

# VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

## BOARD OF RETIREMENT

### DISABILITY & BUSINESS MEETING

JUNE 26, 2023

#### AGENDA

**PLACE:** Ventura County Employees' Retirement Association  
Second Floor, Boardroom  
1190 S. Victoria Avenue, Suite 200  
Ventura, CA 93003

*The public may listen to the Public Session and offer comments by calling: +1 669-219-2599, using Meeting ID: 878-2148-0871. Persons may also submit written comments to [publiccomment@vcera.org](mailto: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.*

The Board may take action on any item on the agenda, and agenda items may be taken out of order.

**TIME:** 9:00 a.m.

**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 May 2023.
- B. Receive and File Report of Checks Disbursed in May 2023.
- C. Receive and File Pending Disability Application Status Report.
- D. Approve Disability Meeting Minutes of May 1, 2023.  
***To be Provided.***
- E. Receive and File Fiscal Year 2022-23 Quarterly Financial Statements and Budget Summaries.
  - 1. Staff Letter from Chief Financial Officer.
  - 2. Financial Statements.
  - 3. Budget Summaries.

**IV. APPLICATIONS FOR DISABILITY RETIREMENT**

- A. Application for Service-connected Disability Retirement—Henderson, Michael; Case No. 19-029.
  - 1. Staff Memo regarding Dismissal of Application, dated May 18, 2023.
  - 2. Hearing Notice, dated May 22, 2023.
- B. Application for Service-connected Disability Retirement—Wiggins, Jeffrey; Case No. 21-030.
  - 1. Staff Recommendation to Grant the Application for Service-connected Disability Retirement, dated May 17, 2023.
  - 2. County of Ventura-Risk Management's Response to VCERA's Preliminary Recommendation, dated March 20, 2023.
  - 3. Supporting Documentation for Staff Recommendation.
  - 4. Application for Service-connected Disability Retirement, filed by Applicant's Attorney, Thomas Wicke, dated September 20, 2021.
  - 5. Hearing Notice, dated May 31, 2023.
- C. Application for Service-connected Disability Retirement—Steele, John; Case No. 21-037.
  - 1. Staff Recommendation to Grant the Application for Service-connected Disability Retirement, dated May 31, 2023.
  - 2. Supporting Documentation for Staff Recommendation.
  - 3. Application for Service-connected Disability Retirement, filed by Applicant's Attorney, Thomas Wicke, dated December 2, 2021.
  - 4. Hearing Notice, dated June 1, 2023.

**V. INVESTMENT MANAGER PRESENTATIONS**

- A. Receive Annual Investment Presentation from Parametric: Dan Ryan, and Joe Zeck.

**VI. INVESTMENT INFORMATION**

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

- A. \$25 Million Commitment to Crayhill Principal Strategies Fund III.  
**RECOMMENDED ACTION: Approve.**
  - 1. Staff Letter from Chief Investment Officer.
  - 2. Joint Fund Recommendation Report from NEPC.



VI. **INVESTMENT INFORMATION** (continued)

3. Crayhill Principal Strategies Fund III: Shamafa Khan, Carlos Mendez.
- B. \$25 Million Commitment to Crescent Cove Capital Fund IV, L.P.  
**RECOMMENDED ACTION: Approve.**
  1. Staff Letter from Chief Investment Officer.
  2. Joint Fund Recommendation Report from NEPC.
  3. Crescent Cove Capital Fund IV, Presentation: Jun Hong Heng.
- C. Report of On-Site Due Diligence Visit to Walter Scott and Partners Limited.  
**RECOMMENDED ACTION: Receive and File.**
  1. Staff Letter from Chief Investment Officer.
- D. Monthly Performance Report Month Ending May 31, 2023.  
**RECOMMENDED ACTION: Receive and File.**

VII. **OLD BUSINESS**

- A. Hearing on Administrative Appeal Filed by VCPFA and Individual Members re Standby Pay.  
***Time Certain at: 9:05 a.m.***
  1. Amended Summary of Evidence, Proposed Findings of Fact and Conclusions of Law, and Recommended Decision, submitted by Hearing Officer, Deborah Z. Wissley.
  2. 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.
  3. 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.

VII. OLD BUSINESS (continued)

- 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.
  - l. VCERA Response Exhibit L, County of Ventura, Job Code & Salary Listing by Title, for Pay Period 2022-14.
4. Augmentation of Record with Documents Submitted by VCPFA and VCERA.
1. VCPFA’s Request for the Board to Augment the Administrative Record Regarding the Standby Pay Appeal.
    - a. VCPFA ‘s Exhibit A, Amendment to the Memorandum of Agreement (MOA) between the Ventura County Fire Protection District (“District”) and the Ventura County Professional Firefighters Association (“VCPFA”)
  2. VCERA’s Response to the Request to Augment the Record and for Reconsideration.
    - a. VCERA’s Reply Tab 1, Recommendation to Commence a Public Hearing Regarding Adoption of the Amendment and Waiver of Second Public Hearing.

