	Clerk/Recorder Prgrm Sprvsr I		UPJ	N	\$22.970835	\$29.321903	\$3,981.61	\$5,082.46	\$47,779.34	\$60,989.56
00202	Clerk/Recorder Prgrm Sprvsr II		UPJ	N	\$24.080598	\$33.309636	\$4,173.97	\$5,773.67	\$50,087.64	\$69,284.04
01066	Clinic Medical Director		MB2	P	\$7,431.428480	\$10,404.000000	\$16,101.43	\$22,542.00	\$193,217.14	\$270,504.00
01440	Clinical Assistant I		UPT	N	\$15.000000	\$20.447143	\$2,600.00	\$3,544.17	\$31,200.00	\$42,530.06
01441	Clinical Assistant II		UPT	N	\$16.088473	\$22.526065	\$2,788.67	\$3,904.52	\$33,464.02	\$46,854.22
00164	Clinical Lab Scientist I		UPH	N	\$35.625390	\$45.761721	\$6,175.07	\$7,932.03	\$74,100.81	\$95,184.38
00165	Clinical Lab Scientist II		UPH	N	\$40.197151	\$52.312396	\$6,967.51	\$9,067.48	\$83,610.07	\$108,809.78
00166	Clinical Lab Scientist III		UPH	N	\$44.668671	\$59.968671	\$7,742.57	\$10,394.57	\$92,910.84	\$124,734.84
02044	Clinical Lab Scientist-PDP I		UPH	N	\$33.629861	\$33.629861	\$5,829.18	\$5,829.18	\$69,950.11	\$69,950.11
02045	Clinical Lab Scientist-PDP II		UPH	N	\$38.803685	\$38.803685	\$6,725.97	\$6,725.97	\$80,711.66	\$80,711.66
02046	Clinical Lab Scientist-PDP III		UPH	N	\$42.377072	\$42.377072	\$7,345.36	\$7,345.36	\$88,144.31	\$88,144.31
02047	Clinical Lab Scientist-PDP IV		UPH	N	\$46.614845	\$46.614845	\$8,079.91	\$8,079.91	\$96,958.88	\$96,958.88
01371	Clinical Nurse Manager		MB4	P	\$4,039.953200	\$5,939.112480	\$8,753.23	\$12,868.08	\$105,038.78	\$154,416.92
00280	Code Compliance Officer I		UPT	N	\$28.021683	\$39.294627	\$4,857.09	\$6,811.07	\$58,285.10	\$81,732.82
00281	Code Compliance Officer II		UPT	N	\$30.805851	\$43.203079	\$5,339.68	\$7,488.53	\$64,076.17	\$89,862.40
00282	Code Compliance Officer III		UPT	N	\$33.886433	\$47.518731	\$5,873.65	\$8,236.58	\$70,483.78	\$98,838.96
00103	Coder-Certified		UPC	N	\$33.555549	\$51.221112	\$5,816.30	\$8,878.33	\$69,795.54	\$106,539.91
01274	Collections Officer I		UPC	N	\$16.022984	\$22.389395	\$2,777.32	\$3,880.83	\$33,327.81	\$46,569.94
01275	Collections Officer II		UPC	N	\$17.989443	\$25.173598	\$3,118.17	\$4,363.42	\$37,418.04	\$52,361.08
01276	Collections Officer III		UPC	N	\$18.884693	\$26.423336	\$3,273.35	\$4,580.04	\$39,280.16	\$54,960.54
00043	Commander		MS3	P	\$5,783.151680	\$8,097.206160	\$12,530.16	\$17,543.95	\$150,361.94	\$210,527.36
09999	Commission/Board Members		QNU	N	\$1.000000	\$1.000000	\$173.33	\$173.33	\$2,080.00	\$2,080.00
01277	Communications Operator I		UPT	N	\$15.120562	\$21.142981	\$2,620.90	\$3,664.78	\$31,450.77	\$43,977.40
01278	Communications Operator II		UPT	N	\$17.056027	\$23.851056	\$2,956.38	\$4,134.18	\$35,476.54	\$49,610.20
01279	Communications Operator III		UPT	N	\$19.474570	\$28.613835	\$3,375.59	\$4,959.73	\$40,507.11	\$59,516.78

JOB CODE	DESCRIPTION	AT WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
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01283	Communications Operator IV		UPT	N	\$19.751714	\$29.042416	\$3,423.63	\$5,034.02	\$41,083.57	\$60,408.23
01719	Community Health Worker		UPT	N	\$19.186027	\$26.944526	\$3,325.58	\$4,670.38	\$39,906.94	\$56,044.61
00406	Community Services Coord		UPH	P	\$2,143.098240	\$3,004.313040	\$4,643.38	\$6,509.34	\$55,720.55	\$78,112.14
01156	Community Services Worker I		UWS	N	\$15.000000	\$16.609808	\$2,600.00	\$2,879.03	\$31,200.00	\$34,548.40
01157	Community Services Worker II		UWS	N	\$15.000000	\$20.573501	\$2,600.00	\$3,566.07	\$31,200.00	\$42,792.88
01158	Community Services Worker III		UWS	N	\$16.220226	\$22.641766	\$2,811.51	\$3,924.57	\$33,738.07	\$47,094.87
00641	Compliance Officer	Y	MB2	N	\$5,212.087840	\$7,296.923120	\$11,292.86	\$15,810.00	\$135,514.28	\$189,720.00
00415	Computer Operator		UPT	N	\$19.619157	\$27.531771	\$3,400.65	\$4,772.17	\$40,807.85	\$57,266.08
01046	Consumer Mediator		UPT	N	\$18.562987	\$25.982265	\$3,217.58	\$4,503.59	\$38,611.01	\$54,043.11
00420	Contract Support Specialist I		UPC	N	\$18.853764	\$26.388284	\$3,267.99	\$4,573.97	\$39,215.83	\$54,887.63
00421	Contract Support Specialist II		UPC	N	\$20.718424	\$29.000958	\$3,591.19	\$5,026.83	\$43,094.32	\$60,321.99
00435	Cook		UPT	N	\$15.867238	\$22.086135	\$2,750.32	\$3,828.26	\$33,003.86	\$45,939.16
00988	Corrections Services Ofr I		PVP	N	\$22.941312	\$30.731125	\$3,976.49	\$5,326.73	\$47,717.93	\$63,920.74
00989	Corrections Services Ofr II		PVP	N	\$29.529262	\$33.928003	\$5,118.41	\$5,880.85	\$61,420.86	\$70,570.25
00991	Corrections Services Ofr III		PVP	N	\$30.948445	\$38.883532	\$5,364.40	\$6,739.81	\$64,372.77	\$80,877.75
05293	County Chief Financial Officer	Y	MB2	P	\$8,559.004080	\$11,982.605760	\$18,544.51	\$25,962.31	\$222,534.11	\$311,547.75
00455	County Counsel	Y	MMA	P	\$11,295.689040	\$11,295.689040	\$24,473.99	\$24,473.99	\$293,687.92	\$293,687.92
00261	County Executive Officer	Y	MMA	P	\$12,905.937920	\$12,905.937920	\$27,962.87	\$27,962.87	\$335,554.39	\$335,554.39
00465	County Fire Chief	Y	MSA	P	\$7,278.781440	\$10,191.293040	\$15,770.69	\$22,081.13	\$189,248.32	\$264,973.62
01628	County Supervisor	Y	MME	P	\$6,059.684560	\$6,059.684560	\$13,129.32	\$13,129.32	\$157,551.80	\$157,551.80
00655	County Worker-Extra Help-Z		QNU	N	\$15.000000	\$118.225844	\$2,600.00	\$20,492.48	\$31,200.00	\$245,909.76
01284	Courier I		UPC	N	\$15.267277	\$21.321581	\$2,646.33	\$3,695.74	\$31,755.94	\$44,348.89
01285	Courier II		UPC	N	\$16.011207	\$22.372303	\$2,775.28	\$3,877.87	\$33,303.31	\$46,534.39
01286	Courier III		UPC	N	\$17.240707	\$24.101235	\$2,988.39	\$4,177.55	\$35,860.67	\$50,130.57
02010	Court Accountant I		ZBP	P	\$2,000.649520	\$2,600.844480	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
05207	Court Accountant I H		ZBP	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
02011	Court Accountant II		ZBP	P	\$2,208.780640	\$2,871.414880	\$4,785.69	\$6,221.40	\$57,428.30	\$74,656.79
05208	Court Accountant II H		ZBP	N	\$27.609758	\$35.892686	\$4,785.69	\$6,221.40	\$57,428.30	\$74,656.79
02012	Court Accountant III		ZBP	P	\$2,515.877440	\$3,270.640720	\$5,451.07	\$7,086.39	\$65,412.81	\$85,036.66
05209	Court Accountant III H		ZBP	N	\$31.448468	\$40.883009	\$5,451.07	\$7,086.39	\$65,412.81	\$85,036.66
01355	Court Accounting Tech I - Con		XM4	N	\$23.498806	\$30.548448	\$4,073.13	\$5,295.06	\$48,877.52	\$63,540.77
01987	Court Accounting Tech II -Conf		XM4	N	\$26.922111	\$34.998744	\$4,666.50	\$6,066.45	\$55,997.99	\$72,797.39
01854	Court Accounting Technician I		ZBP	N	\$20.592717	\$26.770531	\$3,569.40	\$4,640.23	\$42,832.85	\$55,682.70
01855	Court Accounting Technician II		ZBP	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
02140	Court Admin Asst I Ops		ZBA	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
02147	Court Admin Asst II Ops		ZBA	N	\$23.498806	\$30.548448	\$4,073.13	\$5,295.06	\$48,877.52	\$63,540.77
02148	Court Admin Asst III Ops		ZBA	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
02094	Court Administrative Asst - C		XM4	N	\$23.498806	\$30.548448	\$4,073.13	\$5,295.06	\$48,877.52	\$63,540.77
01849	Court Analyst - Finance/Fiscal		XM4	P	\$2,939.879200	\$3,821.842960	\$6,369.74	\$8,280.66	\$76,436.86	\$99,367.92
02150	Court Applications Dev Analyst		XM4	P	\$3,408.168400	\$4,430.619120	\$7,384.36	\$9,599.67	\$88,612.38	\$115,196.10
01989	Court Assistant Executive Ofr	Y	XM2	P	\$6,211.919760	\$8,075.495680	\$13,459.16	\$17,496.91	\$161,509.91	\$209,962.89
01923	Court Asst Dir Human Resources		XM3	P	\$3,993.615760	\$5,191.700640	\$8,652.83	\$11,248.68	\$103,834.01	\$134,984.22
01294	Court Attny - Family Law Coord		XM5	P	\$3,945.140480	\$5,128.682640	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
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02144	Court Attorney-Family Law Cntr		XM5	P	\$3,945.140480	\$5,128.682640	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
02138	Court Attorney - Civil Case Mgt		XM5	P	\$3,945.140480	\$5,128.682640	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
02142	Court Attorney - CvlCaseMg NE		XM5	N	\$49.314256	\$64.108533	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
00221	Court Atty - FL & Civ SHLA Ctr		XM5	P	\$3,945.140480	\$5,128.682640	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
01207	Court Business Process Analyst		XM4	N	\$42.602105	\$55.382737	\$7,384.36	\$9,599.67	\$88,612.38	\$115,196.09
01047	Court CCR Cnslr/Prob Inv - Trn		XM4	N	\$23.498806	\$30.548448	\$4,073.13	\$5,295.06	\$48,877.52	\$63,540.77
01895	Court CCR Cnslr/Prob Inv I		XM4	P	\$2,773.853280	\$3,606.009200	\$6,010.02	\$7,813.02	\$72,120.19	\$93,756.24
01892	Court CCR Cnslr/Prob Inv II		XM4	P	\$2,939.879200	\$3,821.842960	\$6,369.74	\$8,280.66	\$76,436.86	\$99,367.92
00476	Court Children Center Spec1st		ZBA	N	\$18.141978	\$23.584572	\$3,144.61	\$4,087.99	\$37,735.31	\$49,055.91
01876	Court Collection Officer I		ZBA	N	\$18.141978	\$23.584572	\$3,144.61	\$4,087.99	\$37,735.31	\$49,055.91
01851	Court Collection Officer II		ZBA	N	\$20.592717	\$26.770531	\$3,569.40	\$4,640.23	\$42,832.85	\$55,682.70
01852	Court Collection Officer III		ZBA	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
01853	Court Collection Officer IV		ZBA	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
01215	Court Collections Fscl Asst I		ZBA	N	\$16.441474	\$21.373916	\$2,849.86	\$3,704.81	\$34,198.27	\$44,457.75
01217	Court Collections Fscl Asst II		ZBA	N	\$18.141978	\$23.584572	\$3,144.61	\$4,087.99	\$37,735.31	\$49,055.91
01234	Court Collections Fscl Asst IV		ZBA	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
01219	Court Collections Fscl AsstIII		ZBA	N	\$20.592717	\$26.770531	\$3,569.40	\$4,640.23	\$42,832.85	\$55,682.70
01509	Court Commissioner	Y	XBR	P	\$6,845.016960	\$6,845.016960	\$14,830.87	\$14,830.87	\$177,970.44	\$177,970.44
01353	Court Database Analyst		XM4	P	\$3,582.420400	\$4,657.146640	\$7,761.91	\$10,090.48	\$93,142.93	\$121,085.81
01206	Court Database Analyst-IT Svcs		XM4	P	\$3,404.136560	\$4,425.377520	\$7,375.63	\$9,588.32	\$88,507.55	\$115,059.82
01990	Court Deputy Executive Officer	Y	XM2	P	\$5,634.394800	\$7,324.713280	\$12,207.86	\$15,870.21	\$146,494.26	\$190,442.55
01991	Court Director - Human Resrcs		XM3	P	\$4,838.838400	\$6,290.490000	\$10,484.15	\$13,629.40	\$125,809.80	\$163,552.74
01998	Court Director-Fin/Planning		XM3	P	\$4,838.838400	\$6,290.490000	\$10,484.15	\$13,629.40	\$125,809.80	\$163,552.74
02139	Court Director-Finance&Collctn		XM3	P	\$4,838.838400	\$6,290.490000	\$10,484.15	\$13,629.40	\$125,809.80	\$163,552.74
01992	Court Director-Fiscal Services		XM3	P	\$4,838.838400	\$6,290.490000	\$10,484.15	\$13,629.40	\$125,809.80	\$163,552.74
01537	Court Exec Asst - Pres Judge		XM4	P	\$2,492.537440	\$3,240.298720	\$5,400.50	\$7,020.65	\$64,805.97	\$84,247.77
01999	Court Executive Assistant		XM4	P	\$2,492.537440	\$3,240.298720	\$5,400.50	\$7,020.65	\$64,805.97	\$84,247.77
00477	Court Executive Officer	Y	XBE	P	\$7,242.603520	\$9,415.384560	\$15,692.31	\$20,400.00	\$188,307.69	\$244,800.00
02048	Court Facilities Project Coord		XM4	P	\$2,773.853280	\$3,606.009200	\$6,010.02	\$7,813.02	\$72,120.19	\$93,756.24
01850	Court Gen Counsel/Dir Lgl Svcs		XM2	P	\$5,771.709280	\$7,462.006160	\$12,505.37	\$16,167.68	\$150,064.44	\$194,012.16
01897	Court Human Resources Asso		XM4	P	\$2,153.768880	\$2,799.899520	\$4,666.50	\$6,066.45	\$55,997.99	\$72,797.39
02122	Court Human Resources Asst		XM4	N	\$23.498806	\$30.548448	\$4,073.13	\$5,295.06	\$48,877.52	\$63,540.77
02120	Court Human Resources Generl1st		XM4	P	\$2,773.853280	\$3,606.009200	\$6,010.02	\$7,813.02	\$72,120.19	\$93,756.24
02123	Court Information Sys Prj Lead		XM4	P	\$4,319.882320	\$5,615.847280	\$9,359.75	\$12,167.67	\$112,316.94	\$146,012.03
01994	Court Judicial Assistant I		ZBA	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
01993	Court Judicial Assistant II		ZBA	N	\$26.869919	\$34.930896	\$4,657.45	\$6,054.69	\$55,889.43	\$72,656.26
01996	Court Judicial Secretary		ZBA	N	\$26.869919	\$34.930896	\$4,657.45	\$6,054.69	\$55,889.43	\$72,656.26
01818	Court LAN/Web Systems Admin		ZBP	P	\$3,264.780880	\$4,244.215280	\$7,073.69	\$9,195.80	\$84,884.30	\$110,349.60
05202	Court LAN/Web Systems AdminH		ZBP	N	\$40.809761	\$53.052691	\$7,073.69	\$9,195.80	\$84,884.30	\$110,349.60
01832	Court Manager - Collections		XM3	P	\$3,408.168400	\$4,430.618960	\$7,384.36	\$9,599.67	\$88,612.38	\$115,196.09
01831	Court Manager - Crt Rprtnrg Srv		XM3	P	\$3,687.444880	\$4,793.678240	\$7,989.46	\$10,386.30	\$95,873.57	\$124,635.63
01735	Court Manager - Info Tech Svcs		XM3	P	\$3,993.615760	\$5,191.700640	\$8,652.83	\$11,248.68	\$103,834.01	\$134,984.22
01922	Court Manager - Interp Srvcs		XM3	P	\$3,408.168400	\$4,430.618960	\$7,384.36	\$9,599.67	\$88,612.38	\$115,196.09

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
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01833	Court Manager - Operations		XM3	P	\$3,408.168400	\$4,430.618960	\$7,384.36	\$9,599.67	\$88,612.38	\$115,196.09
01830	Court Manager-Facilities & EHS		XM3	P	\$3,408.168480	\$4,430.618880	\$7,384.37	\$9,599.67	\$88,612.38	\$115,196.09
01828	Court Managing Attorney-Prf Sv		XM3	P	\$4,838.838400	\$6,290.490000	\$10,484.15	\$13,629.40	\$125,809.80	\$163,552.74
02145	Court Mntl Hlth Hearing Offcr		QNU	N	\$55.000000	\$55.000000	\$9,533.33	\$9,533.33	\$114,400.00	\$114,400.00
01803	Court Network Engineer		XM4	P	\$3,502.238000	\$4,552.909280	\$7,588.18	\$9,864.64	\$91,058.19	\$118,375.64
01819	Court Principal Budget Analyst		XM4	P	\$3,582.420400	\$4,657.146640	\$7,761.91	\$10,090.48	\$93,142.93	\$121,085.81
02149	Court Probate Examiner		XM4	P	\$2,000.649520	\$2,600.844480	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
01261	Court Processing Assistant I		ZBA	N	\$16.441474	\$21.373916	\$2,849.86	\$3,704.81	\$34,198.27	\$44,457.75
01262	Court Processing Assistant II		ZBA	N	\$18.141978	\$23.584572	\$3,144.61	\$4,087.99	\$37,735.31	\$49,055.91
01263	Court Processing Assistant III		ZBA	N	\$20.592717	\$26.770531	\$3,569.40	\$4,640.23	\$42,832.85	\$55,682.70
01264	Court Processing Assistant IV		ZBA	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
00471	Court Reporter		ZBP	N	\$40.875900	\$48.099776	\$7,085.16	\$8,337.29	\$85,021.87	\$100,047.53
00220	Court Research Attorney		XM5	P	\$3,945.140480	\$5,128.682640	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
02143	Court Research Attorney NE		XM5	N	\$49.314256	\$64.108533	\$8,547.80	\$11,112.15	\$102,573.65	\$133,345.75
02126	Court Self Help Assistant I		ZBA	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
02127	Court Self Help Assistant II		ZBA	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
02128	Court Self Help Assistant III		ZBA	N	\$27.609758	\$35.892686	\$4,785.69	\$6,221.40	\$57,428.30	\$74,656.79
01352	Court Senior Analyst - Fin/Fsc		XM4	P	\$3,225.627520	\$4,193.315920	\$6,988.86	\$9,085.52	\$83,866.32	\$109,026.21
01878	Court Senior Attorney		XM5	P	\$4,587.537440	\$5,963.798640	\$9,939.66	\$12,921.56	\$119,275.97	\$155,058.76
00475	Court Senior Attorney-SHLA Ctr		XM5	P	\$4,587.537440	\$5,963.798640	\$9,939.66	\$12,921.56	\$119,275.97	\$155,058.76
01258	Court Senior Bus Proc Analyst		XM4	P	\$3,582.420400	\$4,657.146640	\$7,761.91	\$10,090.48	\$93,142.93	\$121,085.81
02121	Court Senior HR Generalist		XM4	P	\$3,225.627520	\$4,193.315920	\$6,988.86	\$9,085.52	\$83,866.32	\$109,026.21
01894	Court Senior Interpreter		ZBP	N	\$39.863208	\$39.863208	\$6,909.62	\$6,909.62	\$82,915.47	\$82,915.47
01804	Court Senior Network Engineer		XM4	P	\$3,582.420400	\$4,657.146640	\$7,761.91	\$10,090.48	\$93,142.93	\$121,085.81
02132	Court Senior Systems Engineer		ZBP	N	\$35.384241	\$45.999513	\$6,133.27	\$7,973.25	\$73,599.22	\$95,678.99
02134	Court Senior SystemsAnalystApp		ZBP	N	\$35.702699	\$46.413510	\$6,188.47	\$8,045.01	\$74,261.61	\$96,540.10
02130	Court Sr Atty - Family Law Fac		XM5	P	\$4,587.537440	\$5,963.798640	\$9,939.66	\$12,921.56	\$119,275.97	\$155,058.76
02125	Court Sr Atty - Legal Research		XM5	P	\$4,587.537440	\$5,963.798640	\$9,939.66	\$12,921.56	\$119,275.97	\$155,058.76
02090	Court Sr Manager-Collections		XM3	P	\$3,687.444880	\$4,793.678240	\$7,989.46	\$10,386.30	\$95,873.57	\$124,635.63
02080	Court Sr. Manager - Operations		XM3	P	\$3,687.444880	\$4,793.678240	\$7,989.46	\$10,386.30	\$95,873.57	\$124,635.63
01255	Court Staff Development Coord		XM4	P	\$2,492.537440	\$3,240.298720	\$5,400.50	\$7,020.65	\$64,805.97	\$84,247.77
01250	Court Supervisor - Fam Crt Svs		XM4	P	\$3,644.376080	\$4,737.688880	\$7,896.15	\$10,264.99	\$94,753.78	\$123,179.91
01356	Court Supervisor I - Collectns		ZBS	N	\$28.897901	\$37.567270	\$5,008.97	\$6,511.66	\$60,107.63	\$78,139.92
01837	Court Supervisor I - Operatns		ZBS	N	\$28.897901	\$37.567270	\$5,008.97	\$6,511.66	\$60,107.63	\$78,139.92
01357	Court Supervisor II - Collctns		ZBS	N	\$31.830101	\$41.379132	\$5,517.22	\$7,172.38	\$66,206.61	\$86,068.59
02119	Court Supervisor II - Operatns		ZBS	N	\$31.830101	\$41.379132	\$5,517.22	\$7,172.38	\$66,206.61	\$86,068.59
02129	Court Supervisor-IT Infra Srvc		XM4	P	\$3,644.376080	\$4,737.688880	\$7,896.15	\$10,264.99	\$94,753.78	\$123,179.91
02141	Court Sybase Analyst		XM4	P	\$3,404.136560	\$4,425.377520	\$7,375.63	\$9,588.32	\$88,507.55	\$115,059.82
02133	Court Systems Anlyst - Applic		ZBP	N	\$34.439217	\$44.770982	\$5,969.46	\$7,760.30	\$71,633.57	\$93,123.64
02131	Court Systems Engineer		ZBP	N	\$31.448468	\$40.883009	\$5,451.07	\$7,086.39	\$65,412.81	\$85,036.66
02135	Court Victim Rest Tech I		ZBP	N	\$22.140531	\$28.782692	\$3,837.69	\$4,989.00	\$46,052.30	\$59,868.00
02136	Court Victim Rest Tech II		ZBP	N	\$25.008119	\$32.510556	\$4,334.74	\$5,635.16	\$52,016.89	\$67,621.96
00736	Credentialing Coordinator II		UPH	P	\$2,232.147600	\$3,130.527520	\$4,836.32	\$6,782.81	\$58,035.84	\$81,393.72