VII. **OLD BUSINESS** (continued)

i. Exhibit 1: VCPFA 's Amendment to the Memorandum of Agreement (MOA) between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA").

b. VCERA's Reply Tab 2, Email between VCERA's Administrator, Linda Webb and Labor Relations Manager, Mick Curnow.

B. Alameda Implementation Status Report.  
**RECOMMENDED ACTION: Receive and File.**

VIII. **NEW BUSINESS**

A. Review and Adoption of Proposed Budget for Fiscal Year 2023-2024 Budget.  
**RECOMMENDED ACTION: Approve.**

1. Staff Letter from Retirement Administrator and Chief Financial Officer.
2. Proposed Budget for FY 2023-24.
3. Budget Presentation from Chief Financial Officer.

B. County Of Ventura's Request for Board of Retirement Review and Revision of New Model Disability Process, to Require an Additional Step of Board Approval Prior to VCERA Directing Application to Evidentiary Hearing in Cases when County Disagrees with VCERA Staff Final Recommendation for Denial.  
**RECOMMENDED ACTION: DIRECT VCERA STAFF TO ANALYZE COUNTY'S REQUEST, OUTLINE OPTIONS AND MAKE APPROPRIATE RECOMMENDATION.**

1. Staff Letter from Retirement Administrator.  
***To be Provided.***
2. Memorandum from County of Ventura, Dated June 14, 2023.

IX. **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. It is the Intention of the Board of Retirement to Meet in Closed Session, Pursuant to Government Code Section 54957(b)(1), to Discuss the Following Item.