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
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00735	Credentialing Coordinator I		UPH	N	\$25.364906	\$35.574676	\$4,396.58	\$6,166.28	\$52,759.00	\$73,995.33
01689	Crime Analyst I		UPH	N	\$29.189060	\$38.638742	\$5,059.44	\$6,697.38	\$60,713.24	\$80,368.58
01690	Crime Analyst II		UPH	N	\$33.457214	\$44.347976	\$5,799.25	\$7,686.98	\$69,591.01	\$92,243.79
00195	Crisis Team Clinician		UPH	N	\$27.501166	\$38.549847	\$4,766.87	\$6,681.97	\$57,202.43	\$80,183.68
00223	Crisis Team Clinician - PDP		UPH	N	\$37.508568	\$37.508568	\$6,501.49	\$6,501.49	\$78,017.82	\$78,017.82
00481	Custodian I		UPI	N	\$15.127762	\$15.127762	\$2,622.15	\$2,622.15	\$31,465.74	\$31,465.74
00482	Custodian II		UPI	N	\$15.404940	\$21.484337	\$2,670.19	\$3,723.95	\$32,042.28	\$44,687.42
00485	Custodian III		UPI	N	\$16.154582	\$22.609493	\$2,800.13	\$3,918.98	\$33,601.53	\$47,027.75
01706	Data Communications Specialist		EOS	N	\$46.604833	\$56.236685	\$8,078.17	\$9,747.69	\$96,938.05	\$116,972.30
00491	Data Entry Operator I		UPT	N	\$15.000000	\$18.707007	\$2,600.00	\$3,242.55	\$31,200.00	\$38,910.57
00492	Data Entry Operator II		UPT	N	\$15.000000	\$20.912472	\$2,600.00	\$3,624.83	\$31,200.00	\$43,497.94
00493	Data Entry Operator III		UPT	N	\$16.017223	\$22.391585	\$2,776.32	\$3,881.21	\$33,315.82	\$46,574.50
01550	Data Systems Analyst		UPJ	N	\$37.120064	\$49.300358	\$6,434.14	\$8,545.40	\$77,209.73	\$102,544.74
01868	Data Systems Architect		UPJ	N	\$41.018993	\$56.939622	\$7,109.96	\$9,869.53	\$85,319.51	\$118,434.41
01547	Data Systems Manager		MB4	P	\$4,168.390960	\$5,836.319040	\$9,031.51	\$12,645.36	\$108,378.16	\$151,744.30
01551	Data Systems Specialist		UPH	N	\$30.377746	\$42.602935	\$5,265.48	\$7,384.51	\$63,185.71	\$88,614.10
00120	Data Technician I		UPT	N	\$15.000000	\$16.861273	\$2,600.00	\$2,922.62	\$31,200.00	\$35,071.45
00121	Data Technician II		UPT	N	\$15.000000	\$20.604206	\$2,600.00	\$3,571.40	\$31,200.00	\$42,856.75
00495	Data Technician III		UPT	N	\$16.096448	\$22.616367	\$2,790.05	\$3,920.17	\$33,480.61	\$47,042.04
01007	Data Technician IV		UPT	N	\$17.209601	\$24.044941	\$2,983.00	\$4,167.79	\$35,795.97	\$50,013.48
00638	Dental Assistant		UPT	N	\$15.552198	\$21.773077	\$2,695.71	\$3,774.00	\$32,348.57	\$45,288.00
00510	Deputy Agricultural Comm		MB4	P	\$3,318.271040	\$4,646.035200	\$7,189.59	\$10,066.41	\$86,275.05	\$120,796.92
01519	Deputy Chief DA Investigator		MS3	P	\$5,321.042240	\$7,449.459200	\$11,528.92	\$16,140.49	\$138,347.10	\$193,685.94
00920	Deputy Chief Fire Services	Y	MT2	P	\$6,556.438320	\$9,179.013600	\$14,205.62	\$19,887.86	\$170,467.40	\$238,654.35
00110	Deputy Chief Info Officer	Y	MB2	P	\$5,012.023840	\$7,017.445520	\$10,859.38	\$15,204.47	\$130,312.62	\$182,453.58
00704	Deputy Clerk of The Board		MB4	N	\$28.459782	\$39.843694	\$4,933.03	\$6,906.24	\$59,196.35	\$82,874.88
01654	Deputy Director Airports	Y	MB2	P	\$4,062.618640	\$5,687.665600	\$8,802.34	\$12,323.28	\$105,628.08	\$147,879.31
01515	Deputy Director Animal Service	Y	MB2	P	\$4,004.799280	\$5,756.715520	\$8,677.07	\$12,472.88	\$104,124.78	\$149,674.60
00580	Deputy Director Area Agency Ag	Y	MB2	P	\$4,046.113600	\$5,664.559200	\$8,766.58	\$12,273.21	\$105,198.95	\$147,278.54
02065	Deputy Director Auditor Cont	Y	MB2	P	\$4,512.161040	\$6,317.644720	\$9,776.35	\$13,688.23	\$117,316.19	\$164,258.76
01582	Deputy Director Child Sppt Div		MB3	P	\$4,069.974640	\$5,698.523200	\$8,818.28	\$12,346.80	\$105,819.34	\$148,161.60
00767	Deputy Director Gen Svcs Agy	Y	MB2	P	\$4,492.603680	\$6,290.262720	\$9,733.97	\$13,628.90	\$116,807.70	\$163,546.83
01672	Deputy Director Harbor	Y	MB2	P	\$4,537.036000	\$6,351.850080	\$9,830.24	\$13,762.34	\$117,962.94	\$165,148.10
01699	Deputy Director Hlth Care Agy	Y	MB2	P	\$6,450.782000	\$9,031.980560	\$13,976.69	\$19,569.29	\$167,720.33	\$234,831.49
01904	Deputy Director Human Svcs Agy	Y	MB2	P	\$6,192.836960	\$7,201.679520	\$13,417.81	\$15,603.64	\$161,013.76	\$187,243.67
01063	Deputy Director I Res Mgt Agy	Y	MB2	P	\$4,568.935120	\$6,397.135920	\$9,899.36	\$13,860.46	\$118,792.31	\$166,325.53
01064	Deputy Director II Res Mgt Agy	Y	MB2	P	\$5,177.764160	\$7,249.579920	\$11,218.49	\$15,707.42	\$134,621.87	\$188,489.08
01767	Deputy Director Library Svcs	Y	MB2	P	\$3,947.116000	\$5,525.962480	\$8,552.08	\$11,972.92	\$102,625.02	\$143,675.02
00381	Deputy Director Pub Wks Agy		MB3	P	\$4,852.365600	\$6,793.977760	\$10,513.46	\$14,720.29	\$126,161.51	\$176,643.42
00809	Deputy Director RMA-Planning	Y	MB2	P	\$5,651.226800	\$7,912.492720	\$12,244.32	\$17,143.73	\$146,931.90	\$205,724.81
00108	Deputy Executive Officer	Y	MB2	P	\$5,089.797680	\$7,126.415360	\$11,027.89	\$15,440.57	\$132,334.74	\$185,286.80
00614	Deputy Probation Officer		PVP	N	\$26.104311	\$39.288150	\$4,524.75	\$6,809.95	\$54,296.97	\$81,719.35
00547	Deputy Public Admin-Guardn-Con		UPJ	N	\$22.562369	\$31.559354	\$3,910.81	\$5,470.29	\$46,929.73	\$65,643.46

JOB CODE	DESCRIPTION	AT WILL	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
			CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
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00550	Deputy Sheriff		DSS	N	\$38.873329	\$54.271401	\$6,738.04	\$9,407.04	\$80,856.52	\$112,884.51
00995	Deputy Sheriff Trainee		DGS	N	\$35.281102	\$40.804771	\$6,115.39	\$7,072.83	\$73,384.69	\$84,873.92
01553	Desktop Support Analyst I		UPH	N	\$24.693865	\$36.828034	\$4,280.27	\$6,383.53	\$51,363.24	\$76,602.31
01861	Desktop Support Analyst II		UPJ	N	\$29.348365	\$44.529047	\$5,087.05	\$7,718.37	\$61,044.60	\$92,620.42
00427	Diagnostic Services Supervisor		UPT	N	\$17.229647	\$24.083836	\$2,986.47	\$4,174.53	\$35,837.67	\$50,094.38
00426	Diagnostic Technician		UPT	N	\$16.457429	\$22.963615	\$2,852.62	\$3,980.36	\$34,231.45	\$47,764.32
00555	Dietary Aide		UPT	N	\$15.102898	\$21.032331	\$2,617.84	\$3,645.60	\$31,414.03	\$43,747.25
00267	Digital Sys Electronic Tech I		EOS	N	\$30.094849	\$37.921580	\$5,216.44	\$6,573.07	\$62,597.29	\$78,876.89
00268	Digital Sys Electronic Tech II		EOS	N	\$32.805986	\$41.347417	\$5,686.37	\$7,166.89	\$68,236.45	\$86,002.63
01653	Director Airports	Y	MMA	P	\$5,385.618080	\$7,540.605040	\$11,668.84	\$16,337.98	\$140,026.07	\$196,055.73
01516	Director Animal Services	Y	MB2	P	\$5,796.013200	\$7,726.786000	\$12,558.03	\$16,741.37	\$150,696.34	\$200,896.44
00186	Director Area Agency on Aging	Y	MMA	P	\$4,630.099040	\$6,482.774080	\$10,031.88	\$14,046.01	\$120,382.58	\$168,552.13
01645	Director Behavioral Health	Y	MB2	P	\$6,280.441120	\$8,792.617760	\$13,607.62	\$19,050.67	\$163,291.47	\$228,608.06
00021	Director Dept Child Sppt Svcs	Y	MMA	P	\$6,677.301600	\$9,349.138160	\$14,467.49	\$20,256.47	\$173,609.84	\$243,077.59
00412	Director Engineer Services	Y	MB2	P	\$5,548.567280	\$7,767.994560	\$12,021.90	\$16,830.65	\$144,262.75	\$201,967.86
00764	Director General Services Agy	Y	MMA	P	\$5,982.913840	\$8,376.900960	\$12,962.98	\$18,149.95	\$155,555.76	\$217,799.42
01670	Director Harbor	Y	MMA	P	\$5,856.164080	\$8,199.433440	\$12,688.36	\$17,765.44	\$152,260.27	\$213,185.27
01667	Director Harbor Plng & Rdvlpmt	Y	MB2	P	\$4,759.056240	\$6,662.678640	\$10,311.29	\$14,435.80	\$123,735.46	\$173,229.64
00994	Director Health Care Agency	Y	MMA	P	\$11,056.413760	\$15,478.979280	\$23,955.56	\$33,537.79	\$287,466.76	\$402,453.46
01903	Director Human Services Agency	Y	MMA	P	\$6,788.241600	\$9,504.470080	\$14,707.86	\$20,593.02	\$176,494.28	\$247,116.22
01029	Director Laboratory Services		MB3	P	\$4,700.024160	\$6,580.033520	\$10,183.39	\$14,256.74	\$122,200.63	\$171,080.87
00590	Director Library Services	Y	MMA	P	\$6,904.153840	\$7,816.780640	\$14,959.00	\$16,936.36	\$179,508.00	\$203,236.30
00411	Director PWA Central Services	Y	MB2	P	\$5,463.382800	\$7,649.486240	\$11,837.33	\$16,573.89	\$142,047.95	\$198,886.64
00741	Director Pharmacy Services		MB3	P	\$7,593.368240	\$9,539.385280	\$16,452.30	\$20,668.67	\$197,427.57	\$248,024.02
00814	Director Probation Agency	Y	MMA	P	\$6,327.469600	\$8,859.325920	\$13,709.52	\$19,195.21	\$164,514.21	\$230,342.47
01557	Director Public Health	Y	MB2	P	\$5,558.622960	\$7,782.072480	\$12,043.68	\$16,861.16	\$144,524.20	\$202,333.88
00082	Director Public Health Nursing		MB3	P	\$4,395.518080	\$6,153.725360	\$9,523.62	\$13,333.07	\$114,283.47	\$159,996.86
00625	Director Public Works	Y	MMA	P	\$6,990.682320	\$9,787.914640	\$15,146.48	\$21,207.15	\$181,757.74	\$254,485.78
00574	Director Resource Mgmt Agency	Y	MMA	P	\$6,316.296880	\$8,843.682720	\$13,685.31	\$19,161.31	\$164,223.72	\$229,935.75
00409	Director Transportation	Y	MB2	P	\$5,548.567280	\$7,768.756160	\$12,021.90	\$16,832.31	\$144,262.75	\$201,987.66
00408	Director Water & Sanitation	Y	MB2	P	\$5,548.567280	\$7,768.755760	\$12,021.90	\$16,832.30	\$144,262.75	\$201,987.65
00410	Director Watershed Management	Y	MB2	P	\$5,548.567280	\$7,767.994560	\$12,021.90	\$16,830.65	\$144,262.75	\$201,967.86
00210	Director of Patient Accounting		MB3	P	\$5,278.461280	\$7,389.823680	\$11,436.67	\$16,011.28	\$137,239.99	\$192,135.42
00640	District Attorney	Y	MME	P	\$11,295.689040	\$11,295.689040	\$24,473.99	\$24,473.99	\$293,687.92	\$293,687.92
00645	District Attorney Investgr I		DSD	N	\$41.654329	\$61.820880	\$7,220.08	\$10,715.62	\$86,641.00	\$128,587.43
00650	District Attorney Investgr II		DSD	N	\$50.203020	\$70.382948	\$8,701.86	\$12,199.71	\$104,422.28	\$146,396.53
00447	District Attorney Investgr III		DSD	N	\$52.676529	\$73.850854	\$9,130.60	\$12,800.81	\$109,567.18	\$153,609.78
00023	EMS Administrator		MB3	P	\$4,034.122480	\$5,647.771440	\$8,740.60	\$12,236.84	\$104,887.18	\$146,842.06
00326	Elections Precinct Coordinator		UPC	N	\$22.162108	\$31.026947	\$3,841.43	\$5,378.00	\$46,097.18	\$64,536.05
01259	Employment & Training Spec I		UPH	N	\$22.826636	\$29.117293	\$3,956.62	\$5,047.00	\$47,479.40	\$60,563.97
01260	Employment & Training Spec II		UPH	N	\$25.030712	\$31.925217	\$4,338.66	\$5,533.70	\$52,063.88	\$66,404.45
01636	Employment & Training Spec III		UPH	N	\$27.065534	\$34.298027	\$4,691.36	\$5,944.99	\$56,296.31	\$71,339.90
01637	Employment & Training Spec IV		UPH	N	\$29.145849	\$36.876696	\$5,051.95	\$6,391.96	\$60,623.37	\$76,703.53

JOB CODE	DESCRIPTION	AT UNION FLSA		BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
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00998	Energy Manager	MB4	P	\$3,685.266400	\$5,159.878960	\$7,984.74	\$11,179.74	\$95,816.93	\$134,156.85	
00693	Engineer I	VPE	P	\$2,219.269120	\$3,343.268720	\$4,808.42	\$7,243.75	\$57,701.00	\$86,924.99	
00694	Engineer II	VPE	P	\$2,637.236880	\$3,967.391040	\$5,714.01	\$8,596.01	\$68,568.16	\$103,152.17	
00695	Engineer III	VPE	P	\$2,881.307760	\$4,328.912160	\$6,242.83	\$9,379.31	\$74,914.00	\$112,551.72	
00696	Engineer IV	VPE	P	\$3,199.826160	\$4,794.748960	\$6,932.96	\$10,388.62	\$83,195.48	\$124,663.47	
00690	Engineering Aide	UPT	N	\$16.921203	\$23.859758	\$2,933.01	\$4,135.69	\$35,196.10	\$49,628.30	
00359	Engineering Manager I	MB3	P	\$3,619.050800	\$5,067.167840	\$7,841.28	\$10,978.86	\$94,095.32	\$131,746.36	
00360	Engineering Manager II	MB3	P	\$3,955.833280	\$5,538.709280	\$8,570.97	\$12,000.54	\$102,851.67	\$144,006.44	
00361	Engineering Manager III	MB3	P	\$4,381.671440	\$6,134.940960	\$9,493.62	\$13,292.37	\$113,923.46	\$159,508.46	
00699	Engineering Technician I	UPT	N	\$22.308595	\$31.155691	\$3,866.82	\$5,400.32	\$46,401.88	\$64,803.84	
00700	Engineering Technician II	UPT	N	\$23.909857	\$33.374947	\$4,144.38	\$5,784.99	\$49,732.50	\$69,419.89	
00701	Engineering Technician III	UPT	N	\$25.294402	\$35.572758	\$4,384.36	\$6,165.94	\$52,612.36	\$73,991.34	
00702	Engineering Technician IV	UPT	N	\$27.566866	\$38.650682	\$4,778.26	\$6,699.45	\$57,339.08	\$80,393.42	
00943	Environmental Health Spec I	UPH	N	\$24.693214	\$34.556541	\$4,280.16	\$5,989.80	\$51,361.89	\$71,877.61	
00944	Environmental Health Spec II	UPH	P	\$2,182.387280	\$3,046.877520	\$4,728.51	\$6,601.57	\$56,742.07	\$79,218.82	
00945	Environmental Health Spec III	UPH	P	\$2,421.678480	\$3,397.420080	\$5,246.97	\$7,361.08	\$62,963.64	\$88,332.92	
01181	Environmental Health Spec IV	UPH	P	\$2,609.934240	\$3,845.645760	\$5,654.86	\$8,332.23	\$67,858.29	\$99,986.79	
N0945	Environmental Hlth Spec III-NE	UPH	N	\$30.270981	\$42.467751	\$5,246.97	\$7,361.08	\$62,963.64	\$88,332.92	
00024	Environmental Res Analyst I	UPH	P	\$2,450.628800	\$3,421.612640	\$5,309.70	\$7,413.49	\$63,716.35	\$88,961.93	
00025	Environmental Res Analyst II	UPH	P	\$2,677.328960	\$3,757.237760	\$5,800.88	\$8,140.68	\$69,610.55	\$97,688.18	
00026	Environmental Res Analyst III	UPH	P	\$2,873.097680	\$4,034.247920	\$6,225.04	\$8,740.87	\$74,700.54	\$104,890.45	
05247	Environmental Restratrtn Coord	UPT	N	\$28.483421	\$39.950909	\$4,937.13	\$6,924.82	\$59,245.52	\$83,097.89	
01009	Equipment Operator I	EOS	N	\$23.803955	\$29.057828	\$4,126.02	\$5,036.69	\$49,512.23	\$60,440.28	
01010	Equipment Operator II	EOS	N	\$29.409943	\$30.883201	\$5,097.72	\$5,353.09	\$61,172.68	\$64,237.06	
01011	Equipment Operator III	EOS	N	\$30.695212	\$32.233398	\$5,320.50	\$5,587.12	\$63,846.04	\$67,045.47	
01012	Equipment Operator IV	EOS	N	\$32.162892	\$33.719323	\$5,574.90	\$5,844.68	\$66,898.82	\$70,136.19	
00189	Executive Assistant-CEO	MB4	N	\$2,606.474320	\$3,649.421840	\$5,647.36	\$7,907.08	\$67,768.33	\$94,884.97	
01599	Facility Operation Spec I	VPE	P	\$2,884.699200	\$4,127.667120	\$6,250.18	\$8,943.28	\$75,002.18	\$107,319.35	
01601	Facility Operation Spec II	VPE	P	\$3,202.652560	\$4,570.483040	\$6,939.08	\$9,902.71	\$83,268.97	\$118,832.56	
01602	Facility Project Manager	MB3	P	\$3,953.401600	\$5,535.304480	\$8,565.70	\$11,993.16	\$102,788.44	\$143,917.92	
01603	Facility Project Specialist	VPE	P	\$3,202.652640	\$4,570.483040	\$6,939.08	\$9,902.71	\$83,268.97	\$118,832.56	
00254	Family Svs Residential Wkr I	UWS	N	\$15.000000	\$16.608181	\$2,600.00	\$2,878.75	\$31,200.00	\$34,545.02	
00255	Family Svs Residential Wkr II	UWS	N	\$15.000000	\$20.571481	\$2,600.00	\$3,565.72	\$31,200.00	\$42,788.68	
00256	Family Svs Residential Wkr III	UWS	N	\$16.220224	\$22.641768	\$2,811.51	\$3,924.57	\$33,738.07	\$47,094.88	
00259	Farm Community Labor Rel Asst	UWS	N	\$19.565470	\$27.488028	\$3,391.35	\$4,764.59	\$40,696.18	\$57,175.10	
00258	Farm Community Labor Rel Coord	UPH	P	\$2,143.098160	\$3,004.313200	\$4,643.38	\$6,509.35	\$55,720.55	\$78,112.14	
00921	Finance Analyst I	MB4	N	\$33.152730	\$45.336329	\$5,746.47	\$7,858.30	\$68,957.68	\$94,299.56	
00922	Finance Analyst II	MB4	P	\$2,946.909440	\$4,125.672800	\$6,384.97	\$8,938.96	\$76,619.65	\$107,267.49	
00744	Finish Carpenter	EOS	N	\$31.453877	\$32.981501	\$5,452.01	\$5,716.79	\$65,424.06	\$68,601.52	
00926	Fire Battalion Chief	MT3	P	\$4,688.574720	\$6,564.648400	\$10,158.58	\$14,223.40	\$121,902.94	\$170,680.86	
00750	Fire Captain	FFF	N	\$4,252.924960	\$5,128.237600	\$9,214.67	\$11,111.18	\$110,576.05	\$133,334.18	
00891	Fire Communications Manager	MB3	P	\$4,040.542800	\$5,656.760080	\$8,754.51	\$12,256.31	\$105,054.11	\$147,075.76	
00324	Fire Control Worker	FCW	N	\$18.751266	\$25.084971	\$3,250.22	\$4,348.06	\$39,002.63	\$52,176.74	

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00369	Fire Crew Supervisor	FFF	N		\$47.595148	\$63.247317	\$8,249.83	\$10,962.87	\$98,997.91	\$131,554.42
00370	Fire Division Chief	MT3	P		\$5,239.204320	\$7,056.944560	\$11,351.61	\$15,290.05	\$136,219.31	\$183,480.56
00760	Fire Engineer	FFF	N		\$3,650.956320	\$4,402.051120	\$7,910.41	\$9,537.78	\$94,924.86	\$114,453.33
01806	Fire Equipment Mechanic I	EOS	N		\$26.653622	\$29.125637	\$4,619.96	\$5,048.44	\$55,439.53	\$60,581.32
01807	Fire Equipment Mechanic II	EOS	N		\$35.025779	\$36.711359	\$6,071.14	\$6,363.30	\$72,853.62	\$76,359.63
00765	Fire Equipment Operator	FFF	N		\$46.513296	\$61.807676	\$8,062.31	\$10,713.33	\$96,747.66	\$128,559.97
00347	Fire GIS Technician	UPT	N		\$24.936091	\$35.006911	\$4,322.26	\$6,067.86	\$51,867.07	\$72,814.37
00996	Fire Info Systems Manager	MB3	P		\$4,375.796800	\$6,126.716480	\$9,480.89	\$13,274.55	\$113,770.72	\$159,294.63
01572	Fire Inspector I	FGF	N		\$29.809050	\$41.757024	\$5,166.90	\$7,237.88	\$62,002.82	\$86,854.61
01570	Fire Inspector II	FGF	N		\$31.267946	\$43.851881	\$5,419.78	\$7,600.99	\$65,037.33	\$91,211.91
01048	Fire Investigator Specialist	FFF	N		\$4,372.967440	\$5,272.801120	\$9,474.76	\$11,424.40	\$113,697.15	\$137,092.83
01782	Fire Prevention Officer NS	FGF	N		\$44.809522	\$59.504417	\$7,766.98	\$10,314.10	\$93,203.81	\$123,769.19
00898	Fire Systems Engineer	FGF	N		\$45.045751	\$62.692561	\$7,807.93	\$10,866.71	\$93,695.16	\$130,400.53
01778	Fire/Sheriffs Pilot	DSS	N		\$50.981603	\$71.471889	\$8,836.81	\$12,388.46	\$106,041.73	\$148,661.53
00770	Firefighter	FFF	N		\$2,913.774560	\$3,878.482720	\$6,313.18	\$8,403.38	\$75,758.14	\$100,840.55
00779	Firefighter Trainee	FFF	N		\$2,639.447600	\$3,028.303360	\$5,718.80	\$6,561.32	\$68,625.64	\$78,735.89
01293	Fiscal Assistant IV	UPC	N		\$18.427700	\$25.798461	\$3,194.13	\$4,471.73	\$38,329.62	\$53,660.80
02087	Fiscal Specialist I	UPT	N		\$24.257249	\$31.052340	\$4,204.59	\$5,382.41	\$50,455.08	\$64,588.87
02086	Fiscal Specialist II	UPT	N		\$27.353274	\$35.015581	\$4,741.23	\$6,069.37	\$56,894.81	\$72,832.41
02085	Fiscal Specialist III	UPT	N		\$29.376695	\$37.605825	\$5,091.96	\$6,518.34	\$61,103.53	\$78,220.12
01295	Fiscal Technician I	UPT	N		\$20.291432	\$28.417408	\$3,517.18	\$4,925.68	\$42,206.18	\$59,108.21
01296	Fiscal Technician II	UPT	N		\$21.802872	\$30.520531	\$3,779.16	\$5,290.23	\$45,349.97	\$63,482.70
00134	Fleet Customer Service Sprvsr	VPE	P		\$2,807.687600	\$4,017.472320	\$6,083.32	\$8,704.52	\$72,999.88	\$104,454.28
01126	Fleet Operations Manager	MB3	P		\$3,627.669760	\$5,078.737440	\$7,859.95	\$11,003.93	\$94,319.41	\$132,047.17
00133	Fleet Operations Supervisor	VPE	P		\$2,807.687600	\$4,017.472320	\$6,083.32	\$8,704.52	\$72,999.88	\$104,454.28
00793	Food Services Assistant I	UPI	N		\$15.000000	\$15.000000	\$2,600.00	\$2,600.00	\$31,200.00	\$31,200.00
00794	Food Services Assistant II	UPI	N		\$15.000000	\$18.028485	\$2,600.00	\$3,124.94	\$31,200.00	\$37,499.25
00795	Food Services Assistant III	UPI	N		\$15.277431	\$18.937344	\$2,648.09	\$3,282.47	\$31,777.06	\$39,389.68
00799	Food Services Shift Supervisor	UPI	N		\$16.922661	\$23.554628	\$2,933.26	\$4,082.80	\$35,199.13	\$48,993.63
00348	Forensic Accountant	UPH	P		\$3,544.091360	\$4,682.079120	\$7,678.86	\$10,144.50	\$92,146.38	\$121,734.06
01949	Forensic Lab Technician	UPJ	N		\$19.458926	\$27.390314	\$3,372.88	\$4,747.65	\$40,474.57	\$56,971.85
01781	Forensic Pathology Technician	UPT	N		\$22.461750	\$28.670326	\$3,893.37	\$4,969.52	\$46,720.44	\$59,634.28
01951	Forensic Scientist I	UPH	N		\$31.029559	\$43.410807	\$5,378.46	\$7,524.54	\$64,541.48	\$90,294.48
01952	Forensic Scientist II	UPH	N		\$38.275191	\$53.643420	\$6,634.37	\$9,298.19	\$79,612.40	\$111,578.31
01953	Forensic Scientist III	UPH	N		\$41.404647	\$58.086138	\$7,176.81	\$10,068.26	\$86,121.67	\$120,819.17
01950	Forensic Scientist Trainee	UPH	N		\$23.951501	\$33.501531	\$4,151.59	\$5,806.93	\$49,819.12	\$69,683.18
02031	GIS Analyst	VPE	N		\$36.179730	\$48.051429	\$6,271.15	\$8,328.91	\$75,253.84	\$99,946.97
02032	GIS Analyst/Programmer	UPH	N		\$40.591908	\$56.828672	\$7,035.93	\$9,850.30	\$84,431.17	\$118,203.64
02036	GIS Specialist I	UPT	N		\$22.214412	\$31.102975	\$3,850.50	\$5,391.18	\$46,205.98	\$64,694.19
02037	GIS Specialist II	UPT	N		\$24.435852	\$34.213543	\$4,235.55	\$5,930.35	\$50,826.57	\$71,164.17
02034	GIS Technician I	UPT	N		\$22.214412	\$31.100173	\$3,850.50	\$5,390.70	\$46,205.98	\$64,688.36
02035	GIS Technician II	UPT	N		\$24.435852	\$34.213543	\$4,235.55	\$5,930.35	\$50,826.57	\$71,164.17
00849	GSA Custodian Supervisor	UPJ	N		\$16.524965	\$23.027605	\$2,864.33	\$3,991.45	\$34,371.93	\$47,897.42

JOB CODE	DESCRIPTION	AT UNION FLSA		BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====										
00851	GSA Maintenance Trainee	UPI	N	\$15.127762	\$15.127762	\$2,622.15	\$2,622.15	\$31,465.74	\$31,465.74	
00852	GSA Maintenance Wkr I	UPI	N	\$16.336105	\$22.838588	\$2,831.59	\$3,958.69	\$33,979.10	\$47,504.26	
00853	GSA Maintenance Wkr II	UPI	N	\$18.031076	\$24.207368	\$3,125.39	\$4,195.94	\$37,504.64	\$50,351.33	
00860	GSA Maintenance Wkr III	UPI	N	\$19.200201	\$27.088831	\$3,328.03	\$4,695.40	\$39,936.42	\$56,344.77	
00801	Garage Attendant	UPI	N	\$15.000000	\$20.245428	\$2,600.00	\$3,509.21	\$31,200.00	\$42,110.49	
00982	General Counsel-Retirement	MV2	P	\$8,670.730800	\$10,645.384640	\$18,786.58	\$23,065.00	\$225,439.00	\$276,780.00	
00154	Graphics Technician I	EOS	N	\$18.043058	\$21.604987	\$3,127.46	\$3,744.86	\$37,529.56	\$44,938.37	
00153	Graphics Technician II	EOS	N	\$23.971223	\$28.252392	\$4,155.01	\$4,897.08	\$49,860.14	\$58,764.98	
00152	Graphics Technician III	EOS	N	\$27.197949	\$29.875048	\$4,714.31	\$5,178.34	\$56,571.73	\$62,140.10	
00151	Graphics Technician IV	EOS	N	\$28.512498	\$31.213929	\$4,942.17	\$5,410.41	\$59,306.00	\$64,924.97	
01776	HCA Administrative Manager I	MB3	P	\$4,035.515040	\$5,649.721200	\$8,743.62	\$12,241.06	\$104,923.39	\$146,892.75	
01777	HCA Administrative Manager II	MB3	P	\$4,451.992000	\$6,232.788480	\$9,645.98	\$13,504.38	\$115,751.79	\$162,052.50	
00940	HCA Facilities Manager	MB3	P	\$3,567.130320	\$4,994.471920	\$7,728.78	\$10,821.36	\$92,745.39	\$129,856.27	
01521	HCA Housekeeper I	UPI	N	\$15.990972	\$22.307416	\$2,771.77	\$3,866.62	\$33,261.22	\$46,399.43	
01524	HCA Housekeeper II	UPI	N	\$17.008313	\$23.958255	\$2,948.11	\$4,152.76	\$35,377.29	\$49,833.17	
01096	HCA Materials Manager	MB4	P	\$3,166.390560	\$4,433.381360	\$6,860.51	\$9,605.66	\$82,326.15	\$115,267.92	
00855	HCA Training/Education Asst	UPJ	N	\$21.840897	\$30.562614	\$3,785.76	\$5,297.52	\$45,429.07	\$63,570.24	
00071	HS Administrative Spec I	MB4	P	\$2,579.166240	\$3,439.225040	\$5,588.19	\$7,451.65	\$67,058.32	\$89,419.85	
00072	HS Administrative Spec II	MB4	P	\$2,843.610720	\$3,791.853120	\$6,161.16	\$8,215.68	\$73,933.88	\$98,588.18	
00046	HS Adult Prot Svcs Soc Wkr I	UWS	N	\$25.404200	\$33.872270	\$4,403.39	\$5,871.19	\$52,840.74	\$70,454.32	
00047	HS Adult Prot Svcs Soc Wkr II	UWS	N	\$27.500333	\$36.667115	\$4,766.72	\$6,355.63	\$57,200.69	\$76,267.60	
00048	HS Adult Prot Svcs Soc Wkr III	UWS	N	\$29.445871	\$39.265011	\$5,103.95	\$6,805.94	\$61,247.41	\$81,671.22	
00049	HS Adult Prot Svcs Soc Wkr IV	UWS	N	\$31.648998	\$42.202799	\$5,485.83	\$7,315.15	\$65,829.92	\$87,781.82	
00050	HS Adult Prot Svcs Supervisor	UPJ	N	\$44.584903	\$45.626231	\$7,728.05	\$7,908.55	\$92,736.60	\$94,902.56	
00077	HS Case Aide I	UPC	N	\$17.197015	\$22.931611	\$2,980.82	\$3,974.81	\$35,769.79	\$47,697.75	
00078	HS Case Aide II	UPC	N	\$18.888359	\$25.186949	\$3,273.98	\$4,365.74	\$39,287.79	\$52,388.85	
00141	HS Child Welfare Soc Wrkr I	UWS	N	\$25.972146	\$34.632918	\$4,501.84	\$6,003.04	\$54,022.06	\$72,036.47	
00142	HS Child Welfare Soc Wrkr II	UWS	N	\$28.115138	\$37.486850	\$4,873.29	\$6,497.72	\$58,479.49	\$77,972.65	
00143	HS Child Welfare Soc Wrkr III	UWS	N	\$30.104168	\$40.142827	\$5,218.06	\$6,958.09	\$62,616.67	\$83,497.08	
00144	HS Child Welfare Soc Wrkr IV	UWS	N	\$32.337652	\$43.121104	\$5,605.19	\$7,474.32	\$67,262.32	\$89,691.90	
00145	HS Child Welfare Supervisor	UPJ	N	\$47.648166	\$48.761040	\$8,259.02	\$8,451.91	\$99,108.19	\$101,422.96	
00032	HS Client Benefit Spec I	UPH	N	\$22.252996	\$23.426501	\$3,857.19	\$4,060.59	\$46,286.23	\$48,727.12	
00035	HS Client Benefit Spec II	UPH	N	\$24.595416	\$25.762282	\$4,263.21	\$4,465.46	\$51,158.47	\$53,585.55	
00036	HS Client Benefit Spec III	UPH	N	\$25.759758	\$28.280724	\$4,465.02	\$4,901.99	\$53,580.30	\$58,823.91	
00037	HS Client Benefit Spec IV	UPH	N	\$26.960193	\$29.694756	\$4,673.10	\$5,147.09	\$56,077.20	\$61,765.09	
00041	HS Client Benefit Spec Trainee	UPH	N	\$19.028692	\$19.028692	\$3,298.31	\$3,298.31	\$39,579.68	\$39,579.68	
00015	HS Client Benefit Supervisor	UPJ	P	\$2,550.767760	\$2,888.514480	\$5,526.66	\$6,258.45	\$66,319.96	\$75,101.38	
00019	HS Client Benefit Supervisr-TC	MB4	P	\$2,601.528480	\$2,945.995840	\$5,636.65	\$6,382.99	\$67,639.74	\$76,595.89	
00056	HS Employment Services Sprvsr	UPJ	P	\$3,088.129200	\$3,160.255600	\$6,690.95	\$6,847.22	\$80,291.36	\$82,166.65	
00295	HS Employment Specialist I	UWS	N	\$19.319819	\$25.762282	\$3,348.77	\$4,465.46	\$40,185.22	\$53,585.55	
00296	HS Employment Specialist II	UWS	N	\$21.208458	\$28.274132	\$3,676.13	\$4,900.85	\$44,113.59	\$58,810.19	
00297	HS Employment Specialist III	UWS	N	\$25.470710	\$33.964277	\$4,414.92	\$5,887.14	\$52,979.08	\$70,645.70	
00298	HS Employment Specialist IV	UWS	N	\$27.385704	\$36.517854	\$4,746.86	\$6,329.76	\$56,962.26	\$75,957.14	

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00044	HS Facilities Administrator		MB4	P	\$3,038.388400	\$4,051.184240	\$6,583.17	\$8,777.57	\$78,998.10	\$105,330.79
00116	HS Homeless Services Supervisor		UPJ	N	\$41.094587	\$42.015569	\$7,123.06	\$7,282.70	\$85,476.74	\$87,392.38
00112	HS Homeless Svcs Soc Wkr I		UWS	N	\$21.418962	\$28.558623	\$3,712.62	\$4,950.16	\$44,551.44	\$59,401.94
00113	HS Homeless Svcs Soc Wkr II		UWS	N	\$25.296749	\$33.732311	\$4,384.77	\$5,846.93	\$52,617.24	\$70,163.21
00114	HS Homeless Svcs Soc Wkr III		UWS	N	\$27.228054	\$36.307632	\$4,719.53	\$6,293.32	\$56,634.35	\$75,519.87
00115	HS Homeless Svcs Soc Wkr IV		UWS	N	\$29.154330	\$38.872436	\$5,053.42	\$6,737.89	\$60,641.01	\$80,854.67
00246	HS IHSS Social Worker I		UWS	N	\$19.511579	\$26.017988	\$3,382.01	\$4,509.78	\$40,584.08	\$54,117.42
00247	HS IHSS Social Worker II		UWS	N	\$21.835824	\$29.117293	\$3,784.88	\$5,047.00	\$45,418.51	\$60,563.97
00248	HS IHSS Social Worker III		UWS	N	\$23.379906	\$31.176267	\$4,052.52	\$5,403.89	\$48,630.20	\$64,846.64
00249	HS IHSS Social Worker IV		UWS	N	\$26.213477	\$34.954737	\$4,543.67	\$6,058.82	\$54,524.03	\$72,705.85
01724	HS IHSS Social Worker Z		UWS	N	\$24.671638	\$36.307632	\$4,276.42	\$6,293.32	\$51,317.01	\$75,519.87
00250	HS IHSS Supervisor		UPJ	N	\$37.572646	\$38.450199	\$6,512.59	\$6,664.70	\$78,151.10	\$79,976.41
01525	HS Program Aide		UPH	N	\$18.587712	\$26.038627	\$3,221.87	\$4,513.36	\$38,662.44	\$54,160.34
00086	HS Program Analyst I		MB4	P	\$2,770.159200	\$3,693.545440	\$6,002.01	\$8,002.68	\$72,024.14	\$96,032.18
00087	HS Program Analyst II		MB4	P	\$3,042.397520	\$4,056.843200	\$6,591.86	\$8,789.83	\$79,102.34	\$105,477.92
01526	HS Program Assistant I		UPH	N	\$23.071557	\$32.279622	\$3,999.07	\$5,595.13	\$47,988.84	\$67,141.61
01527	HS Program Assistant II		UPH	N	\$25.364906	\$35.574674	\$4,396.58	\$6,166.28	\$52,759.00	\$73,995.32
01528	HS Program Assistant III		MB4	P	\$2,247.932400	\$3,147.105040	\$4,870.52	\$6,818.73	\$58,446.24	\$81,824.73
00176	HS Program Coordinator I		MB4	P	\$2,579.166240	\$3,439.225040	\$5,588.19	\$7,451.65	\$67,058.32	\$89,419.85
00177	HS Program Coordinator II		MB4	P	\$2,843.610640	\$3,791.853120	\$6,161.16	\$8,215.68	\$73,933.88	\$98,588.18
00178	HS Program Coordinator III		MB4	P	\$3,121.867840	\$4,162.898240	\$6,764.05	\$9,019.61	\$81,168.56	\$108,235.35
00101	HS Program Manager I		MB4	P	\$3,745.583120	\$4,682.437920	\$8,115.43	\$10,145.28	\$97,385.16	\$121,743.39
00102	HS Program Manager II		MB4	P	\$4,789.601440	\$4,912.695280	\$10,377.47	\$10,644.17	\$124,529.64	\$127,730.08
00010	HS Public Authority Adminstrtr	Y	MB2	P	\$3,682.248640	\$4,909.665440	\$7,978.21	\$10,637.61	\$95,738.46	\$127,651.30
00084	HS Senior Program Coordinator		MB4	P	\$3,428.160320	\$4,571.329360	\$7,427.68	\$9,904.55	\$89,132.17	\$118,854.56
00092	HS Support Services Manager		MB4	P	\$2,388.213520	\$3,184.596560	\$5,174.46	\$6,899.96	\$62,093.55	\$82,799.51
00117	HS Veterans Claims Officer I		UPT	N	\$19.840750	\$26.454328	\$3,439.06	\$4,585.42	\$41,268.76	\$55,025.00
00118	HS Veterans Claims Officer II		UPT	N	\$22.081945	\$29.445834	\$3,827.54	\$5,103.94	\$45,930.45	\$61,247.33
00095	HS Veterans Services Officer		MB4	P	\$3,508.996560	\$4,912.594960	\$7,602.83	\$10,643.96	\$91,233.91	\$127,727.47
01616	HSA - Manager Info Technology		MB3	P	\$4,549.633520	\$6,370.111520	\$9,857.54	\$13,801.91	\$118,290.47	\$165,622.90
00098	HSA Administrative Manager		MB4	P	\$4,226.539360	\$4,682.437840	\$9,157.50	\$10,145.28	\$109,890.02	\$121,743.38
00104	HSA Administrative Spec III		MB4	P	\$3,121.867760	\$4,162.898240	\$6,764.05	\$9,019.61	\$81,168.56	\$108,235.35
00106	HSA Policy Analyst		MB4	P	\$3,333.581280	\$4,445.210480	\$7,222.76	\$9,631.29	\$86,673.11	\$115,575.47
00127	HSA Senior Administrative Mgr		MB3	P	\$5,434.946800	\$5,832.104640	\$11,775.72	\$12,636.23	\$141,308.62	\$151,634.72
00137	HSA Senior Administrative Spec		MB3	P	\$3,347.498640	\$4,463.769760	\$7,252.91	\$9,671.50	\$87,034.96	\$116,058.01
00139	HSA Senior Policy Analyst		MB3	P	\$3,755.995280	\$5,008.485600	\$8,137.99	\$10,851.72	\$97,655.88	\$130,220.63
00147	HSA Senior Program Manager		MB3	P	\$5,434.946640	\$5,832.104720	\$11,775.72	\$12,636.23	\$141,308.61	\$151,634.72
00878	Harbor Lease Manager		MB3	P	\$3,893.595760	\$5,451.033760	\$8,436.12	\$11,810.57	\$101,233.49	\$141,726.88
02027	Harbor Patrol Captain		MB4	P	\$3,238.082320	\$3,944.945040	\$7,015.85	\$8,547.38	\$84,190.14	\$102,568.57
00875	Harbor Patrol Officer I		PVT	N	\$27.346357	\$35.419711	\$4,740.04	\$6,139.42	\$56,880.42	\$73,673.00
00876	Harbor Patrol Officer II		PVT	N	\$28.853783	\$38.660936	\$5,001.32	\$6,701.23	\$60,015.87	\$80,414.75
01783	Harbor Patrol Officer III		PVT	N	\$30.441737	\$43.296451	\$5,276.57	\$7,504.72	\$63,318.81	\$90,056.62
01734	Harbor Patrol Officer Trainee		PVT	N	\$26.041314	\$26.041314	\$4,513.83	\$4,513.83	\$54,165.93	\$54,165.93

JOB CODE	DESCRIPTION	AT WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
=====										
01733	Harbormaster		MB4	P	\$3,702.268480	\$5,094.732240	\$8,021.58	\$11,038.59	\$96,258.98	\$132,463.04
01377	Hazardous Materials Specialist		FFF	N	\$53.161571	\$64.102979	\$9,214.67	\$11,111.18	\$110,576.07	\$133,334.20
00857	Health Education Assistant I		UPT	N	\$17.743521	\$24.818932	\$3,075.54	\$4,301.95	\$36,906.52	\$51,623.38
00858	Health Education Assistant II		UPT	N	\$20.242689	\$28.428443	\$3,508.73	\$4,927.60	\$42,104.79	\$59,131.16
00859	Health Educator		UPH	P	\$2,087.322560	\$2,851.569760	\$4,522.53	\$6,178.40	\$54,270.39	\$74,140.81
00861	Health Technician I		UPT	N	\$15.000000	\$18.122290	\$2,600.00	\$3,141.20	\$31,200.00	\$37,694.36
00862	Health Technician II		UPT	N	\$15.000000	\$20.833154	\$2,600.00	\$3,611.08	\$31,200.00	\$43,332.96
00863	Health Technician III		UPT	N	\$16.457429	\$22.963615	\$2,852.62	\$3,980.36	\$34,231.45	\$47,764.32
00868	Heavy Equip Mechanic I		EOS	N	\$26.048070	\$28.463625	\$4,515.00	\$4,933.70	\$54,179.99	\$59,204.34
00865	Heavy Equip Mechanic II		EOS	N	\$34.391198	\$36.046598	\$5,961.14	\$6,248.08	\$71,533.69	\$74,976.92
00869	Heavy Equip Service Wkr		UPI	N	\$18.625425	\$23.682809	\$3,228.41	\$4,105.02	\$38,740.88	\$49,260.24
00871	Heavy Equip Service Wkr Trne		UPI	N	\$16.612674	\$21.184288	\$2,879.53	\$3,671.94	\$34,554.36	\$44,063.32
01964	Helicopter Maint Technician		EOS	N	\$43.256932	\$47.635293	\$7,497.87	\$8,256.78	\$89,974.42	\$99,081.41
00311	Histologist		UPT	N	\$22.076074	\$30.847002	\$3,826.52	\$5,346.81	\$45,918.23	\$64,161.76
00075	Hospital Administrator	Y	MB2	P	\$8,217.604800	\$11,504.646720	\$17,804.81	\$24,926.73	\$213,657.72	\$299,120.81
00987	Hospital Central Svcs Suprvsr		UPJ	N	\$23.910761	\$33.195361	\$4,144.53	\$5,753.86	\$49,734.38	\$69,046.35
01016	Hospital Maintenance Engineer		EOS	N	\$29.229143	\$30.687879	\$5,066.38	\$5,319.23	\$60,796.62	\$63,830.79
01370	Hospital Nurse Manager		MB3	P	\$4,427.387520	\$6,198.950480	\$9,592.67	\$13,431.06	\$115,112.08	\$161,172.71
02172	Hospital Nurse Manager I		MB3	P	\$4,366.994640	\$6,113.792320	\$9,461.82	\$13,246.55	\$113,541.86	\$158,958.60
02171	Hospital Nurse Manager II		MB3	P	\$4,694.518880	\$6,572.326560	\$10,171.46	\$14,240.04	\$122,057.49	\$170,880.49
00666	Hospital Technician I		UPT	N	\$15.000000	\$18.549212	\$2,600.00	\$3,215.20	\$31,200.00	\$38,582.36
00906	Hydrologist I		VPE	P	\$2,224.483680	\$3,110.688880	\$4,819.71	\$6,739.83	\$57,836.58	\$80,877.91
00907	Hydrologist II		VPE	P	\$2,642.667280	\$3,705.833840	\$5,725.78	\$8,029.31	\$68,709.35	\$96,351.68
00908	Hydrologist III		VPE	P	\$2,886.396000	\$4,049.856480	\$6,253.86	\$8,774.69	\$75,046.30	\$105,296.27
00909	Hydrologist IV		VPE	P	\$3,204.537600	\$4,493.123760	\$6,943.16	\$9,735.10	\$83,317.98	\$116,821.22
00198	Imaging Specialist I		UPT	N	\$17.199370	\$24.070330	\$2,981.22	\$4,172.19	\$35,774.69	\$50,066.29
00199	Imaging Specialist II		UPT	N	\$18.766945	\$26.341114	\$3,252.94	\$4,565.79	\$39,035.25	\$54,789.52
01304	Info Processing Operator I		UPC	N	\$15.000000	\$20.498986	\$2,600.00	\$3,553.16	\$31,200.00	\$42,637.89
01305	Info Processing Operator II		UPC	N	\$16.547295	\$23.130111	\$2,868.20	\$4,009.22	\$34,418.37	\$48,110.63
01306	Info Processing Operator III		UPC	N	\$17.362118	\$24.280723	\$3,009.43	\$4,208.66	\$36,113.21	\$50,503.90
01307	Info Processing Operator IV		UPC	N	\$18.649989	\$26.097940	\$3,232.66	\$4,523.64	\$38,791.98	\$54,283.72
01415	Info Systems Prog Analyst		UPJ	N	\$30.377746	\$42.607111	\$5,265.48	\$7,385.23	\$63,185.71	\$88,622.79
02026	Info Systems Security Architct		MB3	P	\$3,868.930160	\$5,417.033280	\$8,382.68	\$11,736.91	\$100,592.18	\$140,842.87
01937	Info Systems Sppt Analyst		UPH	N	\$37.120064	\$49.300358	\$6,434.14	\$8,545.40	\$77,209.73	\$102,544.74
01865	Info Systems Sppt Analyst II		UPJ	N	\$40.330642	\$55.984310	\$6,990.64	\$9,703.95	\$83,887.74	\$116,447.36
00680	Information Systems Analyst		UPJ	N	\$37.120064	\$49.305190	\$6,434.14	\$8,546.23	\$77,209.73	\$102,554.80
00681	Information Systems Auditor		MB4	P	\$3,369.916480	\$4,717.882640	\$7,301.49	\$10,222.08	\$87,617.83	\$122,664.95
00573	Insect Detection Specialist I		UPT	N	\$15.000000	\$20.746849	\$2,600.00	\$3,596.12	\$31,200.00	\$43,153.45
00575	Insect Detection Specialist II		UPT	N	\$16.852527	\$22.565627	\$2,921.10	\$3,911.38	\$35,053.26	\$46,936.50
00931	Internal Auditor/Analyst I		UPH	N	\$28.704178	\$40.185847	\$4,975.39	\$6,965.55	\$59,704.69	\$83,586.56
00932	Internal Auditor/Analyst II		UPH	P	\$2,551.482160	\$3,572.075600	\$5,528.21	\$7,739.50	\$66,338.54	\$92,873.97
01942	Interpreter-Translator		UPC	N	\$42.302902	\$42.302902	\$7,332.50	\$7,332.50	\$87,990.04	\$87,990.04
01312	Inventory Management Asst I		UPC	N	\$15.000000	\$20.220831	\$2,600.00	\$3,504.94	\$31,200.00	\$42,059.33