1. Public Employee Appointment.  
Title: Interim Retirement Administrator.

X. **INFORMATIONAL**

A. SACRS Legislative Update – June 2023.

B. Western Asset Company - Fixed-Income Markets and Investment Solutions Client Seminar.

**X. INFORMATIONAL (continued)**

C. CALAPRS Summer 2023 Newsletter.

D. Abbot Capital Management - Q1 2023 Private Equity Market Overview.

**XI. PUBLIC COMMENT**

**XII. STAFF COMMENT**

**XIII. BOARD MEMBER COMMENT**

**XIV. ADJOURNMENT**

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

**May 2023**

FIRST NAME	LAST NAME	G/S	DATE OF MEMBERSHIP	BENEFIT SERVICE*	DEPARTMENT	EFFECTIVE DATE
<b>REGULAR RETIREMENTS:</b>						
MARIA LUISA	ABEJERO	G	09/30/2001	4.25 *	HEALTH CARE AGENCY (DEFERRED)	3/4/2023
THAD W III	ACKLEY	S	07/11/1999	20.96	PROBATION AGENCY	4/15/2023
ARTHUR	ALVARADO	G	08/09/1998	17.32	HEALTH CARE AGENCY	4/19/2023
CHARLES EDWIN	ALVAREZ	G	09/17/1989	33.52	PUBLIC WORKS AGENCY	4/1/2023
TOD RAYMOND	BERRYMAN	S	06/27/1988	35.38	FIRE PROTECTION DISTRICT	3/30/2023
REBECCA C	BOTTORFF	G	06/08/1980	42.67	SUPERIOR COURT	4/1/2023
JOHN CHARLES	BRYSON	G	03/10/1985	37.96	HUMAN SERVICES AGENCY	2/28/2023
A BENJAMIN	CACATIAN	G	11/24/1991	37.90	AIR POLLUTION CONTROL DISTRICT	3/31/2023
ROBERT FRANK	DAVIDSON	S	08/04/1991	28.15	SHERIFF'S OFFICE	3/29/2023
RICHARD L	DAVIS	G	01/19/1992	31.39	INFORMATION TECHNOLOGY SERVICES	5/13/2023
JOSEPH M	DEAKIN	G	07/15/1989	10.99 *	REGIONAL SANITATION DISTRICT (DEFERRED)	4/29/2023
RUTH	GILLS	G	06/19/2016	6.35	AUDITOR-CONTROLLER	5/31/2023
TIMOTHY TYLER	GREEN	G	02/04/2015	0.64 *	HEALTH CARE AGENCY (DEFERRED)	4/7/2023
ESTELA	GUILLEN	G	04/15/1990	33.41	HUMAN SERVICES AGENCY	4/18/2023
JOHN WENDELL	HALL	G	12/20/2015	7.34	HUMAN SERVICES AGENCY	4/29/2023
TERRI E	HYLTON	G	01/19/2003	20.20	HEALTH CARE AGENCY	4/1/2023
ROSA LINDA	IGEL	G	02/14/1993	25.64 *	HUMAN SERVICES AGENCY	4/1/2023
SIAMAK SAM	JAMSHIDI	G	01/16/1994	30.00	GENERAL SERVICES AGENCY	4/15/2023
DONALD C	KENDIG	G	03/04/2012	1.93 *	EMPLOYEES' RETIREMENT ASSOCIATION (DEFERRED)	4/13/2023
ANTHONY RICHARD	LA GRASTA	S	01/19/2003	7.72	SHERIFF'S OFFICE (DEFERRED)	4/16/2023
MICHAEL TUSHAIN	MACK	G	07/02/2006	9.14	SHERIFF'S OFFICE (DEFERRED)	5/19/2023
JOSEPH	MAGDALENO	G	09/29/2003	18.67	SUPERIOR COURT	5/20/2023
MARISA	MARTINEZ	G	09/11/1995	26.34	HUMAN SERVICES AGENCY	4/11/2023
SANDRA GAIL	NEHME	G	11/04/2008	11.35	CHILD SUPPORT SERVICES	4/19/2023
DIANA RAY	PATTON	G	01/06/2012	7.61	HEALTH CARE AGENCY (DEFERRED)	5/12/2023
PATRICIA REVELEZ	ROBLES	G	04/23/2001	20.76	PUBLIC WORKS AGENCY	4/1/2023
CESAR GOMEZ	SALAS	S	01/29/1995	28.62	SHERIFF'S OFFICE	3/31/2023
MARIA	SILVA	G	02/25/2002	18.45	HEALTH CARE AGENCY	5/1/2023
LAWRENCE PATRICK	WILTON	G	03/01/1992	30.73	PUBLIC WORKS AGENCY	4/29/2023
<b>DEFERRED RETIREMENTS:</b>						
ROSIE MARIE	AGUIRRE	G	02/05/2023	0.07	SHERIFF'S OFFICE	3/8/2023
LESLYE RUBIO	ALAMILLO	G	06/26/2022	0.18 *	HEALTH CARE AGENCY	2/22/2023
CHRISTOPHER PATRICK	ALBERTS	G	10/31/2021	1.33 *	RESOURCE MANAGEMENT AGENCY	2/25/2023
ELIANA	ALFARO	G	08/18/2013	7.40	HUMAN SERVICES AGENCY	2/14/2023
ADRIAN A	AYALA	G	10/03/2021	1.42	HEALTH CARE AGENCY	3/6/2023
MICHAEL DOUGLAS	BRENN	G	08/13/2017	5.51	DISTRICT ATTORNEY	2/18/2023
JACQUELINE ANNE	COLMENERO	G	12/04/2016	5.68	INFORMATION TECHNOLOGY SERVICES	4/15/2023
MATTHEW J.	CONROY	G	02/05/2023	0.03	SUPERIOR COURT	2/15/2023
ANNE ELEANOR	DASCOMB	G	06/08/2014	2.67 **	HEALTH CARE AGENCY	2/4/2023

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

**May 2023**

<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>G/S</b>	<b>DATE OF MEMBERSHIP</b>	<b>BENEFIT SERVICE*</b>	<b>DEPARTMENT</b>	<b>EFFECTIVE DATE</b>
JERRY CASTILLO JR.	FERNANDEZ	G	10/04/2020	2.04 **	SHERIFF'S OFFICE	2/15/2023
JOCELYN	GOMEZ	G	07/24/2022	0.14	HUMAN SERVICES AGENCY	2/21/2023
ZACHARY SCOTT	HAYS	S	10/07/2018	4.20	SHERIFF'S OFFICE	3/4/2023
SARA DALIA LOPEZ	HERRERA	G	02/21/2023	0.02	SUPERIOR COURT	3/4/2023
ELISA MONIQUE	JAUREGUI	G	10/16/2022	0.41	SUPERIOR COURT	3/15/2023
BARBARA JEAN	KALLAY	G	11/06/2016	5.50	HEALTH CARE AGENCY	3/1/2023
TROY ANTHONY	KRAMER	S	01/10/2021	2.12	FIRE PROTECTION DISTRICT	2/17/2023
MARGARET LOUISE	LEROY	G	09/23/2018	4.04	HEALTH CARE AGENCY	4/22/2023
CHRISTIAN E	MACEN	G	01/09/2022	0.94	HEALTH CARE AGENCY	2/16/2023
MARC THOMAS	MANGINO	S	02/02/2014	9.99 **	FIRE PROTECTION DISTRICT	1/25/2023
STEPHANIE MICHELE	MARTIN	G	06/30/2019	3.54 *	SUPERIOR COURT	4/29/2023
RENE C	MCMURRAY	G	09/07/2014	7.83	HEALTH CARE AGENCY	2/27/2023
JESSICA ROSE	MEADE	G	02/23/2020	2.97	SUPERIOR COURT	2/18/2023
RICHARD ANTHONY II	MENDEZ	G	02/20/2007	16.02	PUBLIC WORKS AGENCY	3/4/2023
TYLER GAGE	MONTOYA	S	02/19/2023	0.07	FIRE PROTECTION DISTRICT	3/14/2023
CORD AUSTIN	MOROSIN	S	07/24/2022	0.56	FIRE PROTECTION DISTRICT	2/12/2023
MICHAEL JAMES	OLMSTEAD	G	04/04/2021	1.70	HEALTH CARE AGENCY	3/4/2023
JACOB DEAN	PASSANTINO	G	12/04/2022	0.24	GENERAL SERVICES AGENCY	3/4/2023
VALERIE MARIE	PAZ	G	11/27/2022	0.21	HEALTH CARE AGENCY	2/18/2023
ANTHONY	PINAL	G	01/10/2021	1.98 **	FIRE PROTECTION DISTRICT	12/31/2022
KEVIN M	REYNOLDS	G	01/26/2020	3.00	RESOURCE MANAGEMENT AGENCY	2/11/2023
EMILY MAE	REYNOSO	G	10/31/2021	1.34	HEALTH CARE AGENCY	3/4/2023
MARTHA IBETH	RODRIGUEZ	G	11/28/2021	0.93	HEALTH CARE AGENCY	2/18/2023
SHANNON K.	TAKHAR	G	07/31/2016	6.48	GENERAL SERVICES AGENCY	1/28/2023
MICHELLE	TUYUB	G	06/01/2021	1.75	TREASURER-TAX COLLECTOR	3/1/2023
JONATHAN VINCENT	UNTERBERGER	S	01/08/2023	0.17	FIRE PROTECTION DISTRICT	3/11/2023
MARISA ANGELA	VALVERDE	G	09/05/2021	1.38	HEALTH CARE AGENCY	2/20/2023
WILLIAM PARRISH	WILSON	G	07/17/2016	5.34	HUMAN SERVICES AGENCY	3/2/2023
LIQIONG	ZHANG	G	06/27/2021	1.51	HEALTH CARE AGENCY	2/25/2023