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
01313	Inventory Management Asst II		UPC	N	\$15.928325	\$22.266621	\$2,760.91	\$3,859.55	\$33,130.92	\$46,314.57
01315	Inventory Management Asst III		UPC	N	\$17.114627	\$23.933064	\$2,966.54	\$4,148.40	\$35,598.42	\$49,780.77
00578	Investigative Assistant I		UPT	N	\$16.823341	\$23.635083	\$2,916.05	\$4,096.75	\$34,992.55	\$49,160.97
00579	Investigative Assistant II		UPT	N	\$18.814223	\$26.431122	\$3,261.13	\$4,581.39	\$39,133.58	\$54,976.73
01089	Investigative Assistant III		UPT	N	\$20.100839	\$28.299444	\$3,484.15	\$4,905.24	\$41,809.75	\$58,862.84
00914	Jail Cook		UPT	N	\$18.400502	\$27.095768	\$3,189.42	\$4,696.60	\$38,273.04	\$56,359.20
00915	LAFCO Analyst		MB3	P	\$3,323.246800	\$4,747.495520	\$7,200.37	\$10,286.24	\$86,404.42	\$123,434.88
01564	LAFCO Deputy Executive Officer	Y	MB2	P	\$4,154.058480	\$5,934.369440	\$9,000.46	\$12,857.80	\$108,005.52	\$154,293.61
00270	LAFCO Executive Officer	Y	MB2	P	\$5,538.744720	\$7,912.492720	\$12,000.61	\$17,143.73	\$144,007.36	\$205,724.81
00916	LAFCO Off Mgr/Clk of the Comm		MB3	N	\$35.223423	\$50.324100	\$6,105.39	\$8,722.84	\$73,264.72	\$104,674.13
00243	Labor Relations Manager		MB3	P	\$4,708.342160	\$6,592.270640	\$10,201.41	\$14,283.25	\$122,416.90	\$171,399.04
00371	Laboratory Assistant		UPT	N	\$16.295686	\$22.735700	\$2,824.59	\$3,940.85	\$33,895.03	\$47,290.26
01381	Laundry Assistant Supervisor		UPI	N	\$15.685014	\$21.088115	\$2,718.74	\$3,655.27	\$32,624.83	\$43,863.28
01045	Laundry Utility Worker		UPI	N	\$15.000000	\$19.680755	\$2,600.00	\$3,411.33	\$31,200.00	\$40,935.97
01054	Laundry Worker I		UPI	N	\$15.000000	\$15.000000	\$2,600.00	\$2,600.00	\$31,200.00	\$31,200.00
01055	Laundry Worker II		UPI	N	\$15.000000	\$17.953609	\$2,600.00	\$3,111.96	\$31,200.00	\$37,343.51
01060	Law Clerk		UPH	N	\$24.582080	\$34.365657	\$4,260.89	\$5,956.71	\$51,130.73	\$71,480.57
01374	Lead Airport Maintenance Wrkr		UPI	N	\$22.813579	\$31.939011	\$3,954.35	\$5,536.10	\$47,452.24	\$66,433.14
01485	Lead Psychologist		UPH	P	\$3,946.543360	\$5,130.506240	\$8,550.84	\$11,116.10	\$102,610.13	\$133,393.16
01318	Legal Management Asst I-C		MCC	N	\$21.674544	\$30.344361	\$3,756.92	\$5,259.69	\$45,083.05	\$63,116.27
01319	Legal Management Asst II-C		MCC	N	\$24.284964	\$33.998949	\$4,209.39	\$5,893.15	\$50,512.73	\$70,717.81
01340	Legal Management Asst III-C		MCC	N	\$27.205533	\$38.087746	\$4,715.63	\$6,601.88	\$56,587.51	\$79,222.51
01341	Legal Management Asst IV-C		MCC	N	\$30.470190	\$42.658263	\$5,281.50	\$7,394.10	\$63,378.00	\$88,729.19
01321	Legal Processing Assistant I		UPC	N	\$17.108338	\$23.908338	\$2,965.45	\$4,144.11	\$35,585.34	\$49,729.34
01322	Legal Processing Assistant II		UPC	N	\$18.834154	\$26.342158	\$3,264.59	\$4,565.97	\$39,175.04	\$54,791.69
01323	Legal Processing Assistant III		UPC	N	\$20.740614	\$29.020125	\$3,595.04	\$5,030.16	\$43,140.48	\$60,361.86
02028	Legislative Analyst		MB3	P	\$4,358.063040	\$6,101.288720	\$9,442.47	\$13,219.46	\$113,309.64	\$158,633.51
01773	Librarian		UPH	N	\$27.695907	\$38.752312	\$4,800.62	\$6,717.07	\$57,607.49	\$80,604.81
01772	Librarian Specialist		UPH	N	\$30.537332	\$42.741902	\$5,293.14	\$7,408.60	\$63,517.65	\$88,903.16
01078	Library Monitor		UPC	N	\$16.142345	\$21.979933	\$2,798.01	\$3,809.86	\$33,576.08	\$45,718.26
01080	Library Page		UPC	N	\$16.870603	\$16.872259	\$2,924.24	\$2,924.52	\$35,090.85	\$35,094.30
01324	Library Technician I		UPT	N	\$18.414807	\$25.734082	\$3,191.90	\$4,460.57	\$38,302.80	\$53,526.89
01326	Library Technician II		UPT	N	\$19.740576	\$27.606963	\$3,421.70	\$4,785.21	\$41,060.40	\$57,422.48
01327	Library Technician III		UPT	N	\$21.558088	\$30.180947	\$3,736.74	\$5,231.36	\$44,840.82	\$62,776.37
00825	Licensed Physical Therapy Asst		UPT	N	\$19.915670	\$30.712372	\$3,452.05	\$5,323.48	\$41,424.59	\$63,881.73
00212	Licensed Vocational Nurse		NCN	N	\$27.371283	\$29.399652	\$4,744.36	\$5,095.94	\$56,932.27	\$61,151.28
01071	Lifeguard I		UPT	N	\$21.768149	\$21.768149	\$3,773.15	\$3,773.15	\$45,277.75	\$45,277.75
01072	Lifeguard II		UPT	N	\$24.472689	\$24.472689	\$4,241.93	\$4,241.93	\$50,903.19	\$50,903.19
01092	Locksmith		EOS	N	\$31.478324	\$33.055476	\$5,456.24	\$5,729.62	\$65,474.91	\$68,755.39
01140	Maintenance Electrician		EOS	N	\$33.770385	\$35.462308	\$5,853.53	\$6,146.80	\$70,242.40	\$73,761.60
01014	Maintenance Engineer		EOS	N	\$29.225297	\$30.689498	\$5,065.72	\$5,319.51	\$60,788.62	\$63,834.16
01145	Maintenance Painter		EOS	N	\$30.597273	\$32.130317	\$5,303.53	\$5,569.25	\$63,642.33	\$66,831.06
01151	Maintenance Plumber		EOS	N	\$32.686557	\$34.323743	\$5,665.67	\$5,949.45	\$67,988.04	\$71,393.39

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00595	Maintenance Supervisor		UPJ	P	\$2,087.322560	\$2,775.720400	\$4,522.53	\$6,014.06	\$54,270.39	\$72,168.73
01155	Maintenance Welder		EOS	N	\$33.619843	\$35.304161	\$5,827.44	\$6,119.39	\$69,929.27	\$73,432.65
00601	Maintenance Worker I		UPI	N	\$16.332881	\$22.836320	\$2,831.03	\$3,958.30	\$33,972.39	\$47,499.55
00600	Maintenance Worker II		UPI	N	\$18.031076	\$24.207368	\$3,125.39	\$4,195.94	\$37,504.64	\$50,351.33
00599	Maintenance Worker III		UPI	N	\$19.318992	\$27.091485	\$3,348.63	\$4,695.86	\$40,183.50	\$56,350.29
00598	Maintenance Worker IV		UPI	N	\$20.686361	\$29.035467	\$3,585.64	\$5,032.81	\$43,027.63	\$60,393.77
01685	Management Analyst I		MB4	P	\$2,947.753120	\$4,126.854400	\$6,386.80	\$8,941.52	\$76,641.58	\$107,298.21
01687	Management Analyst II		MB3	P	\$3,888.091280	\$5,443.861200	\$8,424.20	\$11,795.03	\$101,090.37	\$141,540.39
01331	Management Assistant I		UPC	N	\$17.600867	\$24.613022	\$3,050.82	\$4,266.26	\$36,609.80	\$51,195.09
00527	Management Assistant I - Legal		UPC	N	\$21.033014	\$29.446221	\$3,645.72	\$5,104.01	\$43,748.67	\$61,248.14
01334	Management Assistant I-C		MCC	N	\$21.764995	\$30.470993	\$3,772.60	\$5,281.64	\$45,271.19	\$63,379.67
01332	Management Assistant II		UPC	N	\$19.843579	\$27.780665	\$3,439.55	\$4,815.32	\$41,274.64	\$57,783.78
00528	Management Assistant II -Legal		UPC	N	\$23.566168	\$32.992636	\$4,084.80	\$5,718.72	\$49,017.63	\$68,624.68
01336	Management Assistant II-C		MCC	N	\$24.342349	\$34.079288	\$4,219.34	\$5,907.08	\$50,632.09	\$70,884.92
01333	Management Assistant III		UPC	N	\$21.339152	\$29.863072	\$3,698.79	\$5,176.27	\$44,385.44	\$62,115.19
01337	Management Assistant III-C		MCC	N	\$26.095512	\$36.537302	\$4,523.22	\$6,333.13	\$54,278.66	\$75,997.59
00529	Management Assistant III-Legal		UPC	N	\$26.400297	\$36.960414	\$4,576.05	\$6,406.47	\$54,912.62	\$76,877.66
00530	Management Assistant IV -Legal		UPC	N	\$29.568323	\$41.395651	\$5,125.18	\$7,175.25	\$61,502.11	\$86,102.95
01338	Management Assistant IV-C		MCC	N	\$27.902488	\$39.067313	\$4,836.43	\$6,771.67	\$58,037.18	\$81,260.01
00817	Manager RMA Svcs I Planning		MB3	P	\$3,698.900880	\$5,178.461520	\$8,014.29	\$11,220.00	\$96,171.42	\$134,640.00
00946	Manager, Accounting I		MB3	P	\$3,376.412640	\$4,726.977920	\$7,315.56	\$10,241.79	\$87,786.73	\$122,901.43
00947	Manager, Accounting II		MB3	P	\$3,751.569520	\$5,252.197600	\$8,128.40	\$11,379.76	\$97,540.81	\$136,557.14
00959	Manager, Accounting-AuditorCon		MB3	P	\$3,939.148400	\$5,514.807840	\$8,534.82	\$11,948.75	\$102,417.86	\$143,385.00
00990	Manager, Accounting-Hospital		MB3	P	\$4,234.584560	\$5,928.418320	\$9,174.93	\$12,844.91	\$110,099.20	\$154,138.88
00957	Manager, Accounting-TreasTaxCo		MB3	P	\$3,751.569520	\$5,252.197600	\$8,128.40	\$11,379.76	\$97,540.81	\$136,557.14
00739	Manager-Ambulatory Nursing		MB4	P	\$4,681.397440	\$6,553.956720	\$10,143.03	\$14,200.24	\$121,716.33	\$170,402.87
01617	Manager-Application Developmnt		MB3	P	\$4,332.984000	\$6,066.772720	\$9,388.13	\$13,144.67	\$112,657.58	\$157,736.09
00727	Manager-Cardiopulmonary Svcs		MB4	P	\$4,332.358640	\$6,065.896880	\$9,386.78	\$13,142.78	\$112,641.32	\$157,713.32
00771	Manager-Facilities Maintenance		MB3	P	\$3,567.130320	\$4,994.471920	\$7,728.78	\$10,821.36	\$92,745.39	\$129,856.27
01810	Manager-Fire Prevention Svcs		MB3	P	\$4,315.870240	\$6,042.810640	\$9,351.05	\$13,092.76	\$112,212.63	\$157,113.08
00445	Manager-Heavy Equip & Flt Svcs		MB3	P	\$4,393.459120	\$4,931.709360	\$9,519.16	\$10,685.37	\$114,229.94	\$128,224.44
00489	Manager-Hospital Food Services		MB4	P	\$2,746.873920	\$3,846.000560	\$5,951.56	\$8,333.00	\$71,418.72	\$99,996.01
01008	Manager-ITSD Project		MB4	P	\$3,868.930160	\$5,417.033280	\$8,382.68	\$11,736.91	\$100,592.18	\$140,842.87
01256	Manager-Laboratory Services		MB4	P	\$3,832.391520	\$5,365.348000	\$8,303.51	\$11,624.92	\$99,642.18	\$139,499.05
00459	Manager-Materials		MB3	P	\$3,923.469360	\$5,493.395760	\$8,500.85	\$11,902.36	\$102,010.20	\$142,828.29
01190	Manager-Medical Records		MB4	P	\$3,744.624080	\$5,505.136480	\$8,113.35	\$11,927.80	\$97,360.23	\$143,133.55
00111	Manager-Network Operations		MB3	P	\$3,522.807840	\$4,932.414640	\$7,632.75	\$10,686.90	\$91,593.00	\$128,242.78
01634	Manager-Operations		MB4	P	\$3,423.802880	\$4,793.794320	\$7,418.24	\$10,386.55	\$89,018.87	\$124,638.65
01240	Manager-Patient Accounts		MB3	P	\$3,305.050480	\$4,627.070960	\$7,160.94	\$10,025.32	\$85,931.31	\$120,303.84
01635	Manager-Patient Services		MB4	P	\$4,090.220320	\$5,726.869840	\$8,862.14	\$12,408.22	\$106,345.73	\$148,898.62
00815	Manager-Probation Agency		MB3	P	\$3,915.682960	\$5,482.493520	\$8,483.98	\$11,878.74	\$101,807.76	\$142,544.83
01178	Manager-RMA Services I		MB3	P	\$3,507.117440	\$4,909.964640	\$7,598.75	\$10,638.26	\$91,185.05	\$127,659.08
01179	Manager-RMA Services II		MB3	P	\$3,849.008080	\$5,389.139600	\$8,339.52	\$11,676.47	\$100,074.21	\$140,117.63

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
01180	Manager-RMA ServicesII-Plnng		MB3	P	\$4,041.458560	\$5,658.596800	\$8,756.49	\$12,260.29	\$105,077.92	\$147,123.52
00726	Manager-Radiology Diagnostic		MB4	P	\$4,303.133760	\$6,024.977760	\$9,323.46	\$13,054.12	\$111,881.48	\$156,649.42
00486	Manager-Real Estate Services		MB3	P	\$3,778.570160	\$5,289.998320	\$8,186.90	\$11,461.66	\$98,242.82	\$137,539.96
00730	Manager-Rehabilitation Svcs		MB4	P	\$4,730.720720	\$6,623.658560	\$10,249.89	\$14,351.26	\$122,998.74	\$172,215.12
00999	Manager-Sheriff Info Systems		MB3	P	\$4,375.796800	\$6,126.115920	\$9,480.89	\$13,273.25	\$113,770.72	\$159,279.01
00955	Manager-Therapy Services		MB4	P	\$4,240.730560	\$5,937.604640	\$9,188.25	\$12,864.81	\$110,258.99	\$154,377.72
01700	Manager-Water & Sanitation		MB2	P	\$5,042.750160	\$7,059.850480	\$10,925.96	\$15,296.34	\$131,111.50	\$183,556.11
00225	Managing Attorney	Y	MB2	P	\$6,399.647840	\$8,960.385200	\$13,865.90	\$19,414.17	\$166,390.84	\$232,970.02
00954	Managing Veterinarian	Y	MB2	P	\$4,865.085360	\$6,811.119600	\$10,541.02	\$14,757.43	\$126,492.22	\$177,089.11
00711	Medical Assistant I		UPT	N	\$21.016484	\$29.423077	\$3,642.86	\$5,100.00	\$43,714.29	\$61,200.00
00715	Medical Assistant I-PDP		UPT	N	\$31.629807	\$31.629807	\$5,482.50	\$5,482.50	\$65,790.00	\$65,790.00
00712	Medical Assistant II		UPT	N	\$22.067307	\$30.894231	\$3,825.00	\$5,355.00	\$45,900.00	\$64,260.00
00716	Medical Assistant II-PDP		UPT	N	\$33.211298	\$33.211298	\$5,756.62	\$5,756.62	\$69,079.50	\$69,079.50
00713	Medical Assistant III		UPT	N	\$23.722356	\$33.211298	\$4,111.88	\$5,756.62	\$49,342.50	\$69,079.50
00838	Medical Billing Specialist I		UPC	N	\$18.207053	\$23.092336	\$3,155.89	\$4,002.67	\$37,870.67	\$48,032.06
00839	Medical Billing Specialist II		UPC	N	\$20.872627	\$26.479744	\$3,617.92	\$4,589.82	\$43,415.06	\$55,077.87
00840	Medical Billing Specialist III		UPC	N	\$22.106476	\$28.055837	\$3,831.79	\$4,863.01	\$45,981.47	\$58,356.14
00841	Medical Billing Specialist IV		UPC	N	\$24.533195	\$31.144735	\$4,252.42	\$5,398.42	\$51,029.05	\$64,781.05
00837	Medical Claims Auditor		UPJ	N	\$24.622250	\$35.006298	\$4,267.86	\$6,067.76	\$51,214.28	\$72,813.10
00834	Medical Claims Processor I		UPC	N	\$15.000000	\$19.879224	\$2,600.00	\$3,445.73	\$31,200.00	\$41,348.79
00835	Medical Claims Processor II		UPC	N	\$17.185610	\$25.780944	\$2,978.84	\$4,468.70	\$35,746.07	\$53,624.36
00836	Medical Claims Processor III		UPC	N	\$20.054964	\$30.077766	\$3,476.19	\$5,213.48	\$41,714.33	\$62,561.75
01185	Medical Director	Y	MB2	P	\$10,907.003040	\$15,269.804000	\$23,631.84	\$33,084.58	\$283,582.08	\$397,014.90
00400	Medical Director - Hospital	Y	MB2	P	\$10,010.536720	\$14,014.751520	\$21,689.50	\$30,365.29	\$260,273.95	\$364,383.54
00337	Medical Examiner Investgtr I		SIT	N	\$32.359916	\$44.716632	\$5,609.05	\$7,750.88	\$67,308.63	\$93,010.59
00338	Medical Examiner Investgtr II		SIT	N	\$33.774190	\$47.030117	\$5,854.19	\$8,151.89	\$70,250.32	\$97,822.64
00646	Medical Laboratory Technician		UPT	N	\$29.843407	\$41.801169	\$5,172.86	\$7,245.54	\$62,074.29	\$86,946.43
01328	Medical Office Assistant I		UPC	N	\$15.000000	\$19.893547	\$2,600.00	\$3,448.21	\$31,200.00	\$41,378.58
01329	Medical Office Assistant II		UPC	N	\$15.670244	\$21.913746	\$2,716.18	\$3,798.38	\$32,594.11	\$45,580.59
01330	Medical Office Assistant III		UPC	N	\$17.251705	\$24.124753	\$2,990.30	\$4,181.62	\$35,883.55	\$50,179.49
02110	Medical Office Assistant IV		UPC	N	\$17.534380	\$24.514149	\$3,039.29	\$4,249.12	\$36,471.51	\$50,989.43
02098	Medical Office Asst I-PDP		UPC	N	\$18.127774	\$18.127774	\$3,142.15	\$3,142.15	\$37,705.77	\$37,705.77
02099	Medical Office Asst II-PDP		UPC	N	\$19.422617	\$19.422617	\$3,366.59	\$3,366.59	\$40,399.04	\$40,399.04
02100	Medical Office Asst III-PDP		UPC	N	\$22.012298	\$22.012298	\$3,815.46	\$3,815.46	\$45,785.58	\$45,785.58
01205	Medical Social Svcs Supervisor		UPJ	N	\$28.307963	\$39.687753	\$4,906.71	\$6,879.21	\$58,880.56	\$82,550.53
01210	Medical Social Worker		UPH	N	\$20.281843	\$28.398749	\$3,515.52	\$4,922.45	\$42,186.23	\$59,069.40
01214	Mental Hlth Associate		UPT	N	\$21.064886	\$29.498063	\$3,651.25	\$5,113.00	\$43,814.96	\$61,355.97
01220	Microbiologist I		UPH	N	\$29.341222	\$41.038675	\$5,085.81	\$7,113.37	\$61,029.74	\$85,360.44
01668	Microbiologist II		UPH	N	\$31.416992	\$44.109566	\$5,445.61	\$7,645.66	\$65,347.34	\$91,747.90
01398	Microbiologist III		UPJ	N	\$33.340044	\$46.760459	\$5,778.94	\$8,105.15	\$69,347.29	\$97,261.75
00344	Neonatal Clinical Nurse Spclst		NCN	N	\$46.594134	\$49.065475	\$8,076.32	\$8,504.68	\$96,915.80	\$102,056.19
00208	Nuclear Medicine Technologist		UPT	N	\$49.308026	\$61.641074	\$8,546.72	\$10,684.45	\$102,560.69	\$128,213.43
00227	Nurse Practitioner		NCN	P	\$4,685.905600	\$5,030.615920	\$10,152.80	\$10,899.67	\$121,833.55	\$130,796.01