**SURVIVORS' CONTINUANCES:**

DEBORAH L	COLTRIN
LOIS M	FERGUSON
JUDITH E	ROBERTS
ROBERT C	STANLEY

\* = Excludes reciprocal service or service from any previous retirements

\*\* = Member establishing reciprocity

G = General Member

S = Safety Member

Date: Thursday, June 1, 2023  
 Time: 12:39: PM  
 User: 123750

## Ventura County Retirement Assn

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 Report: 03630.rpt  
 Company: VCERA

### Check Register - Standard

Period: 11-23 As of: 6/1/2023

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid	
<b>Company: VCERA</b>											
Acct / Sub:	10300		000000								
029857	VC	5/30/2023	SEDGWICK SEDGWICK	11-23	11-23	002666	VO	DISABILITY EXP	2/7/2023	0.00	-514.70
										<b>Check Total</b>	<b>-514.70</b>
<b>VOIDED DUE TO CHECK LOST IN THE MAIL. REISSUED PAYMENT WITH CHECK #0030030</b>											
029960	VC	5/23/2023	DIGITALDEP DIGITAL DEPLOYMENT	11-23	11-23	002770	VO	IT	4/10/2023	0.00	-650.00
										<b>Check Total</b>	<b>-650.00</b>
<b>VOIDED DUE TO CHECK LOST IN THE MAIL. REISSUED PAYMENT WITH CHECK #0030016</b>											
029987	CK	5/3/2023	CLERKOF THE CLERK OF THE SUPERIOR COURT	11-23		002796	VO	ADMIN EXP	5/3/2023	0.00	752.50
029988	CK	5/3/2023	GHODADRANE NEIL S. GHODADRA, MD	11-23		002797	VO	DISABILITY EXP	5/3/2023	0.00	3,281.00
029989	CK	5/3/2023	NOSSAMAN NOSSAMAN LLP	11-23		002798	VO	LEGAL FEES	5/3/2023	0.00	16,358.40
029990	CK	5/3/2023	REAMSASSET SCOUT INVESTMENTS, INC	11-23		002799	VO	INVESTMENT FEES	5/3/2023	0.00	126,213.00
029991	CK	5/3/2023	SEDGWICK SEDGWICK	11-23		002800	VO	DISABILITY EXP	5/3/2023	0.00	23.30
029992	CK	5/3/2023	STAPLESADV STAPLES	11-23		002801	VO	ADMIN EXP	5/3/2023	0.00	63.29
029993	CK	5/10/2023	ABBOTTCAPI ABBOTT CAPITAL MANAGEMENT, LLC	11-23		002802	VO	INVESTMENT FEES	5/9/2023	0.00	487,169.00
029994	CK	5/10/2023	ACCESSINFO ACCESS INFORMATION PROTECTED	11-23		002803	VO	ADMIN EXP	5/9/2023	0.00	453.18
029995	CK	5/10/2023	CULLIGAN CULLIGAN OF VENTURA COUNTY	11-23		002804	VO	ADMIN EXP	5/9/2023	0.00	87.50
029996	CK	5/10/2023	DIGITALDEP DIGITAL DEPLOYMENT	11-23		002805	VO	IT	5/9/2023	0.00	650.00
029997	CK	5/10/2023	INCENTIVES INCENTIVE SERVICES	11-23		002806	VO	ADMIN EXP	5/9/2023	0.00	80.81