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00156	Nursing Assistant I		UPT	N	\$15.000000	\$19.107986	\$2,600.00	\$3,312.05	\$31,200.00	\$39,744.61
02101	Nursing Assistant I-PDP		UPT	N	\$16.832935	\$16.832935	\$2,917.71	\$2,917.71	\$35,012.50	\$35,012.50
00157	Nursing Assistant II		UPT	N	\$15.000000	\$20.521152	\$2,600.00	\$3,557.00	\$31,200.00	\$42,684.00
02102	Nursing Assistant II-PDP		UPT	N	\$18.127774	\$18.127774	\$3,142.15	\$3,142.15	\$37,705.77	\$37,705.77
01404	Nursing Assistant III		UPT	N	\$16.366289	\$23.400411	\$2,836.82	\$4,056.07	\$34,041.88	\$48,672.85
02103	Nursing Assistant III-PDP		UPT	N	\$20.717456	\$20.717456	\$3,591.03	\$3,591.03	\$43,092.31	\$43,092.31
01238	Nursing Care Coordinator I		UPK	N	\$36.621037	\$49.760331	\$6,347.65	\$8,625.12	\$76,171.76	\$103,501.49
01239	Nursing Care Coordinator II		UPK	N	\$39.737201	\$54.041072	\$6,887.78	\$9,367.12	\$82,653.38	\$112,405.43
02173	Nursing Shift Manager		MB3	P	\$3,899.102320	\$5,458.743040	\$8,448.06	\$11,827.28	\$101,376.66	\$141,927.32
01590	Nursing Suprvsr-MH Inpatient		MB4	P	\$5,164.136640	\$7,229.791280	\$11,188.96	\$15,664.55	\$134,267.55	\$187,974.57
01245	Occupational Therapist		UPH	N	\$34.057738	\$47.620409	\$5,903.34	\$8,254.20	\$70,840.10	\$99,050.45
01339	Office Assistant I		UPC	N	\$15.041762	\$20.320830	\$2,607.24	\$3,522.28	\$31,286.86	\$42,267.33
01348	Office Assistant I-C		MCC	N	\$17.341415	\$24.277979	\$3,005.85	\$4,208.18	\$36,070.14	\$50,498.20
01344	Office Assistant II		UPC	N	\$16.011207	\$22.372303	\$2,775.28	\$3,877.87	\$33,303.31	\$46,534.39
01349	Office Assistant II-C		MCC	N	\$18.985508	\$26.582314	\$3,290.82	\$4,607.60	\$39,489.86	\$55,291.21
01345	Office Assistant III		UPC	N	\$17.600867	\$24.613022	\$3,050.82	\$4,266.26	\$36,609.80	\$51,195.09
01350	Office Assistant III-C		MCC	N	\$21.764995	\$30.473982	\$3,772.60	\$5,282.16	\$45,271.19	\$63,385.88
01347	Office Assistant IV		UPC	N	\$18.918958	\$26.457545	\$3,279.29	\$4,585.97	\$39,351.43	\$55,031.69
01354	Office Assistant IV-C		MCC	N	\$23.311013	\$32.638621	\$4,040.58	\$5,657.36	\$48,486.91	\$67,888.33
01022	Office Systems Coordinator I		UPH	N	\$25.432535	\$35.736189	\$4,408.31	\$6,194.27	\$52,899.67	\$74,331.27
01023	Office Systems Coordinator II		UPH	N	\$27.912186	\$39.254697	\$4,838.11	\$6,804.15	\$58,057.35	\$81,649.77
01024	Office Systems Coordinator III		UPH	P	\$2,612.472720	\$3,664.232240	\$5,660.36	\$7,939.17	\$67,924.29	\$95,270.04
01621	Office Systems Coordinator IV		UPH	P	\$3,104.329280	\$4,122.805360	\$6,726.05	\$8,932.74	\$80,712.56	\$107,192.94
01862	Office Systems Sppt Analyst I		UPJ	N	\$37.080872	\$49.309785	\$6,427.35	\$8,547.03	\$77,128.21	\$102,564.35
01863	Office Systems Sppt Analyst II		UPJ	N	\$41.018993	\$56.939622	\$7,109.96	\$9,869.53	\$85,319.51	\$118,434.41
02095	Operating Room Tech I-PDP		UPT	N	\$28.292274	\$28.292274	\$4,903.99	\$4,903.99	\$58,847.93	\$58,847.93
02096	Operating Room Tech II-PDP		UPT	N	\$29.781344	\$29.781344	\$5,162.10	\$5,162.10	\$61,945.20	\$61,945.20
02097	Operating Room Tech III-PDP		UPT	N	\$32.759475	\$32.759475	\$5,678.31	\$5,678.31	\$68,139.71	\$68,139.71
01401	Operating Room Technician I		UPT	N	\$19.503571	\$29.248823	\$3,380.62	\$5,069.80	\$40,567.43	\$60,837.55
01402	Operating Room Technician II		UPT	N	\$20.666073	\$31.555654	\$3,582.12	\$5,469.65	\$42,985.43	\$65,635.76
01403	Operating Room Technician III		UPT	N	\$22.413496	\$33.992190	\$3,885.01	\$5,891.98	\$46,620.07	\$70,703.76
00135	Orthopedic Technician		UPT	N	\$19.327790	\$27.052161	\$3,350.15	\$4,689.04	\$40,201.80	\$56,268.49
01040	Outpatient Clinic Admin I		MB4	P	\$2,898.173120	\$4,057.442320	\$6,279.38	\$8,791.13	\$75,352.50	\$105,493.50
01041	Outpatient Clinic Admin II		MB4	P	\$3,312.197760	\$4,637.076880	\$7,176.43	\$10,047.00	\$86,117.14	\$120,564.00
01042	Outpatient Clinic Admin III		MB4	P	\$3,726.222400	\$5,216.711520	\$8,073.48	\$11,302.87	\$96,881.78	\$135,634.50
00657	PCC Lic Vocational Nurse I		NCN	N	\$27.371283	\$28.000778	\$4,744.36	\$4,853.47	\$56,932.27	\$58,241.62
00658	PCC Lic Vocational Nurse II		NCN	N	\$33.448748	\$35.000381	\$5,797.78	\$6,066.73	\$69,573.40	\$72,800.79
00664	PCC Lic Vocational Nurse III		NCN	N	\$36.564101	\$38.965688	\$6,337.78	\$6,754.05	\$76,053.33	\$81,048.63
00552	PCC Nurse Practitioner		NCN	P	\$4,721.447280	\$5,280.607840	\$10,229.80	\$11,441.32	\$122,757.63	\$137,295.80
00609	PCC Physician Assistant		NCN	P	\$4,721.447200	\$5,280.607840	\$10,229.80	\$11,441.32	\$122,757.63	\$137,295.80
00616	PCC Registered Nurse I		NCN	N	\$34.953263	\$36.737769	\$6,058.57	\$6,367.88	\$72,702.79	\$76,414.56
00617	PCC Registered Nurse II		NCN	N	\$43.423353	\$51.921507	\$7,526.71	\$8,999.73	\$90,320.57	\$107,996.73
00618	PCC Senior Registered Nurse		NCN	N	\$46.197785	\$54.427822	\$8,007.62	\$9,434.16	\$96,091.39	\$113,209.87

JOB CODE	DESCRIPTION	AT UNION FLSA		BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====										
01967	Paralegal	UPC	N	\$23.330464	\$32.725743	\$4,043.95	\$5,672.46	\$48,527.37	\$68,069.55	
00602	Park Services Ranger I	PVT	N	\$21.206738	\$28.477461	\$3,675.83	\$4,936.09	\$44,110.02	\$59,233.12	
00603	Park Services Ranger II	PVT	N	\$22.133605	\$31.001208	\$3,836.49	\$5,373.54	\$46,037.90	\$64,482.51	
00867	Park Services Ranger Trainee	PVT	N	\$15.168735	\$20.684641	\$2,629.25	\$3,585.34	\$31,550.97	\$43,024.05	
00776	Parks Operations Supervisor	UPJ	P	\$2,087.322560	\$2,774.952400	\$4,522.53	\$6,012.40	\$54,270.39	\$72,148.76	
01712	Parts Specialist	UPI	N	\$18.922878	\$26.479326	\$3,279.97	\$4,589.75	\$39,359.59	\$55,077.00	
01584	Patient Rights Advocate I	UPH	N	\$24.461989	\$34.305137	\$4,240.08	\$5,946.22	\$50,880.94	\$71,354.68	
01587	Patient Rights Advocate II	UPH	P	\$2,246.699680	\$2,972.770320	\$4,867.85	\$6,441.00	\$58,414.19	\$77,292.03	
00556	Peer Specialist I	UWS	N	\$17.023351	\$23.832693	\$2,950.71	\$4,131.00	\$35,408.57	\$49,572.00	
00557	Peer Specialist II	UWS	N	\$18.914835	\$26.480769	\$3,278.57	\$4,590.00	\$39,342.86	\$55,080.00	
00558	Peer Specialist III	UWS	N	\$20.806319	\$29.128846	\$3,606.43	\$5,049.00	\$43,277.14	\$60,588.00	
00676	PeopleSoft Architect	UPJ	N	\$41.018993	\$56.934036	\$7,109.96	\$9,868.57	\$85,319.51	\$118,422.79	
00659	Per Diem Clinic Lic Voc Nurse	NCP	N	\$28.525903	\$31.369351	\$4,944.49	\$5,437.35	\$59,333.88	\$65,248.25	
00554	Per Diem Clinic Nurse Prctnr	NCP	N	\$61.507688	\$68.792038	\$10,661.33	\$11,923.95	\$127,935.99	\$143,087.44	
00610	Per Diem Clinic Physician Asst	NCP	N	\$61.507688	\$68.792038	\$10,661.33	\$11,923.95	\$127,935.99	\$143,087.44	
00620	Per Diem Clinic Reg Nurse I	NCP	N	\$36.700929	\$38.574658	\$6,361.49	\$6,686.27	\$76,337.93	\$80,235.29	
00621	Per Diem Clinic Reg Nurse II	NCP	N	\$45.255105	\$54.111746	\$7,844.22	\$9,379.37	\$94,130.62	\$112,552.43	
00171	Per Diem Licensed Voc Nurse	NCP	N	\$18.674008	\$26.677154	\$3,236.83	\$4,624.04	\$38,841.94	\$55,488.48	
00534	Per Diem Non-Registered Nurse	NCP	N	\$19.519870	\$23.423843	\$3,383.44	\$4,060.13	\$40,601.33	\$48,721.59	
00651	Per Diem Prmry Cr Clnc Physcn	KDP	P	\$9,792.000000	\$9,792.000000	\$21,216.00	\$21,216.00	\$254,592.00	\$254,592.00	
00540	Per Diem Psychiatric Tech	NCP	N	\$18.218545	\$22.122520	\$3,157.88	\$3,834.57	\$37,894.57	\$46,014.84	
00538	Per Diem Pub Hlth Nurse I	NCP	N	\$33.280384	\$33.280384	\$5,768.60	\$5,768.60	\$69,223.20	\$69,223.20	
00539	Per Diem Pub Hlth Nurse II	NCP	N	\$39.443417	\$52.052986	\$6,836.86	\$9,022.52	\$82,042.31	\$108,270.21	
00542	Per Diem Pub Hlth Nurse III	NCP	N	\$52.052986	\$66.367556	\$9,022.52	\$11,503.71	\$108,270.21	\$138,044.52	
00535	Per Diem Registered Nurse	NCP	N	\$35.704832	\$35.704832	\$6,188.84	\$6,188.84	\$74,266.05	\$74,266.05	
00536	Per Diem Registered Nurse II	NCP	N	\$42.316837	\$55.845002	\$7,334.92	\$9,679.80	\$88,019.02	\$116,157.60	
00537	Per Diem Registered Nurse III	NCP	N	\$55.845002	\$71.202377	\$9,679.80	\$12,341.75	\$116,157.60	\$148,100.94	
00541	Per Diem Senior Psych Tech	NCP	N	\$22.122520	\$28.629142	\$3,834.57	\$4,962.38	\$46,014.84	\$59,548.62	
00654	Per Diem Urgent Care Physician	KDP	N	\$122.400000	\$122.400000	\$21,216.00	\$21,216.00	\$254,592.00	\$254,592.00	
00391	Personnel Analyst I	MB4	P	\$2,755.261600	\$3,857.744480	\$5,969.73	\$8,358.45	\$71,636.80	\$100,301.36	
00432	Personnel Analyst II	MB4	P	\$3,154.388160	\$4,416.576400	\$6,834.51	\$9,569.25	\$82,014.09	\$114,830.99	
01674	Personnel Analyst III	MB3	P	\$3,889.705680	\$5,446.122240	\$8,427.70	\$11,799.93	\$101,132.35	\$141,599.18	
01314	Personnel Assistant	MB4	P	\$2,309.424720	\$3,233.511520	\$5,003.75	\$7,005.94	\$60,045.04	\$84,071.30	
01492	Personnel Assistant-NE	MB4	N	\$28.867809	\$40.418894	\$5,003.75	\$7,005.94	\$60,045.04	\$84,071.30	
01673	Personnel Management Analyst	MB3	P	\$4,162.093840	\$5,826.931600	\$9,017.87	\$12,625.02	\$108,214.44	\$151,500.22	
01451	Pharmacist I	UPH	N	\$40.746221	\$57.003892	\$7,062.68	\$9,880.67	\$84,752.14	\$118,568.10	
01452	Pharmacist II	UPH	N	\$42.651951	\$62.749914	\$7,393.00	\$10,876.65	\$88,716.06	\$130,519.82	
00829	Pharmacist Resident	MU4	P	\$2,046.193920	\$2,046.193920	\$4,433.42	\$4,433.42	\$53,201.04	\$53,201.04	
02021	Pharmacist-PDP I	UPH	N	\$45.202140	\$45.202140	\$7,835.04	\$7,835.04	\$94,020.45	\$94,020.45	
02013	Pharmacist-PDP II	UPH	N	\$50.852458	\$50.852458	\$8,814.43	\$8,814.43	\$105,773.11	\$105,773.11	
02014	Pharmacist-PDP III	UPH	N	\$61.804024	\$61.804024	\$10,712.70	\$10,712.70	\$128,552.37	\$128,552.37	
02015	Pharmacist-PDP IV	UPH	N	\$66.638724	\$66.638724	\$11,550.71	\$11,550.71	\$138,608.55	\$138,608.55	
01450	Pharmacy Supervisor	UPH	N	\$44.758170	\$65.744397	\$7,758.08	\$11,395.70	\$93,096.99	\$136,748.35	

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====											
00755	Pharmacy Technician I		UPT	N	\$15.000000	\$18.805415	\$2,600.00	\$3,259.61	\$31,200.00	\$39,115.26	
00756	Pharmacy Technician II		UPT	N	\$15.000000	\$20.726483	\$2,600.00	\$3,592.59	\$31,200.00	\$43,111.08	
00832	Pharmacy Technician-PDP I		UPT	N	\$20.717456	\$20.717456	\$3,591.03	\$3,591.03	\$43,092.31	\$43,092.31	
00833	Pharmacy Technician-PDP II		UPT	N	\$23.022274	\$23.022274	\$3,990.53	\$3,990.53	\$47,886.33	\$47,886.33	
01955	Photographic/Imaging Svcs Tech		UPT	N	\$21.261063	\$29.725126	\$3,685.25	\$5,152.36	\$44,223.01	\$61,828.26	
01335	Physical Therapist		UPH	N	\$34.057738	\$47.620409	\$5,903.34	\$8,254.20	\$70,840.10	\$99,050.45	
00824	Physical Therapy Aide		UPT	N	\$15.974596	\$22.289902	\$2,768.93	\$3,863.58	\$33,227.16	\$46,363.00	
00229	Physician Assistant		NCN	P	\$4,005.857920	\$4,216.413280	\$8,679.36	\$9,135.56	\$104,152.31	\$109,626.75	
01658	Plan Check Engineer I		VPE	P	\$3,202.652640	\$4,570.483040	\$6,939.08	\$9,902.71	\$83,268.97	\$118,832.56	
01659	Plan Check Engineer II		VPE	P	\$3,496.314640	\$4,714.274560	\$7,575.35	\$10,214.26	\$90,904.18	\$122,571.14	
01662	Plan Check Engineer III		VPE	P	\$3,980.384640	\$4,976.492720	\$8,624.17	\$10,782.40	\$103,490.00	\$129,388.81	
00803	Planner I		UPH	P	\$2,092.917440	\$2,935.172640	\$4,534.65	\$6,359.54	\$54,415.85	\$76,314.49	
00804	Planner II		UPH	P	\$2,346.404640	\$3,281.166800	\$5,083.88	\$7,109.19	\$61,006.52	\$85,310.34	
00805	Planner III		UPH	P	\$2,820.206240	\$3,963.038320	\$6,110.45	\$8,586.58	\$73,325.36	\$103,039.00	
01189	Planner IV		UPH	P	\$3,150.361280	\$4,649.379520	\$6,825.78	\$10,073.66	\$81,909.39	\$120,883.87	
00273	Plans Examiner		UPT	N	\$29.847524	\$41.826255	\$5,173.57	\$7,249.88	\$62,082.85	\$86,998.61	
01230	Post Graduate-Year 1		MU4	P	\$2,251.597280	\$2,251.597280	\$4,878.46	\$4,878.46	\$58,541.53	\$58,541.53	
01231	Post Graduate-Year 2		MU4	P	\$2,369.644240	\$2,369.644240	\$5,134.23	\$5,134.23	\$61,610.75	\$61,610.75	
01232	Post Graduate-Year 3		MU4	P	\$2,489.297680	\$2,489.297680	\$5,393.48	\$5,393.48	\$64,721.74	\$64,721.74	
01820	Presiding Court Judge	Y	XBJ	P	\$9,002.959920	\$9,002.959920	\$19,506.41	\$19,506.41	\$234,076.96	\$234,076.96	
00679	Primary Care Clinic Pediatricn	Y	KDR	P	\$7,826.538480	\$9,065.589760	\$16,957.50	\$19,642.11	\$203,490.00	\$235,705.33	
00678	Primary Care Clinic Physician	Y	KDR	P	\$8,238.461440	\$9,542.725680	\$17,850.00	\$20,675.91	\$214,200.00	\$248,110.87	
00813	Principal Accountant		UPJ	P	\$2,930.178960	\$4,102.250560	\$6,348.72	\$8,888.21	\$76,184.65	\$106,658.51	
00913	Principal Accountant-MB		MB4	P	\$3,154.270320	\$4,415.978320	\$6,834.25	\$9,567.95	\$82,011.03	\$114,815.44	
01867	Principal Applica Arch/Supvsr		UPJ	P	\$3,714.671760	\$4,916.179520	\$8,048.46	\$10,651.72	\$96,581.47	\$127,820.67	
00040	Principal Asst County Counsel	Y	MB2	P	\$6,380.273600	\$8,933.258560	\$13,823.93	\$19,355.39	\$165,887.11	\$232,264.72	
01607	Principal Buyer		UPH	P	\$2,107.579840	\$2,922.866800	\$4,566.42	\$6,332.88	\$54,797.08	\$75,994.54	
00417	Principal Engineer		MB3	P	\$4,424.831200	\$6,194.764160	\$9,587.13	\$13,421.99	\$115,045.61	\$161,063.87	
01866	Principal Info Sys Sup Analyst		UPJ	N	\$46.433397	\$64.525093	\$8,048.46	\$11,184.35	\$96,581.47	\$134,212.19	
00284	Principal Network Systms Anlst		MB4	P	\$3,836.667760	\$5,371.335440	\$8,312.78	\$11,637.89	\$99,753.36	\$139,654.72	
01864	Principal Office Sys Sup Anlst		UPJ	N	\$46.433397	\$61.452249	\$8,048.46	\$10,651.72	\$96,581.47	\$127,820.68	
01882	Principal Respiratory Therapst		UPJ	N	\$23.961503	\$33.527920	\$4,153.33	\$5,811.51	\$49,839.93	\$69,738.07	
00622	Program Administrator I		MB4	P	\$2,440.174000	\$3,416.579120	\$5,287.04	\$7,402.59	\$63,444.52	\$88,831.06	
N0622	Program Administrator I-NE		MB4	N	\$30.502175	\$42.707239	\$5,287.04	\$7,402.59	\$63,444.52	\$88,831.06	
00623	Program Administrator II		MB4	P	\$2,733.213760	\$3,826.874800	\$5,921.96	\$8,291.56	\$71,063.56	\$99,498.74	
00748	Program Administrator III		MB4	P	\$2,861.479280	\$4,006.464160	\$6,199.87	\$8,680.67	\$74,398.46	\$104,168.07	
01173	Program Assistant		MB4	P	\$2,484.898480	\$3,479.199600	\$5,383.95	\$7,538.27	\$64,607.36	\$90,459.19	
01489	Program Assistant-NE		MB4	N	\$31.061231	\$43.489995	\$5,383.95	\$7,538.27	\$64,607.36	\$90,459.19	
01642	Program Management Analyst		MB3	P	\$4,438.489600	\$6,214.494560	\$9,616.73	\$13,464.74	\$115,400.73	\$161,576.86	
01003	Programmer I		UPH	N	\$21.312815	\$29.822574	\$3,694.22	\$5,169.25	\$44,330.66	\$62,030.95	
01004	Programmer II		UPH	N	\$24.328588	\$34.181596	\$4,216.96	\$5,924.81	\$50,603.46	\$71,097.72	
01005	Programmer III		UPH	N	\$26.700357	\$37.550587	\$4,628.06	\$6,508.77	\$55,536.74	\$78,105.22	
01420	Psychiatric Social Wkr I		UPH	N	\$23.388302	\$32.775037	\$4,053.97	\$5,681.01	\$48,647.67	\$68,172.08	

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
01421	Psychiatric Social Wkr II		UPH	P	\$2,138.777200	\$2,998.037440	\$4,634.02	\$6,495.75	\$55,608.21	\$77,948.97
01423	Psychiatric Social Wkr III		UPH	P	\$2,246.148160	\$3,146.286400	\$4,866.65	\$6,816.95	\$58,399.85	\$81,803.45
01163	Psychiatric Social Wkr IV		UPH	P	\$2,357.467120	\$3,302.758160	\$5,107.85	\$7,155.98	\$61,294.15	\$85,871.71
00343	Psychiatric Technician-IPU		NCN	N	\$31.104720	\$33.479498	\$5,391.48	\$5,803.11	\$64,697.82	\$69,637.36
01427	Public Defender	Y	MMA	P	\$11,295.688880	\$11,295.689040	\$24,473.99	\$24,473.99	\$293,687.91	\$293,687.92
00450	Public Defender Investigatr I		UPH	N	\$36.823373	\$46.029708	\$6,382.72	\$7,978.48	\$76,592.62	\$95,741.79
00451	Public Defender Investigatr II		UPH	N	\$39.069036	\$48.841755	\$6,771.97	\$8,465.90	\$81,263.59	\$101,590.85
01076	Public Health Division Manager		MB3	P	\$4,149.389200	\$5,809.714400	\$8,990.34	\$12,587.71	\$107,884.12	\$151,052.57
01430	Public Health Lab Director		MB4	P	\$4,407.250080	\$6,479.293040	\$9,549.04	\$14,038.47	\$114,588.50	\$168,461.62
02115	Public Health Nutritionist I		UPH	N	\$23.303602	\$34.144751	\$4,039.29	\$5,918.42	\$48,471.49	\$71,021.08
02116	Public Health Nutritionist II		UPH	P	\$2,046.193920	\$2,925.286080	\$4,433.42	\$6,338.12	\$53,201.04	\$76,057.44
02117	Public Health Nutritionist III		UPH	P	\$2,252.197600	\$3,314.855360	\$4,879.76	\$7,182.19	\$58,557.14	\$86,186.24
02114	Public Health Prog Coordinator		UPH	P	\$2,483.400960	\$3,465.546480	\$5,380.70	\$7,508.68	\$64,568.42	\$90,104.21
00167	Public Health Social Worker I		UWS	N	\$22.798669	\$33.536900	\$3,951.77	\$5,813.06	\$47,421.23	\$69,756.75
00168	Public Health Social Workr II		UWS	N	\$24.671638	\$36.307632	\$4,276.42	\$6,293.32	\$51,317.01	\$75,519.87
00169	Public Health Social Workr III		UWS	N	\$26.409762	\$38.876249	\$4,577.69	\$6,738.55	\$54,932.30	\$80,862.60
00170	Public Health Social Workr IV		UWS	N	\$27.730366	\$41.780853	\$4,806.60	\$7,242.01	\$57,679.16	\$86,904.17
00449	Public Information Officer - E	Y	MB2	P	\$4,339.475600	\$6,075.861360	\$9,402.20	\$13,164.37	\$112,826.37	\$157,972.40
01958	Public Safety Dispatcher I		UPT	N	\$29.978874	\$41.970692	\$5,196.34	\$7,274.92	\$62,356.06	\$87,299.04
01957	Public Safety Dispatcher II		UPT	N	\$31.441240	\$44.017330	\$5,449.81	\$7,629.67	\$65,397.78	\$91,556.05
01443	Public Works Inspector I		UPT	N	\$24.140707	\$33.757796	\$4,184.39	\$5,851.35	\$50,212.67	\$70,216.22
01444	Public Works Inspector II		UPT	N	\$25.888552	\$36.229035	\$4,487.35	\$6,279.70	\$53,848.19	\$75,356.39
01448	Public Works Inspector III		UPT	N	\$28.803459	\$40.384450	\$4,992.60	\$6,999.97	\$59,911.19	\$83,999.66
00374	Public Works Maint Worker I		UPI	N	\$16.612674	\$20.105626	\$2,879.53	\$3,484.98	\$34,554.36	\$41,819.70
00377	Public Works Maint Worker II		UPI	N	\$18.110700	\$24.204996	\$3,139.19	\$4,195.53	\$37,670.26	\$50,346.39
00378	Public Works Maint Worker III		UPI	N	\$19.913528	\$26.588905	\$3,451.68	\$4,608.74	\$41,420.14	\$55,304.92
00379	Public Works Maint Worker IV		UPI	N	\$23.435908	\$31.274677	\$4,062.22	\$5,420.94	\$48,746.69	\$65,051.33
01090	Public Works Maint Worker Spec		UPI	N	\$24.286709	\$32.453192	\$4,209.70	\$5,625.22	\$50,516.35	\$67,502.64
00357	Public Works Superintendent		MB4	P	\$3,220.190640	\$4,508.709440	\$6,977.08	\$9,768.87	\$83,724.96	\$117,226.45
01431	Purchasing Technician		UPT	N	\$17.712131	\$24.796674	\$3,070.10	\$4,298.09	\$36,841.23	\$51,577.08
00331	Radiologic Specialist I		UPT	N	\$37.683482	\$49.421595	\$6,531.80	\$8,566.41	\$78,381.64	\$102,796.92
00332	Radiologic Specialist II		UPT	N	\$41.574333	\$50.534071	\$7,206.22	\$8,759.24	\$86,474.61	\$105,110.87
00333	Radiologic Specialist III		UPT	N	\$45.737573	\$55.314260	\$7,927.85	\$9,587.81	\$95,134.15	\$115,053.66
01453	Radiologic Technologist		UPT	N	\$24.662981	\$36.806190	\$4,274.92	\$6,379.74	\$51,299.00	\$76,556.88
02001	Radiologic Technologst-PDP I		UPT	N	\$28.015252	\$28.015252	\$4,855.98	\$4,855.98	\$58,271.72	\$58,271.72
02002	Radiologic Technologst-PDP II		UPT	N	\$34.204107	\$34.204107	\$5,928.71	\$5,928.71	\$71,144.54	\$71,144.54
02003	Radiologic Technologst-PDP III		UPT	N	\$40.399489	\$40.399489	\$7,002.58	\$7,002.58	\$84,030.94	\$84,030.94
02004	Radiologic Technologst-PDP IV		UPT	N	\$43.507169	\$43.507169	\$7,541.24	\$7,541.24	\$90,494.91	\$90,494.91
00334	Radiology Supervisor		UPT	N	\$51.437015	\$60.774189	\$8,915.75	\$10,534.19	\$106,988.99	\$126,410.31
00970	Real Property Agent I		UPH	N	\$26.769245	\$37.932144	\$4,640.00	\$6,574.90	\$55,680.03	\$78,898.86
00971	Real Property Agent II		UPH	P	\$2,378.098720	\$3,336.406400	\$5,152.55	\$7,228.88	\$61,830.57	\$86,746.57
01358	Records Technician I		UPC	N	\$15.334580	\$21.424206	\$2,657.99	\$3,713.53	\$31,895.93	\$44,562.35
01359	Records Technician II		UPC	N	\$17.285773	\$24.172396	\$2,996.20	\$4,189.88	\$35,954.41	\$50,278.58

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
01360	Records Technician III		UPC	N	\$18.580269	\$25.983899	\$3,220.58	\$4,503.88	\$38,646.96	\$54,046.51
01363	Records Technician IV		UPC	N	\$19.488334	\$27.283334	\$3,377.98	\$4,729.11	\$40,535.73	\$56,749.33
00639	Registered Dental Assistant		UPT	N	\$24.379121	\$34.130769	\$4,225.71	\$5,916.00	\$50,708.57	\$70,992.00
00320	Registered Dietician I		UPH	N	\$23.248366	\$34.143455	\$4,029.72	\$5,918.20	\$48,356.60	\$71,018.39
00321	Registered Dietician II		UPH	N	\$24.844112	\$36.568172	\$4,306.31	\$6,338.48	\$51,675.75	\$76,061.80
00322	Registered Dietician III		UPH	N	\$28.142965	\$41.423915	\$4,878.11	\$7,180.15	\$58,537.37	\$86,161.74
00304	Registered Nurse I		NCN	N	\$34.693065	\$36.464287	\$6,013.46	\$6,320.48	\$72,161.58	\$75,845.72
00305	Registered Nurse II		NCN	N	\$42.793861	\$51.175441	\$7,417.60	\$8,870.41	\$89,011.23	\$106,444.92
00230	Registered Nurse-AmbulatoryCre		NCN	N	\$43.423354	\$51.921507	\$7,526.71	\$8,999.73	\$90,320.58	\$107,996.73
00232	Registered Nurse-Mental Health		NCN	N	\$44.285991	\$54.894113	\$7,676.24	\$9,514.98	\$92,114.86	\$114,179.76
00303	Registered Nurse-PH Coordinatr		NCN	P	\$3,793.079120	\$3,992.450320	\$8,218.34	\$8,650.31	\$98,620.06	\$103,803.71
00300	Registered Nurse-Public Health		NCN	N	\$41.616474	\$51.175441	\$7,213.52	\$8,870.41	\$86,562.27	\$106,444.92
02005	Rehabilitation Therpst-PDP I		UPH	N	\$28.015252	\$28.015252	\$4,855.98	\$4,855.98	\$58,271.72	\$58,271.72
02006	Rehabilitation Therpst-PDP II		UPH	N	\$36.706847	\$36.706847	\$6,362.52	\$6,362.52	\$76,350.24	\$76,350.24
02007	Rehabilitation Therpst-PDP III		UPH	N	\$49.942416	\$49.942416	\$8,656.69	\$8,656.69	\$103,880.23	\$103,880.23
02008	Rehabilitation Therpst-PDP IV		UPH	N	\$55.158597	\$55.158597	\$9,560.82	\$9,560.82	\$114,729.88	\$114,729.88
01486	Research Psychologist		MB4	P	\$3,854.477520	\$5,396.797840	\$8,351.37	\$11,693.06	\$100,216.42	\$140,316.74
00182	Resource Mgmt Agy Tech I		UPT	N	\$19.473501	\$23.594774	\$3,375.41	\$4,089.76	\$40,504.88	\$49,077.13
01107	Resource Mgmt Agy Tech I-B/S		UPT	N	\$22.311548	\$31.151449	\$3,867.33	\$5,399.58	\$46,408.02	\$64,795.01
01102	Resource Mgmt Agy Tech I-EH		UPT	N	\$22.090642	\$30.843018	\$3,829.04	\$5,346.12	\$45,948.54	\$64,153.48
01104	Resource Mgmt Agy Tech I-Plng		UPT	N	\$22.090642	\$30.843018	\$3,829.04	\$5,346.12	\$45,948.54	\$64,153.48
01108	Resource Mgmt Agy Tech II-B/S		UPT	N	\$23.909857	\$33.378219	\$4,144.38	\$5,785.56	\$49,732.50	\$69,426.70
01103	Resource Mgmt Agy Tech II-EH		UPT	N	\$23.668544	\$33.052688	\$4,102.55	\$5,729.13	\$49,230.57	\$68,749.59
01106	Resource Mgmt Agy Tech II-Plng		UPT	N	\$23.668544	\$33.052688	\$4,102.55	\$5,729.13	\$49,230.57	\$68,749.59
01110	Resource Mgmt Agy Tech III		UPT	N	\$29.729582	\$41.711425	\$5,153.13	\$7,229.98	\$61,837.53	\$86,759.76
01109	Resource Mgmt Agy Tech-Wts/Msr		UPT	N	\$23.784525	\$33.216942	\$4,122.65	\$5,757.60	\$49,471.81	\$69,091.24
01983	Respiratory Therapist-PDP I		UPJ	N	\$31.094613	\$31.094613	\$5,389.73	\$5,389.73	\$64,676.80	\$64,676.80
01984	Respiratory Therapist-PDP II		UPJ	N	\$34.204107	\$34.204107	\$5,928.71	\$5,928.71	\$71,144.54	\$71,144.54
01985	Respiratory Therapist-PDP III		UPJ	N	\$37.313600	\$37.313600	\$6,467.69	\$6,467.69	\$77,612.29	\$77,612.29
01986	Respiratory Therapist-PDP IV		UPJ	N	\$40.399489	\$40.399489	\$7,002.58	\$7,002.58	\$84,030.94	\$84,030.94
RETIR	Retired Employee		QNU	N	\$0.000000	\$0.000000	\$0.00	\$0.00	\$0.00	\$0.00
01814	Retirement Administrator	Y	MV1	P	\$8,983.846160	\$11,029.846160	\$19,465.00	\$23,898.00	\$233,580.00	\$286,776.00
00984	Retirement Chief Invstmnt Offr	Y	MV2	P	\$9,715.423040	\$11,928.000000	\$21,050.08	\$25,844.00	\$252,601.00	\$310,128.00
00983	Retirement Chief Operatns Offr		MV2	P	\$7,426.038480	\$9,117.230800	\$16,089.75	\$19,754.00	\$193,077.00	\$237,048.00
00174	Retirement Communications Spec		MB4	P	\$2,549.045920	\$3,568.664480	\$5,522.93	\$7,732.11	\$66,275.19	\$92,785.28
00173	Retirement Operations Manager		MB3	P	\$3,201.286560	\$4,481.801360	\$6,936.12	\$9,710.57	\$83,233.45	\$116,526.84
01739	Risk Analyst		MB4	P	\$2,964.357280	\$4,150.507680	\$6,422.77	\$8,992.77	\$77,073.29	\$107,913.20
00506	Risk Management Analyst		MB3	P	\$3,813.303760	\$5,339.149360	\$8,262.16	\$11,568.16	\$99,145.90	\$138,817.88
00812	Senior Accountant		UPH	P	\$2,551.482080	\$3,572.075600	\$5,528.21	\$7,739.50	\$66,338.53	\$92,873.97
00912	Senior Accountant-MB		MB4	P	\$2,742.843760	\$3,839.981280	\$5,942.83	\$8,319.96	\$71,313.94	\$99,839.51
00405	Senior Accounting Assistant		UPC	N	\$20.130617	\$28.182865	\$3,489.31	\$4,885.03	\$41,871.68	\$58,620.36
00648	Senior Accounting Technician		UPT	N	\$23.760169	\$33.326237	\$4,118.43	\$5,776.55	\$49,421.15	\$69,318.57
00797	Senior Accounting TechnicianCC		MCC	N	\$26.184900	\$36.658863	\$4,538.72	\$6,354.20	\$54,464.59	\$76,250.44

JOB CODE	DESCRIPTION	AT UNION FLSA		BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
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00512	Senior Ag Inspctr/Biolgst	UPH	N	\$28.034168	\$39.247836	\$4,859.26	\$6,802.96	\$58,311.07	\$81,635.50	
01373	Senior Airport Maintenance Wrk	UPI	N	\$21.286166	\$29.800632	\$3,689.60	\$5,165.44	\$44,275.23	\$61,985.31	
00881	Senior Animal Care Technician	UPT	N	\$20.612092	\$28.856928	\$3,572.76	\$5,001.87	\$42,873.15	\$60,022.41	
01568	Senior Attorney	ACJ	P	\$5,151.933520	\$7,373.687520	\$11,162.52	\$15,976.32	\$133,950.27	\$191,715.88	
00091	Senior Auto Mechanic	EOS	N	\$33.937884	\$35.574887	\$5,882.57	\$6,166.31	\$70,590.80	\$73,995.76	
00551	Senior Body/Paint Mechanic	EOS	N	\$33.937884	\$35.574887	\$5,882.57	\$6,166.31	\$70,590.80	\$73,995.76	
01573	Senior Buyer	UPH	N	\$24.795698	\$34.678096	\$4,297.92	\$6,010.87	\$51,575.05	\$72,130.44	
00293	Senior CSS Customer Serv Rep	UPC	N	\$25.334949	\$32.432408	\$4,391.39	\$5,621.62	\$52,696.69	\$67,459.41	
01770	Senior City Librarian	MB4	P	\$2,782.101120	\$3,894.941680	\$6,027.89	\$8,439.04	\$72,334.63	\$101,268.48	
01579	Senior Civil Attorney	MB3	P	\$5,628.661440	\$7,880.897920	\$12,195.43	\$17,075.28	\$146,345.20	\$204,903.35	
00283	Senior Code Compliance Officer	UPJ	N	\$37.275075	\$52.275725	\$6,461.01	\$9,061.13	\$77,532.16	\$108,733.51	
01586	Senior Computer Operator	UPT	N	\$22.114051	\$30.921906	\$3,833.10	\$5,359.80	\$45,997.23	\$64,317.56	
01691	Senior Crime Analyst	UPH	N	\$35.611768	\$49.897819	\$6,172.71	\$8,648.96	\$74,072.48	\$103,787.46	
00196	Senior Crisis Team Clinician	UPH	N	\$28.881780	\$40.456086	\$5,006.18	\$7,012.39	\$60,074.10	\$84,148.66	
00224	Senior Crisis Team Clinichn-PDP	UPH	N	\$40.511239	\$40.511239	\$7,021.95	\$7,021.95	\$84,263.38	\$84,263.38	
00705	Senior Deputy Clerk of the Brd	MB4	N	\$31.229655	\$43.721518	\$5,413.14	\$7,578.40	\$64,957.68	\$90,940.76	
01595	Senior Deputy Probation Ofr	PVP	N	\$33.319934	\$43.524450	\$5,775.46	\$7,544.24	\$69,305.46	\$90,530.86	
02029	Senior Deputy Pub Adm/Pub Grdn	UPJ	N	\$25.501856	\$35.679182	\$4,420.32	\$6,184.39	\$53,043.86	\$74,212.70	
01057	Senior Deputy Sheriff	DSS	N	\$56.985254	\$59.823358	\$9,877.44	\$10,369.38	\$118,529.33	\$124,432.58	
01600	Senior District Atty Investgtr	DSE	N	\$56.570119	\$79.464600	\$9,805.49	\$13,773.86	\$117,665.85	\$165,286.37	
00923	Senior Finance Analyst	MB4	P	\$3,241.600480	\$4,538.240240	\$7,023.47	\$9,832.85	\$84,281.61	\$117,994.25	
00325	Senior Fire Control Worker	FCW	N	\$20.720416	\$27.602856	\$3,591.54	\$4,784.50	\$43,098.47	\$57,413.94	
01808	Senior Fire Equipment Mechanic	EOS	N	\$39.004898	\$40.959223	\$6,760.85	\$7,099.60	\$81,130.19	\$85,195.18	
01569	Senior Fire Inspector	FGF	N	\$34.758998	\$48.749179	\$6,024.89	\$8,449.86	\$72,298.72	\$101,398.29	
02038	Senior GIS Specialist	UPT	N	\$29.618576	\$41.470332	\$5,133.89	\$7,188.19	\$61,606.64	\$86,258.29	
01629	Senior Health Educator	UPH	P	\$2,184.409920	\$3,061.555040	\$4,732.89	\$6,633.37	\$56,794.66	\$79,600.43	
01633	Senior Heavy Equip Mechanic	EOS	N	\$36.538857	\$38.295123	\$6,333.40	\$6,637.82	\$76,000.82	\$79,653.86	
00132	Senior Info Sys Sppt Anlst	MB4	P	\$3,338.257040	\$4,674.018480	\$7,232.89	\$10,127.04	\$86,794.68	\$121,524.48	
00933	Senior Internal Auditor/Anlyst	UPH	P	\$2,805.530160	\$3,927.742080	\$6,078.65	\$8,510.11	\$72,943.78	\$102,121.29	
01769	Senior Librarian Specialist	MB4	P	\$2,782.101120	\$3,895.323280	\$6,027.89	\$8,439.87	\$72,334.63	\$101,278.41	
01660	Senior Lifeguard	UPT	N	\$26.960866	\$26.960866	\$4,673.22	\$4,673.22	\$56,078.60	\$56,078.60	
01661	Senior Maintenance Electrician	EOS	N	\$33.795178	\$35.460666	\$5,857.83	\$6,146.52	\$70,293.97	\$73,758.19	
00948	Senior Manager, Accounting	MB3	P	\$4,126.726720	\$5,777.417600	\$8,941.24	\$12,517.74	\$107,294.89	\$150,212.86	
00209	Senior Nuclear Medicine Tech	UPT	N	\$54.441844	\$72.010786	\$9,436.59	\$12,481.87	\$113,239.04	\$149,782.43	
00228	Senior Nurse Practitioner	NCN	P	\$5,292.729920	\$5,573.450400	\$11,467.58	\$12,075.81	\$137,610.98	\$144,909.71	
01671	Senior Occupational Therapist	UPH	N	\$37.028885	\$54.538082	\$6,418.34	\$9,453.27	\$77,020.08	\$113,439.21	
01026	Senior Office Systems Coord	MB4	P	\$3,152.269680	\$4,413.610080	\$6,829.92	\$9,562.82	\$81,959.01	\$114,753.86	
00372	Senior Orthopedic Technician	UPT	N	\$21.238507	\$29.673720	\$3,681.34	\$5,143.44	\$44,176.09	\$61,721.34	
00310	Senior Paralegal	UPC	N	\$29.535628	\$35.837651	\$5,119.51	\$6,211.86	\$61,434.11	\$74,542.31	
01714	Senior Parts Specialist	UPJ	N	\$19.874362	\$27.746493	\$3,444.89	\$4,809.39	\$41,338.67	\$57,712.71	
01588	Senior Patient Rights Advocate	MB4	P	\$2,918.213760	\$4,085.900560	\$6,322.80	\$8,852.78	\$75,873.56	\$106,233.41	
00088	Senior Physical Therapist	UPH	N	\$37.362257	\$55.028878	\$6,476.12	\$9,538.34	\$77,713.49	\$114,460.07	
00272	Senior Plan Check Engineer	MB3	P	\$3,868.695440	\$5,416.173920	\$8,382.17	\$11,735.04	\$100,586.08	\$140,820.52	

JOB CODE	DESCRIPTION	AT WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
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01663	Senior Plans Examiner		UPT	N	\$32.019849	\$44.926114	\$5,550.11	\$7,787.19	\$66,601.29	\$93,446.32
01174	Senior Program Administrator		MB3	P	\$3,215.920720	\$4,502.731120	\$6,967.83	\$9,755.92	\$83,613.94	\$117,071.01
01692	Senior Psychologist		UPH	P	\$3,498.273680	\$4,560.449840	\$7,579.59	\$9,880.97	\$90,955.12	\$118,571.70
01546	Senior Psychologist-MB		MB4	P	\$3,355.371280	\$4,697.519840	\$7,269.97	\$10,177.96	\$87,239.65	\$122,135.52
01693	Senior Public Defenders Invest		UPH	N	\$43.410466	\$54.268020	\$7,524.48	\$9,406.46	\$90,293.77	\$112,877.48
00919	Senior Public Works Inspector		UPJ	N	\$31.922944	\$44.881191	\$5,533.31	\$7,779.41	\$66,399.72	\$93,352.88
01002	Senior Real Property Agent		UPH	P	\$2,742.082000	\$3,665.970080	\$5,941.18	\$7,942.94	\$71,294.13	\$95,315.22
00149	Senior Speech Pathologist		UPT	N	\$34.021279	\$47.461228	\$5,897.02	\$8,226.61	\$70,764.26	\$98,719.35
00606	Senior Tree Trimmer		EOS	N	\$26.940909	\$30.964018	\$4,669.76	\$5,367.10	\$56,037.09	\$64,405.16
00362	Senior Veterinary Techn - Reg		UPT	N	\$28.110055	\$39.465994	\$4,872.41	\$6,840.77	\$58,468.91	\$82,089.27
00335	Service Desk Technician		UPT	N	\$21.557994	\$30.252553	\$3,736.72	\$5,243.78	\$44,840.63	\$62,925.31
01760	Sheriff	Y	MES	P	\$12,115.811920	\$12,115.811920	\$26,250.93	\$26,250.93	\$315,011.11	\$315,011.11
01364	Sheriff Cadet I		UPC	N	\$15.000000	\$17.241592	\$2,600.00	\$2,988.54	\$31,200.00	\$35,862.51
01365	Sheriff Cadet II		UPC	N	\$15.000000	\$19.468676	\$2,600.00	\$3,374.57	\$31,200.00	\$40,494.85
00532	Sheriff's Bureau Manager		MB3	P	\$5,286.536960	\$7,401.877200	\$11,454.16	\$16,037.40	\$137,449.96	\$192,448.81
01698	Sheriff's Captain		MS3	P	\$5,028.834640	\$7,041.058560	\$10,895.81	\$15,255.63	\$130,749.70	\$183,067.52
01034	Sheriff's Comm Training Coord		MB4	N	\$42.989597	\$60.191334	\$7,451.53	\$10,433.16	\$89,418.36	\$125,197.97
00533	Sheriff's Dir Emergency Srvs	Y	MB2	P	\$5,783.151440	\$8,097.206320	\$12,530.16	\$17,543.95	\$150,361.94	\$210,527.36
00508	Sheriff's Records Supervisor I		UPJ	N	\$22.999063	\$32.198688	\$3,986.50	\$5,581.11	\$47,838.05	\$66,973.27
00509	Sheriff's Records SupervisorII		UPJ	N	\$24.723992	\$34.613590	\$4,285.49	\$5,999.69	\$51,425.90	\$71,996.27
00544	Sheriff's Records Technician I		UPC	N	\$17.580728	\$24.613020	\$3,047.33	\$4,266.26	\$36,567.91	\$51,195.08
00545	Sheriff's Records TechnicianII		UPC	N	\$19.901840	\$27.862575	\$3,449.65	\$4,829.51	\$41,395.83	\$57,954.16
00525	Sheriff's Senior Manager I		MB4	P	\$3,875.915920	\$5,434.436400	\$8,397.82	\$11,774.61	\$100,773.81	\$141,295.35
00524	Sheriff's Senior Manager II		MB3	P	\$4,687.452240	\$6,563.075680	\$10,156.15	\$14,220.00	\$121,873.76	\$170,639.97
00546	Sheriff's Senior Records Techn		UPC	N	\$21.394478	\$29.952268	\$3,708.38	\$5,191.73	\$44,500.51	\$62,300.72
01780	Sheriff's Sergeant		DSS	N	\$50.203020	\$70.382948	\$8,701.86	\$12,199.71	\$104,422.28	\$146,396.53
01538	Sheriff's Service Tech I		CST	N	\$21.887891	\$32.130180	\$3,793.90	\$5,569.23	\$45,526.81	\$66,830.77
01539	Sheriff's Service Tech II		CST	N	\$23.462982	\$35.303424	\$4,066.92	\$6,119.26	\$48,803.00	\$73,431.12
01031	Sheriff's Tech Commun Spec I		UPT	N	\$29.932973	\$41.906432	\$5,188.38	\$7,263.78	\$62,260.58	\$87,165.38
01032	Sheriff's Tech Commun Spec II		UPT	N	\$31.372039	\$43.920449	\$5,437.82	\$7,612.88	\$65,253.84	\$91,354.53
00582	Small Claims Advisor		UPH	N	\$24.741770	\$34.616439	\$4,288.57	\$6,000.18	\$51,462.88	\$72,002.19
01791	Social Worker I		UWS	N	\$18.088686	\$25.314504	\$3,135.37	\$4,387.85	\$37,624.47	\$52,654.17
01790	Social Worker II		UWS	N	\$22.826636	\$29.117293	\$3,956.62	\$5,047.00	\$47,479.40	\$60,563.97
01789	Social Worker III		UWS	N	\$23.343581	\$31.176267	\$4,046.22	\$5,403.89	\$48,554.65	\$64,846.64
01788	Social Worker IV		UWS	N	\$24.939030	\$34.954737	\$4,322.77	\$6,058.82	\$51,873.18	\$72,705.85
00136	Speech Pathologist		UPH	N	\$31.449669	\$43.873086	\$5,451.28	\$7,604.67	\$65,415.31	\$91,256.02
01075	Sr Behavioral Health Manager		MB3	P	\$4,034.727040	\$5,649.170880	\$8,741.91	\$12,239.87	\$104,902.90	\$146,878.44
00437	Sr Deputy Executive Officer	Y	MB2	P	\$5,585.641920	\$7,820.777920	\$12,102.22	\$16,945.02	\$145,226.69	\$203,340.23
00269	Sr Digital Sys Electronic Tech		EOS	N	\$35.793035	\$45.064454	\$6,204.13	\$7,811.17	\$74,449.51	\$93,734.06
01037	Sr Medical Examiner Investigtr		SIT	N	\$40.701434	\$54.563438	\$7,054.92	\$9,457.66	\$84,658.98	\$113,491.95
00231	Sr Registered Nurse - Amb Care		NCN	N	\$45.521663	\$54.427822	\$7,890.42	\$9,434.16	\$94,685.06	\$113,209.87
00307	Sr Registered Nurse-Hospital		NCN	N	\$46.885563	\$56.059842	\$8,126.83	\$9,717.04	\$97,521.97	\$116,604.47
00234	Sr Registered Nurse-MH AcuteCr		NCN	N	\$52.329512	\$62.564602	\$9,070.45	\$10,844.53	\$108,845.38	\$130,134.37