Date: Thursday, June 1, 2023  
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## Ventura County Retirement Assn

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 Company: VCERA

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Period: 11-23 As of: 6/1/2023

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Doc Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company:</b> 029998	VCERA CK	5/10/2023	SEDGWICK SEDGWICK	11-23		002807	VO	DISABILITY EXP	5/9/2023	0.00	337.70
029999	CK	5/10/2023	SHREDITUSA SHRED-IT	11-23		002808	VO	ADMIN EXP	5/9/2023	0.00	173.84
030000	CK	5/10/2023	SHULTZVIVI VIVIAN W SHULTZ, ESQ	11-23		002809	VO	DISABILITY EXP	5/9/2023	0.00	689.70
030001	CK	5/10/2023	SPRUCEGROV SPRUCEGROVE INVESTMENT MGMT	11-23		002810	VO	INVESTMENT FEES	5/9/2023	0.00	53,625.76
030002	CK	5/10/2023	TEAMLEGAL TEAM LEGAL, INC.	11-23		002811	VO	DISABILITY EXP	5/9/2023	0.00	559.50
030003	CK	5/10/2023	THOMSONREU THOMSON REUTERS- WEST	11-23		002812	VO	ADMIN EXP	5/9/2023	0.00	656.71
030004	CK	5/10/2023	WESTCOASTA WEST COAST AIR CONDITIONING	11-23		002813	VO	IT	5/9/2023	0.00	170.00
030005	CK	5/10/2023	WESTERNASS WESTERN ASSET MANAGEMENT COMPANY,	11-23		002814	VO	INVESTMENT FEES	5/9/2023	0.00	172,044.22
030006	CK	5/17/2023	ATTMOBILIT AT&T MOBILITY	11-23		002815	VO	IT	5/16/2023	0.00	413.08
030007	CK	5/17/2023	BANKOFAMER BUSINESS CARD	11-23		002817	VO	IT/ADMIN EXP	5/16/2023	0.00	4,158.31
030008	CK	5/17/2023	BLACKROCKI BLACKROCK INSTITUTIONAL TRUST	11-23		002816	VO	INVESTMENT FEES	5/16/2023	0.00	184,099.19
030009	CK	5/17/2023	CULLIGAN CULLIGAN OF VENTURA COUNTY	11-23		002818	VO	ADMIN EXP	5/16/2023	0.00	107.00
030010	CK	5/17/2023	HARTLEYDOR DOROTHEA W. HARTLEY & ASSOCIATES, INC	11-23		002819	VO	DISABILITY EXP	5/16/2023	0.00	2,830.75
030011	CK	5/17/2023	LINEASOLUT LINEA SOLUTIONS	11-23		002820	VO	ADMIN EXP	5/16/2023	0.00	1,136.25



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Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company:</b> 030012	VCERA CK	5/17/2023	NATIONALDI NATIONAL DISABILITY EVALUATIONS INC	11-23		VO	DISABILITY EXP	5/16/2023	0.00	4,075.00
030013	CK	5/17/2023	NOSSAMAN NOSSAMAN LLP	11-23		VO	LEGAL FEES	5/16/2023	0.00	15,714.49
030014	CK	5/17/2023	VSGHOSTING VSG HOSTING, INC.	11-23		VO	IT	5/16/2023	0.00	73,674.81
030015	CK	5/17/2023	WISSLEYDEB DEBORAH Z. WISSLEY	11-23		VO	DISABILITY EXP	5/16/2023	0.00	16,007.50
030016	CK	5/24/2023	DIGITALDEP DIGITAL DEPLOYMENT	11-23		VO	IT	4/10/2023	0.00	650.00
030017	CK	5/24/2023	ADP ADP, INC	11-23		VO	ADMIN EXP	5/23/2023	0.00	3,514.70
030018	CK	5/24/2023	GALLAGHERD DAN GALLAGHER	11-23		VO	TRAVEL REIMB	5/23/2023	0.00	6,860.47
030019	CK	5/24/2023	JOETOMMIE TOMMIE E. JOE	11-23		VO	TRAVEL REIMB	5/23/2023	0.00	1,185.12
030020	CK	5/24/2023	MOONCREST MOONCREST PROPERTY COMPANY	11-23		VO	ADMIN EXP	5/23/2023	0.00	23,976.56
030021	CK	5/24/2023	NATIONALAS NAPPA	11-23		VO	ADMIN EXP	5/23/2023	0.00	990.00
030022	CK	5/24/2023	OLIVERLEAH LEAH OLIVER	11-23		VO	TRAVEL REIMB	5/23/2023	0.00	236.10
030023	CK	5/24/2023	SANCHEZMIC MICHAEL SANCHEZ	11-23		VO	TRAVEL REIMB	5/23/2023	0.00	1,430.96
030024	CK	5/24/2023	SEDGWICK SEDGWICK	11-23		VO	DISABILITY EXP	5/23/2023	0.00	202.40
030025	CK	5/24/2023	SOFTWAREON SOFTWARE ONE, INC.	11-23		VO	IT	5/23/2023	0.00	101.95