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00233	Sr Registered Nurse-MentalHlth		NCN	N	\$48.669126	\$58.193121	\$8,435.98	\$10,086.81	\$101,231.78	\$121,041.69
00301	Sr Registered Nurse-PublicHlth		NCN	N	\$45.020398	\$53.821642	\$7,803.54	\$9,329.08	\$93,642.43	\$111,949.02
00463	Sr Water/Wastewater Srv Wrkr		UPI	N	\$32.603608	\$44.014909	\$5,651.29	\$7,629.25	\$67,815.50	\$91,551.01
01746	Staff Engineer		MB3	P	\$4,146.107120	\$5,804.549680	\$8,983.23	\$12,576.52	\$107,798.79	\$150,918.29
01744	Staff Geologist		VPE	P	\$2,962.821040	\$4,228.220800	\$6,419.45	\$9,161.15	\$77,033.35	\$109,933.74
01802	Staff Psychologist		UPH	P	\$3,257.461040	\$4,223.689360	\$7,057.83	\$9,151.33	\$84,693.99	\$109,815.92
01709	Staff/Services Manager I		MB4	P	\$2,999.467200	\$4,199.665680	\$6,498.85	\$9,099.28	\$77,986.15	\$109,191.31
01710	Staff/Services Manager II		MB3	P	\$3,215.920800	\$4,502.730880	\$6,967.83	\$9,755.92	\$83,613.94	\$117,071.00
N1710	Staff/Services Manager II-NE		MB3	N	\$40.199010	\$56.284136	\$6,967.83	\$9,755.92	\$83,613.94	\$117,071.00
01711	Staff/Services Manager III		MB3	P	\$3,449.776480	\$4,830.160960	\$7,474.52	\$10,465.35	\$89,694.19	\$125,584.18
01707	Staff/Services Specialist I		UPJ	N	\$31.152042	\$44.644379	\$5,399.69	\$7,738.36	\$64,796.25	\$92,860.31
01708	Staff/Services Specialist II		UPJ	N	\$33.613165	\$48.004789	\$5,826.28	\$8,320.83	\$69,915.38	\$99,849.96
01805	Stationary Engineer		EOS	N	\$37.021647	\$38.844863	\$6,417.09	\$6,733.11	\$77,005.03	\$80,797.32
01405	Sterile Processing Techncn I		UPT	N	\$17.054000	\$23.875600	\$2,956.03	\$4,138.44	\$35,472.32	\$49,661.25
01406	Sterile Processing Techncn II		UPT	N	\$18.310611	\$25.634856	\$3,173.84	\$4,443.38	\$38,086.07	\$53,320.50
01821	Student Worker I		UST	N	\$15.000000	\$15.000000	\$2,600.00	\$2,600.00	\$31,200.00	\$31,200.00
01822	Student Worker II		UST	N	\$15.000000	\$15.000000	\$2,600.00	\$2,600.00	\$31,200.00	\$31,200.00
00237	Student Worker III		UST	N	\$15.750000	\$15.750000	\$2,730.00	\$2,730.00	\$32,760.00	\$32,760.00
01845	Superior Court Judge	Y	XBJ	P	\$8,656.692240	\$8,656.692240	\$18,756.17	\$18,756.17	\$225,074.00	\$225,074.00
00649	Supervising Accounting Techncn		UPJ	N	\$26.793850	\$37.511393	\$4,644.27	\$6,501.97	\$55,731.21	\$78,023.70
00511	Supervising Ag Insp/Biolgst		UPJ	N	\$30.837585	\$43.172619	\$5,345.18	\$7,483.25	\$64,142.18	\$89,799.05
00882	Supervising Animal Care Techn		UPT	N	\$23.085539	\$32.319755	\$4,001.49	\$5,602.09	\$48,017.92	\$67,225.09
00244	Supervising Animal Control Ofr		UPJ	N	\$23.178768	\$32.420568	\$4,017.65	\$5,619.57	\$48,211.84	\$67,434.78
00960	Supervising Appraiser		UPJ	P	\$3,155.838080	\$4,639.550080	\$6,837.65	\$10,052.36	\$82,051.79	\$120,628.30
00977	Supervising Assessor's Tech		UPJ	P	\$2,098.944240	\$2,686.922480	\$4,547.71	\$5,821.67	\$54,572.55	\$69,859.98
00980	Supervising Auditor-Appraiser		UPJ	P	\$2,763.530320	\$4,639.550080	\$5,987.65	\$10,052.36	\$71,851.79	\$120,628.30
00289	Supervising CSS Cust Serv Rep		UPJ	N	\$29.674088	\$37.986527	\$5,143.51	\$6,584.33	\$61,722.10	\$79,011.98
00065	Supervising Child Support Spec		UPJ	N	\$28.238374	\$40.468732	\$4,894.65	\$7,014.58	\$58,735.82	\$84,174.96
00631	Supervising Chld Spt Dist Spec		UPJ	N	\$29.674090	\$37.986529	\$5,143.51	\$6,584.33	\$61,722.11	\$79,011.98
00422	Supervising Contract Sup Spec		UPJ	N	\$22.765892	\$31.142691	\$3,946.09	\$5,398.07	\$47,353.06	\$64,776.80
00279	Supervising Data Entry Operatr		UPJ	N	\$17.473066	\$24.508240	\$3,028.66	\$4,248.09	\$36,343.98	\$50,977.14
01875	Supervising Deputy Prob Ofr		MB3	P	\$3,078.300400	\$4,310.042720	\$6,669.65	\$9,338.43	\$80,035.81	\$112,061.11
01566	Supervising Environ Hlth Spec		UPJ	P	\$2,945.543600	\$4,134.052080	\$6,382.01	\$8,957.11	\$76,584.13	\$107,485.35
01948	Supervising Forensic Scientist		UPJ	N	\$44.177928	\$65.088682	\$7,657.51	\$11,282.04	\$91,890.09	\$135,384.46
01342	Supervising Library Technician		UPJ	N	\$22.635992	\$31.689994	\$3,923.57	\$5,492.93	\$47,082.86	\$65,915.19
00873	Supervising Park Ranger		UPJ	N	\$21.776906	\$30.501234	\$3,774.66	\$5,286.88	\$45,295.96	\$63,442.57
00785	Supervising Public Def Invest		UPH	N	\$48.233164	\$60.297573	\$8,360.42	\$10,451.58	\$100,324.98	\$125,418.95
01902	Supervising Public Hlth Nurse		MB4	P	\$3,354.706720	\$4,697.049760	\$7,268.53	\$10,176.94	\$87,222.37	\$122,123.29
01033	Supervising Sheriff's TC Spec		UPJ	N	\$39.995150	\$55.999423	\$6,932.49	\$9,706.57	\$83,189.91	\$116,478.80
01249	Supervising Therapist I		UPJ	P	\$3,253.297680	\$4,787.665280	\$7,048.81	\$10,373.27	\$84,585.74	\$124,479.30
01251	Supervising Therapist II		UPJ	P	\$3,492.096400	\$4,898.435920	\$7,566.21	\$10,613.28	\$90,794.51	\$127,359.33
01204	Supervising Weights & Msrs Ins		UPJ	P	\$2,340.591200	\$3,283.069440	\$5,071.28	\$7,113.32	\$60,855.37	\$85,359.81
01514	Supervising Welfare Frd Inv		SIU	N	\$33.452800	\$44.845782	\$5,798.49	\$7,773.27	\$69,581.82	\$93,279.23

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
00275	Supervisor-Hospital Spprt Svcs		UPJ	N	\$20.924832	\$28.212320	\$3,626.97	\$4,890.14	\$43,523.65	\$58,681.63
01379	Supervisor-Laundry Services		UPJ	N	\$19.834088	\$26.741704	\$3,437.91	\$4,635.23	\$41,254.90	\$55,622.74
01148	Supervisor-Mntl Hlth Svcs		MB4	P	\$3,433.601520	\$4,807.513680	\$7,439.47	\$10,416.28	\$89,273.64	\$124,995.36
01540	Supervisor-Mntl Hlth Svcs-Inpt		MB4	P	\$4,388.511840	\$6,143.916960	\$9,508.44	\$13,311.82	\$114,101.31	\$159,741.84
01541	Supervisor-Public Hlth Svcs		MB4	P	\$3,431.403840	\$4,804.436000	\$7,434.71	\$10,409.61	\$89,216.50	\$124,915.34
01956	Supervisor-Public Safety Disp		UPJ	N	\$40.150290	\$56.216645	\$6,959.38	\$9,744.22	\$83,512.60	\$116,930.62
01137	Supervisor-Public Works Maint		UPJ	N	\$28.522461	\$39.960753	\$4,943.89	\$6,926.53	\$59,326.72	\$83,118.37
01001	Supervisor-Sheriff Food Svcs		UPI	N	\$28.432997	\$35.863073	\$4,928.39	\$6,216.27	\$59,140.63	\$74,595.19
01920	Supervisors Admin Asst I	Y	MB4	P	\$2,995.524080	\$4,193.733280	\$6,490.30	\$9,086.42	\$77,883.63	\$109,037.07
01921	Supervisors Admin Asst II	Y	MB3	P	\$3,133.926480	\$4,387.926960	\$6,790.17	\$9,507.18	\$81,482.09	\$114,086.10
00587	Supervisors Executive Aide I	Y	MB4	P	\$2,388.351440	\$3,123.765360	\$5,174.76	\$6,768.16	\$62,097.14	\$81,217.90
00577	Supervisors Executive Aide II	Y	MB4	P	\$2,673.743920	\$3,743.242080	\$5,793.11	\$8,110.36	\$69,517.34	\$97,324.29
00819	Supervisors Sr Admin Assistant	Y	MB3	P	\$3,351.306080	\$4,692.288560	\$7,261.16	\$10,166.63	\$87,133.96	\$121,999.50
01536	Supervisors Sr Executive Aide	Y	MB4	P	\$2,795.829120	\$3,914.160480	\$6,057.63	\$8,480.68	\$72,691.56	\$101,768.17
01924	Survey Technician I		UPT	N	\$22.308595	\$31.155691	\$3,866.82	\$5,400.32	\$46,401.88	\$64,803.84
01925	Survey Technician II		UPT	N	\$23.909857	\$33.374947	\$4,144.38	\$5,784.99	\$49,732.50	\$69,419.89
01926	Survey Technician III		UPT	N	\$25.294402	\$35.569272	\$4,384.36	\$6,165.34	\$52,612.36	\$73,984.09
01927	Survey Technician IV		UPT	N	\$27.566866	\$38.650682	\$4,778.26	\$6,699.45	\$57,339.08	\$80,393.42
00312	Surveyor I		VPE	P	\$2,219.269120	\$3,343.268720	\$4,808.42	\$7,243.75	\$57,701.00	\$86,924.99
00313	Surveyor II		VPE	P	\$2,637.237040	\$3,967.391200	\$5,714.01	\$8,596.01	\$68,568.16	\$103,152.17
00314	Surveyor III		VPE	P	\$2,881.307920	\$4,328.912160	\$6,242.83	\$9,379.31	\$74,914.01	\$112,551.72
00315	Surveyor IV		VPE	P	\$3,199.826080	\$4,794.749120	\$6,932.96	\$10,388.62	\$83,195.48	\$124,663.48
01531	Technical Specialist I-C		MCC	N	\$16.359963	\$22.903948	\$2,835.73	\$3,970.02	\$34,028.72	\$47,640.21
00515	Technical Specialist I-MB		MB4	N	\$16.314940	\$22.840920	\$2,827.92	\$3,959.09	\$33,935.08	\$47,509.11
00560	Technical Specialist I-PH		UPH	N	\$15.000000	\$17.996269	\$2,600.00	\$3,119.35	\$31,200.00	\$37,432.24
00561	Technical Specialist I-PI		UPI	N	\$15.000000	\$18.159639	\$2,600.00	\$3,147.67	\$31,200.00	\$37,772.05
01532	Technical Specialist II-C		MCC	N	\$18.725458	\$26.215641	\$3,245.75	\$4,544.04	\$38,948.95	\$54,528.53
00516	Technical Specialist II-MB		MB4	N	\$18.673924	\$26.143497	\$3,236.81	\$4,531.54	\$38,841.76	\$54,378.47
00563	Technical Specialist II-PH		UPH	N	\$15.000000	\$20.765132	\$2,600.00	\$3,599.29	\$31,200.00	\$43,191.47
00564	Technical Specialist II-PI		UPI	N	\$14.997185	\$20.942800	\$2,599.51	\$3,630.09	\$31,194.14	\$43,561.02
01533	Technical Specialist III-C		MCC	N	\$21.506354	\$30.108899	\$3,727.77	\$5,218.88	\$44,733.22	\$62,626.51
00519	Technical Specialist III-MB		MB4	N	\$21.447174	\$30.026043	\$3,717.51	\$5,204.51	\$44,610.12	\$62,454.17
00566	Technical Specialist III-PH		UPH	N	\$17.119101	\$23.958440	\$2,967.31	\$4,152.80	\$35,607.73	\$49,833.56
00567	Technical Specialist III-PI		UPI	N	\$17.281959	\$24.152311	\$2,995.54	\$4,186.40	\$35,946.47	\$50,236.81
01534	Technical Specialist IV-C		MCC	N	\$25.810490	\$36.134684	\$4,473.82	\$6,263.35	\$53,685.82	\$75,160.14
00521	Technical Specialist IV-MB		MB4	N	\$25.739463	\$36.038783	\$4,461.51	\$6,246.72	\$53,538.08	\$74,960.67
00569	Technical Specialist IV-PH		UPH	N	\$20.718425	\$29.000958	\$3,591.19	\$5,026.83	\$43,094.32	\$60,321.99
00572	Technical Specialist IV-PI		UPI	N	\$20.870658	\$29.222496	\$3,617.58	\$5,065.23	\$43,410.97	\$60,782.79
01504	Telecom Network Analyst I		UPH	N	\$20.233368	\$28.357369	\$3,507.12	\$4,915.28	\$42,085.41	\$58,983.33
01505	Telecom Network Analyst II		UPH	N	\$26.684888	\$37.560163	\$4,625.38	\$6,510.43	\$55,504.57	\$78,125.14
01506	Telecom Network Analyst III		UPH	N	\$35.987980	\$50.515437	\$6,237.92	\$8,756.01	\$74,855.00	\$105,072.11
01701	Telecom Network Installer I		EOS	N	\$18.932307	\$23.952872	\$3,281.60	\$4,151.83	\$39,379.20	\$49,821.97
01704	Telecom Network Installer II		EOS	N	\$24.767743	\$31.208099	\$4,293.08	\$5,409.40	\$51,516.91	\$64,912.85

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX
=====										
01869	Telecom Network Installer III		EOS	N	\$27.070665	\$34.111851	\$4,692.25	\$5,912.72	\$56,306.98	\$70,952.65
01500	Telecom Network Specialist I		EOS	N	\$30.094849	\$37.921580	\$5,216.44	\$6,573.07	\$62,597.29	\$78,876.89
01501	Telecom Network Specialist II		EOS	N	\$32.805984	\$41.347417	\$5,686.37	\$7,166.89	\$68,236.45	\$86,002.63
01502	Telecom Network Specialist III		EOS	N	\$35.793040	\$45.068870	\$6,204.13	\$7,811.94	\$74,449.52	\$93,743.25
01503	Telecom Network Supervisor		UPJ	N	\$31.152597	\$43.718104	\$5,399.78	\$7,577.80	\$64,797.40	\$90,933.66
01407	Telemetry Technician		UPT	N	\$18.988783	\$25.634856	\$3,291.39	\$4,443.38	\$39,496.67	\$53,320.50
TERMI	Terminated Employee		QNU	N	\$0.000000	\$0.000000	\$0.00	\$0.00	\$0.00	\$0.00
00252	Tile Setter		EOS	N	\$31.453882	\$32.981501	\$5,452.01	\$5,716.79	\$65,424.07	\$68,601.52
00761	Tire Specialist		UPI	N	\$18.922878	\$26.476730	\$3,279.97	\$4,589.30	\$39,359.59	\$55,071.60
01013	Transportation Operator		EOS	N	\$27.881854	\$32.195296	\$4,832.85	\$5,580.52	\$57,994.26	\$66,966.22
01975	Treasurer-Tax Collector	Y	MME	P	\$8,455.845360	\$8,455.845360	\$18,321.00	\$18,321.00	\$219,851.98	\$219,851.98
01981	Tree Trimmer I		EOS	N	\$22.721472	\$26.042033	\$3,938.39	\$4,513.95	\$47,260.66	\$54,167.43
01980	Tree Trimmer II		EOS	N	\$25.309716	\$29.060044	\$4,387.02	\$5,037.07	\$52,644.21	\$60,444.89
01995	Undersheriff	Y	MS2	P	\$7,332.923120	\$10,266.092080	\$15,888.00	\$22,243.20	\$190,656.00	\$266,918.39
00363	Veterinarian		MB3	P	\$4,440.951280	\$6,217.331520	\$9,622.06	\$13,470.88	\$115,464.73	\$161,650.62
00517	Veterinary Assistant		UPH	N	\$15.853483	\$26.422470	\$2,747.94	\$4,579.89	\$32,975.24	\$54,958.74
00365	Veterinary Technician-Registrd		UPT	N	\$24.443526	\$34.318256	\$4,236.88	\$5,948.50	\$50,842.53	\$71,381.97
00584	Victim Advocate I		UPT	N	\$17.977161	\$25.105178	\$3,116.04	\$4,351.56	\$37,392.49	\$52,218.77
00585	Victim Advocate II		UPT	N	\$19.194247	\$26.917342	\$3,327.00	\$4,665.67	\$39,924.03	\$55,988.07
00586	Victim Advocate III		UPT	N	\$21.402198	\$30.097005	\$3,709.71	\$5,216.81	\$44,516.57	\$62,601.77
02111	WIC Nutrition Assistant I		UPI	N	\$15.036356	\$18.084819	\$2,606.30	\$3,134.70	\$31,275.62	\$37,616.42
02112	WIC Nutrition Assistant II		UPI	N	\$16.218813	\$22.819130	\$2,811.26	\$3,955.32	\$33,735.13	\$47,463.79
02113	WIC Nutrition Assistant III		UPI	N	\$18.471441	\$25.784233	\$3,201.72	\$4,469.27	\$38,420.60	\$53,631.20
00674	WIOA Executive Director	Y	MB2	P	\$4,628.353280	\$6,171.742560	\$10,028.10	\$13,372.11	\$120,337.19	\$160,465.31
00316	Warehouse Coordinator		UPI	N	\$19.276859	\$26.990250	\$3,341.32	\$4,678.31	\$40,095.87	\$56,139.72
00318	Warehouse Manager		MB4	P	\$2,046.193920	\$2,818.249040	\$4,433.42	\$6,106.21	\$53,201.04	\$73,274.48
00317	Warehouse Supervisor		UPJ	N	\$21.564467	\$30.193211	\$3,737.84	\$5,233.49	\$44,854.09	\$62,801.88
00271	Water Resources Specialist I		UPT	N	\$24.357944	\$34.162518	\$4,222.04	\$5,921.50	\$50,664.52	\$71,058.04
00276	Water Resources Specialist II		UPT	N	\$27.368485	\$38.388617	\$4,743.87	\$6,654.03	\$56,926.45	\$79,848.32
00277	Water Resources Specialist III		UPT	N	\$30.075254	\$42.185295	\$5,213.04	\$7,312.12	\$62,556.53	\$87,745.41
00278	Water Resources Specialist IV		UPT	N	\$34.205912	\$47.988502	\$5,929.02	\$8,318.01	\$71,148.30	\$99,816.08
00469	Water/Wastewater Lab Manager		MB3	P	\$3,333.409920	\$4,667.231440	\$7,222.39	\$10,112.33	\$86,668.66	\$121,348.02
00460	Water/Wastewater Srv Wrkr Asst		UPI	N	\$21.096916	\$27.426061	\$3,656.80	\$4,753.85	\$43,881.59	\$57,046.21
00464	Water/Wastewater Srvcs Sprvsr		UPJ	N	\$39.124402	\$52.817916	\$6,781.56	\$9,155.11	\$81,378.76	\$109,861.27
00461	Water/Wastewater Srvcs Wrkr I		UPI	N	\$24.531870	\$31.891387	\$4,252.19	\$5,527.84	\$51,026.29	\$66,334.08
00462	Water/Wastewater Srvcs Wrkr II		UPI	N	\$28.214698	\$36.679079	\$4,890.55	\$6,357.71	\$58,686.57	\$76,292.48
00467	Water/Wastewater Svcs Sprndnt		MB4	P	\$3,478.148320	\$4,869.407600	\$7,535.99	\$10,550.38	\$90,431.86	\$126,604.60
00468	Water/Wastwater Lab Technician		UPT	N	\$25.522072	\$35.730971	\$4,423.83	\$6,193.37	\$53,085.91	\$74,320.42
01201	Weights & Measures Inspec I		UPT	N	\$23.615033	\$33.525555	\$4,093.27	\$5,811.10	\$49,119.27	\$69,733.15
01202	Weights & Measures Inspec II		UPT	N	\$24.665841	\$35.140507	\$4,275.41	\$6,091.02	\$51,304.95	\$73,092.25
01203	Weights & Measures Inspec III		UPT	N	\$26.424250	\$37.056737	\$4,580.20	\$6,423.17	\$54,962.44	\$77,078.01
01681	Welfare Investigator I		SIU	N	\$26.928432	\$36.099752	\$4,667.59	\$6,257.29	\$56,011.14	\$75,087.48
01680	Welfare Investigator II		SIU	N	\$28.946705	\$38.806652	\$5,017.43	\$6,726.49	\$60,209.15	\$80,717.84

JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL		
		WILL	CODE	STAT	MIN	MAX	MIN	MAX	MIN	MAX	
=====											
01679	Welfare Investigator III		SIU	N	\$31.754607	\$42.570479	\$5,504.13	\$7,378.88	\$66,049.58	\$88,546.60	

End of Report

November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 South Victoria Avenue, Suite 200
Ventura, CA 93003

SUBJECT: PEPRA ANNUAL COMPENSATION LIMIT FOR 2023

Dear Board Members,

The California Public Employees' Pension Reform Act (PEPRA) limits the pensionable compensation used in the calculation of retirement benefits. Specifically, the PEPRA statutes set an initial limit of the Social Security maximum, or 120% of the maximum for member plans not integrated with Social Security. VCERA General Member plans are integrated with Social Security, while the Safety Member plans are not. Additionally, PEPRA instructs "retirement systems" to adjust the compensation limit annually for inflation based upon annual changes to the Consumer Price Index for All Urban Consumers.

As an advisory organization, the California Actuarial Advisory Panel (CAAP) issues a letter annually for California public retirement systems, detailing its calculation of the PEPRA compensation limits. In March of 2014, the VCERA Board of Retirement directed staff to identify the annual adjustments to the PEPRA compensation limits and submit them to the Board for approval. In October 2022, CAAP again calculated the compensation limit amounts using the required criteria, with the results producing an increase to both amounts, as follows:

- \$146,042 (integrated with Social Security)
- \$175,250 (not integrated with Social Security)

The calculation steps are detailed in the full published letter, which is attached.

RECOMMENDED ACTION: ADOPT THE 2022 PEPRA COMPENSATION LIMITS OF \$146,042 AND \$175,250 AS CALCULATED BY THE CALIFORNIA ACTUARIAL ADVISORY PANEL (CAAP).

I would be pleased to respond to any questions at our November 28, 2022, meeting.

Sincerely,



Linda Webb
Retirement Administrator

California Actuarial Advisory Panel



Paul Angelo
Senior Vice President
and Actuary
Segal
Chairperson

John Bartel
Vice Chairperson
Retired

David Driscoll
Principal and Consulting
Actuary
Buck Consultants, LLC

Anne Harper
Principal Consulting
Actuary
Cheiron, Inc.

David Lamoureux
Deputy System Actuary
California State Teachers'
Retirement System

Graham Schmidt
Consulting Actuary
Cheiron, Inc.

Todd Tauzer
Vice President and
Consulting Actuary
Segal

Scott Terando
Chief Actuary
CalPERS

October 28, 2022

**SUBJECT: PEPRA Compensation Limit for 2023
(Code Section 7522.10)**

To Whom It May Concern:

Pursuant to a request from a Public Agency, the California Actuarial Advisory Panel (the Panel) is publishing this letter to provide a calculation of the Pension Compensation Limits for the Calendar Year 2023.

Background

Pursuant to Government Code section 7507.2(b), the responsibilities of the Panel include “Replying to policy questions from public retirement systems in California” and “Providing comment upon request by public agencies.” In 2013, members of the Panel received a request from a public retirement system (the San Joaquin County Employees’ Retirement Association) to compute and publish the annual compensation limit prescribed by the California Public Employees’ Pension Reform Act of 2013 (PEPRA), as amended by Senate Bill No. 13 (SB 13). This request was made to address a concern that minor calculation or rounding differences could result in different systems calculating slightly different pension compensation limits.

The Panel agreed to calculate the dollar amounts of the pension compensation limits for 2014 and future years, as we believe that the use of a uniform compensation limit will provide administrative benefits to California’s public retirement systems. However, as the Panel is an advisory body only (Government Code section 7507.2(e) states that “The opinions of the California Actuarial Advisory Panel are nonbinding and advisory only”), the Panel encourages each system to independently review the calculation of the pension compensation limits contained in this letter.

Analysis

Section 7522.10 of the Government Code is as follows:

7522.10. (a) On and after January 1, 2013, each public retirement system shall modify its plan or plans to comply with the requirements of this section for each public employer that participates in the system.

(b) Whenever pensionable compensation, as defined in Section 7522.34, is used in the calculation of a benefit, the pensionable compensation shall be subject to the limitations set forth in subdivision (c).

(c) The pensionable compensation used to calculate the defined benefit paid to a new member who retires from the system shall not exceed the following applicable percentage of the contribution and benefit base specified in Section 430(b) of Title 42 of the United States Code on January 1, 2013:

(1) One hundred percent for a member whose service is included in the federal system.

(2) One hundred twenty percent for a member whose service is not included in the federal system.

(d) (1) The retirement system shall adjust the pensionable compensation described in subdivision (c) based on the annual changes to the Consumer Price Index for All Urban Consumers: U.S. City Average, calculated by dividing the Consumer Price Index for All Urban Consumers: U.S. City Average, for the month of September in the calendar year preceding the adjustment by the Consumer Price Index for All Urban Consumers: U.S. City Average, for the month of September of the previous year rounded to the nearest thousandth. The adjustment shall be effective annually on January 1, beginning in 2014.

The annual pensionable compensation limit computed by the Panel for 2022 was \$134,974 for those included in the federal Social Security system and \$161,969 for those not included.

The Consumer Price Indices for All Urban Consumers (CPI-U) U.S. City Average for the months of September 2021 and 2022 are as follows¹:

- September, 2022: 296.808
- September, 2021: 274.310

The annual change, computed by dividing the 2022 Index by the 2021 Index, rounded to the nearest thousandth is as follows:

- $296.808 \div 274.310 = 1.082$

¹ <http://data.bls.gov/timeseries/CUUR0000SA0>

Applying this annual adjustment to the 2022 limits yields the following limits for calendar year 2023:

- $\$134,974 \times 1.082 = \$146,042$ (included in federal system)
- $\$161,969 \times 1.082 = \$175,250$ (not included in federal system)

The indexation of the maximum compensation to be used by CalSTRS using the February CPI-U, based on AB 1381 passed by the legislature in 2013, is not addressed in this letter.

Conclusion

The calculations described above indicate the compensation limit for PEPRA members for Calendar Year 2023 will increase to \$146,042 for members participating in the federal system (7522.10(c)(1) limit) and \$175,250 for members not participating in the federal system (7522.10(c)(2) limit). The Panel intends to provide similar calculations in future years. The contents of this letter are nonbinding and advisory only, and we encourage each public retirement system to independently evaluate these calculations.

Sincerely,



Paul Angelo
Chair, California Actuarial Advisory Panel

cc: Panel members
John Bartel, Vice Chair
David Driscoll
Anne Harper
David Lamoureux
Graham Schmidt
Todd Tauzer
Scott Terando



November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 South Victoria Avenue, Suite 200
Ventura, CA 93003

SUBJECT: Board Authorization of VCERA's CIO Dan Gallagher to Accept on Behalf of VCERA the Advisory Board Seat offered for VWH Master Fund III

Dear Board Members:

Please authorize me to accept an invitation from VWH Capital Management to join VWH's Master Fund III's Limited Partner Advisory Board as VCERA's representative. Below is a summary description of the composition, role, and governance procedures of the Limited Partner Advisory Board (Advisory Board) for VWH Master Fund III.

Discussion

VWH intends to establish and maintain a Limited Partner Advisory Board or Advisory Committee (LPAC) which will have at least 3 voting members appointed by the GP. The GP may appoint one or more additional voting members to the LPAC. The role of an LPAC is to consult with a general partner (GP) and consent to certain actions under the LPA regarding governance issues such as material conflicts of interest, valuation methodologies, and approval of proposed investments that exceed certain concentration limits. Advisory Committee members expenses in attending meetings are paid by the Fund.

The appointment of any member to the LPAC is subject to and conditioned upon confidentiality and use restrictions on Partnership Information provided to such member. Partnership information provided to such member of the Advisory Board shall be maintained by such member in confidence and shall be subject to the same disclosure and use restrictions set forth in the Limited Partnership Agreement (LPA) as though such Partnership Information had been provided to a Limited Partner.

The Advisory Board may adopt rules and procedures relating to the conduct of its affairs, provided they are not inconsistent with the organizational documents of the relevant Fund. Neither the Advisory Board nor any member thereof (acting in such capacity) shall have the power to bind the Partnership or any authority to act for the Partnership or on its behalf.

The advantages to VCERA of advisory board membership are gathering a more detailed knowledge of the Fund investments than would otherwise be possible, and networking with other limited partners for knowledge of additional opportunities and risks in the asset class and in the

marketplace. Advisory board (in-person) meetings are frequently held the day before or the day after the Fund's annual meeting.

Supplemental advisory board meetings are mostly conducted via conference calls.

Attendance at the annual meeting offers attendees an opportunity to meet with members of the GP's team, and the time periods immediately before or after the annual meeting are frequently used to conduct manager due diligence since key GP personnel are available in one place at one time.

The disadvantages of participation on an advisory board are additional staff time commitments, and potential legal exposure for recommendations or decisions of the advisory board. Staff time required typically is preparation for and attendance at the actual advisory board meeting, plus one conference call per year.

Members of advisory boards as well as the Limited Partner who employs them are usually indemnified and held harmless, solely out of the assets of the Fund, from all loss or liability which they may incur by reason of their involvement in advising/consulting with respect to the activities of the Fund, unless such loss/liability results from fraud, gross negligence, bad faith, etc.

Advisory board seats are highly coveted in the industry by limited partners for their unique information advantage. These seats are generally offered to only a select, small subset of investors, and are most commonly offered to the largest investors in the Fund. Given the expected 'bite-size' of VCERA's future investments, I don't expect many advisory boards seat invitations going forward.

Attached is a copy of the emailed invitation.

I believe that acceptance of this advisory board seat offered by VWH for the private credit fund is in the best interest of VCERA, and therefore recommend the following:

RECOMMEND: Board Authorization of VCERA's CIO Dan Gallagher to Accept on Behalf of VCERA the Advisory Board Seat offered for WHH Master Fund III and Authorize Attendance at Future Advisory Board Meetings.

Sincerely,



Dan Gallagher
Chief Investment Officer

From: [Vivien Huang](#)
To: [Gallagher, Dan](#)
Subject: LPAC
Date: Monday, November 7, 2022 12:42:15 PM

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Dear Dan,

Thanks again for the help and support for VWH! It is a privilege to have you as our investor.

I would like to extend you an invitation to join VWH Fund III's Limited Partners Advisory Committee (LPAC). Your insights and wisdom will add great value to the committee, and we will be thrilled!

Regards,

Vivien Huang

VWH Capital Management, LP
888 7th Avenue, 10th Floor, New York, NY 10106
Phone: 212-468-5588
www.vwhcapital.com

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November 28, 2022

To: Linda Webb, Retirement Administrator

From: Leah Oliver, Chief Technology Officer

**SUBJECT: REQUEST FOR AUTHORIZATION FOR VCERA CTO TO PURSUE A THREE-YEAR
PRESIDENTIAL TERM ON THE PUBLIC RETIREMENT INFORMATION SYSTEMS
MANAGEMENT (PRISM) BOARD**

PRISM will be hosting elections for their three-year presidential Board term. First as the President-Elect, second as the President and then finally as the President Emeritus, commencing Spring 2023 through Spring 2026. I have the full support and backing of the current PRISM Board, and I am writing to request VCERA approval to run in this election for a three-year term.

During the first year of the Presidential term, the President-Elect assists the current President with the upcoming conference by finding keynote speakers, breakout session speakers and building the conference agenda. The President-Elect is also responsible for determining the location for the following years' conference which includes a site visit to the conference location to evaluate hotels, meals, and evening events.

During the second year of the Presidential term, the President-Elect transitions into the role of President. The President is responsible for hosting the Fall Board meeting at the upcoming conference location and taking care of hotel contract negotiations, approving invoices, event contracts, and being the face of PRISM at the conference itself.

Then during the third and final year the Presidential term, the President transitions into the role of President-Emeritus. The President-Emeritus is responsible for providing guidance to both the incoming President-Elect and the current President and assisting with the Fall Board meeting and conference duties as needed.

During each year of the Presidential term, there are 3 required trips: the Fall Board meeting, one site visit to the location of the upcoming conference year, and then the conference itself. The costs for

the site visits are covered by PRISM (except for minor costs such as mileage, parking, and meals during travel), therefore the costs to VCERA are minimal.

The time commitment for these roles for both the President-Elect and President is approximately 10-15 hours per month and as President-Emeritus approximately 5 hours per month. These time estimates do not include travel time, the annual site visit, the fall board meeting, or the conference itself. Should the need for extended support of PRISM be required, it would take place outside of VCERA business hours.

The additional financial cost to VCERA per fiscal year would be limited to an estimated \$3,500 - \$5,000, depending on location, as the travel cost for the annual PRISM conference is already budgeted.

I have confidence in my abilities to thrive in these roles without hindering the performance of my responsibilities as CTO of VCERA; however, should an issue with competing priorities arise, my priority would continue to be the needs of VCERA and address PRISM issues outside of VCERA business hours. Additionally, any PRISM-related travel from the office would occur only when my staff is well equipped to provide support to VCERA staff and trustees in my absence. I would further ensure my accessibility, should my guidance be required.

Thank you for your consideration.

November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 South Victoria Avenue, Suite 200
Ventura, CA 93003

SUBJECT: BOARD OF RETIREMENT MEETING CALENDAR FOR 2022

Dear Board Members:

VCERA's Bylaws and Regulations provide that the Board shall adopt an annual calendar for its regular meetings, and this is typically done near the end of each calendar year for the upcoming calendar year. The bylaws further provide that regular meetings shall be held on the first and third Monday of each month, though generally avoiding legal holidays and consecutive Mondays. The bylaws provide for meetings to be scheduled differently if approved by a majority of the Board.

The proposed calendar generally follows the first and third Monday schedule, with deviations for avoiding holidays and meetings on consecutive Mondays. As in recent years, August is shown as the "dark" month with no scheduled meeting, and April and December show only one meeting, where both disability and business matters will be conducted.

As was done for the 2022 calendar, there are months in which the business meeting is scheduled later in the month though the 3rd Monday falls earlier in the month. This is because investment reports are typically not available in time for the board agenda deadline, as not all data may have been received and finalized. Strictly adhering to a third Monday of the month requirement would result in either a very preliminary report being provided or having the report delayed until the following month. To ensure that the Board receives timely and effective investment reporting, the proposed calendar shows some business meetings on the fourth Monday of the month in months where the third Monday falls early in the month.

Staff will be happy to answer any questions at the November 28, 2022 business meeting.

RECOMMENDATION: APPROVE PROPOSED 2023 BOARD CALENDAR

Sincerely,



Linda Webb
Retirement Administrator

2023 PROPOSED BOARD OF RETIREMENT MEETING CALENDAR

JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Disability Meeting
 Business Meeting
 Holiday
 Combined Disability & Business Meeting



November 28, 2022

Board of Retirement
Ventura County Employees' Retirement Association
1190 South Victoria Avenue, Suite 200
Ventura, CA 93003

**SUBJECT: 2023 CALENDARS OF INVESTMENT PRESENTATIONS AND OF INVESTMENT
ON-SITE DUE DILIGENCE**

Dear Board Members:

Attached for your consideration and adoption are two calendars. One is a proposed calendar of 2023 investment presentations. The other is a proposed calendar of 2023 investment on-site due diligence visits. On-site due diligence visits were postponed from 2020 through September 2022 because of COVID related office shutdowns.

Please approve both calendars and authorize expenditures for investment on-site due diligence travel in accordance with the Board adopted Education and Travel Policy. Appropriations for on-site due diligence travel are included in the current year Board adopted budget, and the remainder of the calendar year travel costs will be included in the FY2023-2024 Budget.

IT IS RECOMMENDED THAT THE BOARD APPROVE:

- 1. THE PROPOSED 2023 CALENDARS FOR INVESTMENT PRESENTATIONS AND INVESTMENT ON-SITE DUE DILIGENCE AND,**
- 2. AUTHORIZE NECESSARY EXPENDITURES IN ACCORDANCE WITH THE BOARD'S ADOPTED TRAVEL POLICY AND BUDGET.**

Sincerely,

Dan Gallagher
Chief Investment Officer

VCERA 2023

INVESTMENT PRESENTATIONS CALENDAR

Meeting Date	Material Deadline	Meeting	Presentations	Items
1/9/2023	12/30/2022	Disability		
1/23/2023	1/13/2023	Business	Prudential – PRISA LaSalle Growth and Income	November and December 2022 <i>Monthly</i> Investment Performance Reports - NEPC
2/6/2023	1/27/2023	Disability		
2/27/2023	2/17/2023	Business	Adams Street UBS Real Estate	Q4 Investment Performance Report - NEPC January <i>Monthly</i> Investment Performance Report - NEPC
3/13/2023	3/3/2023	Disability		
3/27/2023	3/17/2023	Business	Pantheon HarbourVest	February <i>Monthly</i> Investment Performance Report - NEPC
4/17/2023	4/7/2023	Disability & Business	Sprucegrove State Street Abbott	March <i>Monthly</i> Investment Performance Reports - NEPC Private Equity Report- Abbott
5/1/2023	4/21/2023	Disability		
5/22/2023	5/12/2023	Business	PIMCO Bridgewater	April Monthly Investment Performance Reports - NEPC Q1 Investment Performance Report - NEPC
6/5/2023	5/26/2023	Disability		
6/26/2023	6/16/2023	Business	Parametric	May <i>Monthly</i> Investment Performance Report- NEPC
7/10/2023	6/30/2023	Disability		
7/24/2023	7/14/2023	Business	Walter Scott	June <i>Monthly</i> Investment Performance Report - NEPC
9/11/2023	9/1/2023	Disability		
9/25/2023	9/15/2023	Business	Board Retreat	Q2 Performance Report - NEPC July & August <i>Monthly</i> Performance - NEPC
10/2/2023	9/22/2023	Disability		
10/23/2023	10/13/2023	Business	Reams Western Abbott	September <i>Monthly</i> Investment Performance Report - NEPC Private Equity Report- Abbott CA Code Sect 7514.7 Annual Reports
11/6/2023	10/27/2023	Disability		
11/27/2023	11/17/2023	Business	Blackrock	Q3 Performance Report - NEPC; Annual Private Investments report - Abbott October <i>Monthly</i> Investment Performance Report - NEPC
12/18/2023	12/8/2023	Disability & Business	Loomis	

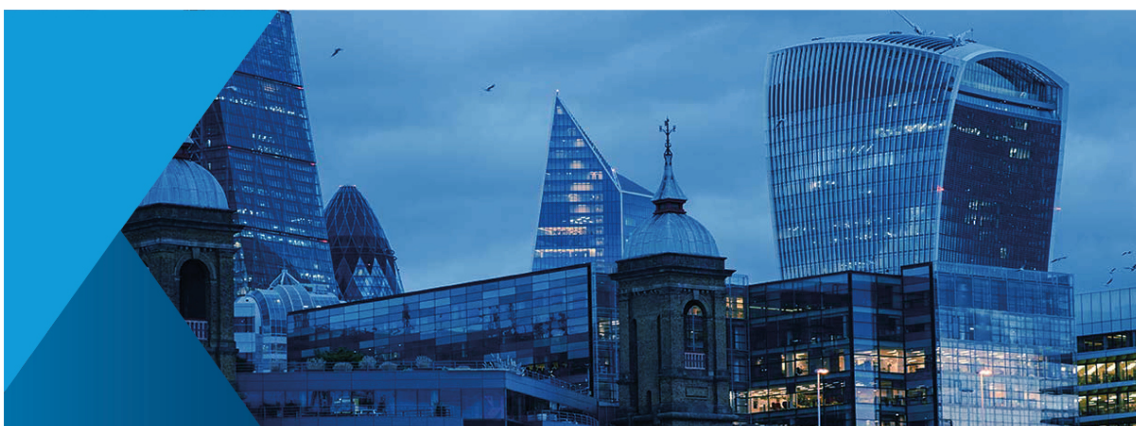
VCERA 2023 ON-SITE DUE DILIGENCE CALENDAR

DATE	INVESTMENT MANAGER / SERVICE PROVIDER	LOCATION
1Q2023	Western Asset Management	Pasadena
1Q2023	PIMCO	Newport Beach
2Q2023	Walter Scott	Edinburgh
3Q2023	Adams Street	Chicago
3Q2023	La Salle	Chicago
3Q2023	Parametric	Minneapolis
4Q2023	Prudential	New Jersey
4Q2023	Abbott	New York

Gallagher, Dan

From: Arcmont Asset Management <clientservices@Arcmont.com>
Sent: Thursday, October 27, 2022 4:29 AM
To: Gallagher, Dan
Subject: Arcmont Important Update

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Nuveen to Acquire Arcmont Asset Management

Today, we are announcing that Arcmont has agreed to become an affiliate of Nuveen, the investment management arm of TIAA. A copy of the press release appears [here](#).

This is an exciting and very important strategic step forward for Arcmont. Joining Nuveen will bring significant benefits for our business, and our ability to serve investors and borrowers, as we seek to take advantage of the rapidly growing global market opportunity in private debt.

TIAA is the leading US not-for-profit retirement benefits provider, serving 15,000 institutions and 5 million retail investors. Nuveen, TIAA's asset management subsidiary, manages c.\$1.1 trillion across a range of asset classes and has operations in 27 countries. Nuveen already owns another private debt and private equity investment affiliate, Churchill Asset Management, which is very similar to Arcmont, but operates solely in North America.

As an affiliate of Nuveen, we will continue to operate as usual under the Arcmont brand, managed by the current leadership team, including me as CEO, ensuring the continuity of

the existing Arcmont business. There will be no change to our team, investment committee or processes.

Although continuing to operate as distinct businesses, Arcmont and Churchill will work together in partnership under a new entity, Nuveen Private Capital, to drive synergies and create opportunities for investors and corporate borrowers across a broader range of products and financing options. We see significant benefits from the combination:

- **Global Scale** - Nuveen Private Capital will be one of the world's largest private debt managers, with more than \$60 billion in combined committed capital. With 240 investment and support professionals, Arcmont and Churchill serve a combined investor base of approximately 600 institutional and family office investors.
- **Enhanced market offering** – we expect to extend our market position in our core franchise of upper middle-market lending in Europe but, with our greater scale and enhanced capabilities, we will continue to target larger deals, including global financing options.
- **Complementary strategies** – with the support of Nuveen, we will collaborate with our new partners at Churchill to expand into new strategies, which are adjacent and complementary to our business, offering a broader range of products to investors.
- **Access to capital and distribution** – Nuveen will support our growth by giving us access to their distribution and capital. TIAA is the world's largest allocator to private debt and has made multi-billion commitments to Churchill's funds.
- **Strong alignment of interest** – as part of the transaction structure, the Arcmont and Churchill teams will become material shareholders in Nuveen Private Capital and Ken Kencel, President and CEO of Churchill, and I will become co-CEOs of Nuveen Private Capital, ensuring a strong long-term alignment between management, shareholders and investors. Our teams will continue to be incentivised through equity and carried interest as before.

With your support, Arcmont has become one of the leading private debt firms in Europe and one of the few lenders with the ability to execute larger transactions. The private debt industry in Europe has seen tremendous growth in recent years and we believe this is set to continue, particularly given the supportive macro market drivers. As transactions grow larger, scale is increasingly important, and this combination substantially enhances our ability to provide investors with access to high-quality and globally diversified private credit opportunities.

We look forward to discussing this with you in more detail and please do not hesitate to contact me, our Client Services team (clientservices@arcmont.com), or your respective Business Development contact if you have any questions.

Thank you for your support to date which is greatly appreciated. This is an exciting time for Arcmont and we look forward to continuing our partnership with you as we continue to expand and develop our business.

Kind Regards

Anthony Fobel



This email was sent by: Arcmont Asset Management Limited
5 Hanover Square, London, W1S 1HE, United Kingdom

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California Association of Public Retirement Systems

CALAPRS

EDUCATION • COMMUNICATION • NETWORKING

Register Now!

Advanced Course in Retirement Plan Administration

December 7-9, 2022

Hilton Oakland Airport - Oakland, CA

This course is part of CALAPRS' three-part Retirement Plan Administration series and is intended for the staff of CALAPRS member retirement systems. Participants may attend the Overview, Intermediate, and/or Advanced program as they choose, it is not required to attend in sequence.

This year's Advanced Course will be a series of business topics that will have a direct impact on public pensions in the coming years. This information should prove useful for staff operational planning. The Course has been designed to encourage active interaction between speakers and participants.

[Download the Agenda](#)

Registration:

All system staff members are welcome to register to attend. The program fee is \$500 per person and includes registration, materials, and provided meals per the agenda. Hotel reservations must be booked separately in the CALAPRS room block below.

[Register Now](#)

Hotel Reservations:

CALAPRS has secured a block of rooms at the host hotel, the Hilton Oakland Airport. Below is the link to book at the CALAPRS rate of \$159/night, which is **available until November 18** or sold out, whichever comes first.

[Make a Hotel Reservation Now](#)

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Contact CALAPRS

575 Market Street, Suite 400
San Francisco, CA 94105
P: 415.764.4860
F: 415.764.4915
info@calaprs.org
www.calaprs.org

From: Western Asset <clientservice@westernasset.com>
Sent: Thursday, November 17, 2022 10:43 AM
To: Gallagher, Dan <Dan.Gallagher@ventura.org>
Subject: Rose Parade 2023 Invitation

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SPECIAL INVITATION

Dear Dan,

We are delighted to invite you to join us in Pasadena on Monday, January 2, to watch the 2023 Tournament of Roses®.

The Rose Parade is witnessed each year by millions of people around the globe, and features a spectacular display of elaborately constructed floats, world-class marching bands and amazing equestrian groups. This year will be no exception!

We hope you and your family can attend this event. As our guests, you will have the rare opportunity to watch the parade from a premier location along the parade route: the balcony of the Western Asset building. This year's parade theme, Turning the Corner, is a call to share in the hope, beauty and joy of what 2023 will bring.

Our float, Welcome to the Jungle, celebrates the many forms of opportunity, numerous points of view and singular experiences of beauty that arise in a vibrant, rich and continuously changing world.

A buffet breakfast will be served starting at 7 a.m., and the parade will begin at 8 a.m.

Assuming this event is permissible under your Plan's travel and entertainment policy, we are pleased to extend an additional invitation to any Trustee or Board of Investment member who might also be interested in attending this year's parade. If you would like us to extend this invitation, please send the name and email address of such individuals to Kathy Young at kathy.young@westernasset.com, and we will send them the electronic invitation directly so they can easily submit their RSVP.

The favor of your reply is requested by December 16, 2022.

RSVP

If you are unable to attend the event, you can catch the televised broadcast of the parade on US networks such as ABC, NBC, RFD TV, Univision and, in the Los Angeles area, KTLA. The Rose Parade also airs in many countries around the world. Telecasts are live in Armenia, the Caribbean, Latin America and on American Forces Network. Outlets west of the International Dateline may schedule the broadcast in their time zone, or later in the year.

Sincerely,

Marzo Bernardi
Director of Global Client Service & Marketing

Western Asset Management Company, LLC
385 East Colorado Boulevard, Pasadena, California 91101

[Contact Us](#) [Privacy Policy](#)