Date: Thursday, June 1, 2023  
 Time: 12:39: PM  
 User: 123750

## Ventura County Retirement Assn

Page: 1 of 5  
 Report: 03630.rpt  
 Company: VCERA

### Check Register - Standard

Period: 11-23 As of: 6/1/2023

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
<b>Company:</b> 030026	VCERA CK	5/24/2023	SPRUCEGROV SPRUCEGROVE INVESTMENT MGMT	11-23		VO	002830 INVESTMENT FEES	5/23/2023	0.00	53,792.28
030027	CK	5/24/2023	STAPLESADV STAPLES	11-23		VO	002831 ADMIN EXP	5/23/2023	0.00	144.05
030028	CK	5/24/2023	TEAMLEGAL TEAM LEGAL, INC.	11-23		VO	002832 DISABILITY EXP	5/23/2023	0.00	120.55
030029	CK	5/24/2023	TIMEWARNER TIME WARNER CABLE	11-23		VO	002833 IT	5/23/2023	0.00	229.98
030030	CK	5/31/2023	SEDGWICK SEDGWICK	11-23		VO	002666 DISABILITY EXP	2/7/2023	0.00	514.70
030031	CK	5/31/2023	CUSTOMPRIN CUSTOM PRINTING	11-23		VO	002838 ADMIN EXP	5/30/2023	0.00	295.59
030032	CK	5/31/2023	FEDEX FEDEX	11-23		VO	002839 DISABILITY EXP	5/30/2023	0.00	111.67
030033	CK	5/31/2023	HANSONBRID HANSON BRIDGETT LLP	11-23		VO	002840 LEGAL FEES	5/30/2023	0.00	534.00
030034	CK	5/31/2023	NOSSAMAN NOSSAMAN LLP	11-23		VO	002841 LEGAL FEES	5/30/2023	0.00	10,354.10
030035	CK	5/31/2023	STAPLESADV STAPLES	11-23		VO	002842 ADMIN EXP	5/30/2023	0.00	3.01
030036	CK	5/31/2023	WEBBLINDA LINDA WEBB	11-23		VO	002843 TRAVEL REIMB	5/30/2023	0.00	1,082.14
030037	CK	5/31/2023	HOFFMANLAV LAVERN C. HOFFMAN	11-23		VO	002844 PENSION PAYMENT	5/31/2023	0.00	6,539.28
Check Count:		53								
<b>Acct Sub Total:</b>										<b>1,277,310.70</b>

Date: Thursday, June 1, 2023  
 Time: 12:39: PM  
 User: 123750

## Ventura County Retirement Assn

Page: 1 of 5  
 Report: 03630.rpt  
 Company: VCERA

### Check Register - Standard

Period: 11-23 As of: 6/1/2023

Check Nbr	Check Type	Check Date	Vendor ID Vendor Name	Period To Post	Ref Closed	Nbr	Doc Type	Invoice Number	Invoice Date	Discount Taken	Amount Paid
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Company: **VCERA**

Check Type	Count	Amount Paid
Regular	51	1,278,475.40
Hand	0	0.00
Electronic Payment		0.00
Void	2	-1,164.70
Stub	0	0.00
Zero	0	0.00
Mask	0	0.00
<b>Total:</b>	<b>53</b>	<b>1,277,310.70</b>

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

<b>Company Disc Total</b>	<b>0.00</b>	<b>Company Total</b>	<b>1,277,310.70</b>
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June 26, 2023

Board of Retirement  
Ventura County Employees' Retirement Association  
1190 S. Victoria Avenue, Suite 200  
Ventura, CA 93003

**SUBJECT: RECEIVE AND FILE FISCAL YEAR 2022-23 QUARTERLY FINANCIAL STATEMENTS  
AND BUDGET SUMMARIES.**

Dear Board Members:

**Executive Summary**

Staff has completed third quarter financials for fiscal year (FY) 2022-23 that ended on March 31, 2023. Overall, the pension plan's net position was \$7.3 billion as of March 31, 2023, increasing \$275.1 million as compared to June 30, 2022 restated.

With respect to VCERA's Operating Budget, the board adopted a total budget of \$12.0 million, inclusive of Contingency (\$0.8 million) for FY 2022-23. The Operating budgets are comprised of expenditures that are subject to a statutory limitation [Government Code (GC) sec. 31580.2(a)] and those that are exempt from the statutory limitation (GC sec. 31580.2(b) and 31596.1). Overall seventy-five percent (75.0%) of the fiscal year has elapsed and actual expenditures were 60.6% of budget. This is due to position vacancies for both budgeted FTE's and extra-help positions that have not been filled. Services and Supplies and Technology costs are at 72.8% and 61.3% of the budget. However, post pandemic, staff is allowed to continue to work part-week remotely which may be contributing to the savings. Currently the Administration budgets that are subject to statutory limitation are in compliance with the limitation.

The financial statements and budget summaries were presented to and reviewed by the Finance Committee at its June 15, 2023 meeting and the committee recommends that the Board receive and file.

**Financial Statements**

VCERA produces the following unaudited financial statements and supporting schedules which accompany this letter.

1. Statement of Fiduciary Net Position
2. Statement of Changes in Fiduciary Net Position
3. Investments, Cash and Cash Equivalents
4. Schedule of Investment Management Fees
5. Statement of Reserves (only produced at FY end)

**Statement of Fiduciary Net Position:** This statement reports the pension plan's financial position as of a particular date and is comprised of assets, plus deferred outflows of resources, minus liabilities, minus deferred inflows of resources.

**Statement of Changes in Fiduciary Net Position:** This statement reports the pension plan's inflows and outflows of resources that increased and decreased its net position. Additions include contributions from employers and plan members, and net investment income. Deductions include benefit payments, administration, and other expenses.

**Investments, Cash and Cash Equivalents:** This schedule details investments, cash/cash equivalents for each respective investment manager.

**Schedule of Investment Manager Fees:** This schedule provides a detailed listing of fees paid to each investment manager for their respective investment mandate.

**Statement of Reserves:** This statement lists the reserves and balances of the pension plan adopted by the Board of Retirement that comprise the pension plan's net financial position. This statement is only produced at fiscal year-end.

### **Budget Summaries**

The attached budget summaries compare the adopted budgets for respective cost centers to actual expenses incurred through a specific period to ensure compliance with applicable Government Codes that govern the pension plans expenses. GC sec. 31580.2(a) limits total administration expenses, which are direct charges against earnings of the Fund, and, in VCERA's case, may not exceed 0.21% (\$15,025,300) of the accrued actuarial liability of the system, which was \$7,154,885,000 at the end of the 20-21 FY. GC sec. 31580.2(b) excludes from administration expenditures for computer software, computer hardware, and computer technology consulting services in support of these products. Finally, GC sec. 31596.1 provides that the expenses of investing monies shall not be considered a cost of administration but as a reduction in earnings from those investments or a charge against the assets of the system.

The following table shows the applicable GC section and the attached budget summaries used to capture actual expenditures to demonstrate compliance.

FISCAL YEAR 2022-23 Q-3 FINANCIAL STATEMENTS AND BUDGET SUMMARIES

June 26, 2023

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		Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
<b>Total Operating Budget</b>					
Administration - Subject to Statutory Limit		\$7,601,607	\$4,781,027	(\$2,820,580)	62.89%
Exempt from Statutory Limit		3,568,643	2,504,658	(1,063,985)	70.19%
Contingency		861,500	0	(861,500)	0.00%
<b>Total Operating Budget</b>		<b>\$12,031,750</b>	<b>\$7,285,685</b>	<b>(\$4,746,065)</b>	<b>60.55%</b>

Administration - Subject to Statutory Limit	Statutory Limit	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
GC 31580.2(a)	\$15,025,300	\$7,601,607	\$4,781,027	(\$2,820,580)	62.89%

Exempt from Statutory Limit GC 31580.2(b) and GC 31596.1	Statutory Limit	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$0	\$3,568,643	\$2,504,658	(\$1,063,985)	70.19%

Administrative	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$5,726,457	\$3,679,061	(\$2,047,396)	64.25%

I/T-Support	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$1,124,350	\$650,520	(\$473,830)	57.86%

Admin-Disability	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$750,800	\$451,446	(\$299,354)	60.13%

Investment Expense	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$994,198	\$643,062	(\$351,136)	64.68%

Information Technology I/T	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$997,345	\$609,304	(\$388,041)	61.09%

Other Expenses	Adopted	Actual YTD	Variance Over/(Under)	Percent Expended
	\$1,577,100	\$1,252,291	(\$324,809)	79.40%

**Salaries & Employee Benefits:** Overall Salaries and Employee Benefits, with a \$6,545,240 annual budget, *is approximately \$4,045,505 expended*. The \$2,499,735 or 38.2% under annual budget variance is mainly due to permanent and extra-help temporary staff vacancies, vac14ation redemptions and correlated benefits. Regular Salaries were \$1,554,299 or 36.8% under budget due to staff vacancies. Correlated benefits were \$707,534 or 36.8% under budget due to staffing vacancies. Extra-Help/Temporary Services were \$205,288 or 88.4% under budget due to less than anticipated staffing needs. Vacation Redemptions of \$32,614 or 19.4% under budget due to lower than anticipated staff vacation redemptions and retirements occurring by third quarter.

**Services & Supplies:** Overall Service and Supplies, with a \$3,532,165 annual budget, *is approximately \$2,570,773 expended*. The \$961,392 or 27.2% under annual budget variance is mainly due to slightly lower than anticipated demand for numerous services and supplies.

This is the result of (\$71,035) higher than anticipated spending by the third quarter in the following categories: Actuary-415 calculations, miscellaneous hourly consultation, Valuation and GASB 67 are (\$40,346) higher due to necessity demand. Fiduciary Liability is (\$23,226) higher due to an annual premium that is 21% higher than budget. Postage is (\$6,185) higher due to increased mailing volume for the Alameda correction and other required member notifications mailings. Building Operating Expenses are (\$1,278) over budget due to a slight increase in the VCERA share of the community area charges (CAM).

Offset by the \$1,032,427 lower than anticipated spending and unused 4<sup>th</sup> quarter budget in the following categories: Depreciation/Amortization is \$388,299 under budget which is the 4<sup>th</sup> quarter's budget for next quarter's expense. Legal is \$185,268 under budget due to pending legal services and billing lag. Staff and Trustee Training, Travel and Mileage line items are a combined \$138,551 under budget due to lower than anticipated local and out of town travel and virtual conference attendance. Rents/Leases-Structures is \$74,500 under budget is due to unused 4<sup>th</sup> quarter budget. Auditing is \$60,000 under budget due to the internal audit services not occurring this FY. The Hearing Officers line item is \$58,976 under budget due to lower than anticipated service need at quarter 3. Other

June 26, 2023

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Professional Services is \$47,338 under budget due to unused budget for 4<sup>th</sup> quarter services. Other various Services and Supplies are \$45,123 under budget due to unused budget for 4<sup>th</sup> quarter services. Cost Allocation Plan cost are \$24,872 lower due to the lag in billing for the 3<sup>rd</sup> and 4<sup>th</sup> quarters. Board Member Stipend is \$9,500 under budget due to the revised board calendar which reduced the number of annual board meetings.

**Information Technology:** Overall Information Technology, with a \$1,092,845 annual budget, ***is approximately \$669,407 expended.*** The \$423,438 or 38.7% under budget variance is mainly due to lower than anticipated IT needs and unused 4<sup>th</sup> quarter budget. IT Hardware and Infrastructure Support is \$166,592 under budget due to staff continuing to work remotely from home requiring less use of budgeted resources. Software Licenses, Maintenance, and Data Communication & Cyber Security expenses is \$136,913 lower due to fewer software needs and a lower number of system tests occurring to ensure appropriate security of VCERA's various systems. Vitech (V3) Software and Hosting is \$94,995 lower due to lower than anticipated service level demand and unused 4<sup>th</sup> quarter budget. Cloud and Website services is \$24,938 due to lower than anticipated service level demand.

Staff continues working remotely, 1 – 2 days per workweek, which is contributing to the overall lower Information Technology services.

**Contingency:** Overall Contingency, with a \$861,500 annual budget, **has not expended contingency funds.** The Contingency line item is 100% underbudget.

**RECOMMENDED ACTION: Receive and File the FISCAL YEAR 2022-23 QUARTERLY FINANCIAL STATEMENTS AND BUDGET SUMMARIES.**

While there are some budget line item variances, by category in: Salaries and Benefits, Services and Supplies, Technology and Contingency, the percentage expended did not exceed the budget in any of the categories. There is sufficient budget to cover projected 4<sup>th</sup> quarter expenditures.

I would be happy to respond to any questions you may have on this matter.

Sincerely,



La Valda R. Marshall  
Chief Financial Officer

Attachments:  
Financial Statements  
Budget Summaries

**Ventura County Employees' Retirement Association**  
**Statement of Fiduciary Net Position**  
**As of March 31, 2023 (Unaudited)**

**Assets**

**Cash & Cash Equivalents** **\$183,557,212**

**Receivables**

Interest and Dividends	5,580,092	
Securities Sold	22,798,653	
Miscellaneous	56,856	
<b>Total Receivables</b>	28,435,601	<b>28,435,601</b>

**Investments at Fair Value**

Domestic Equity	1,902,077,134	
Non U.S. Equity	1,082,607,514	
Global Equity	738,460,175	
Private Equity	1,290,885,834	
Fixed Income	828,963,046	
Private Credit	429,773,484	
Real Assets	889,074,264	
Cash Overlay	(96,315)	
<b>Total Investments</b>	7,161,745,135	<b>7,161,745,135</b>

<b>Capital Assets,</b>		
<b>Net of Accumulated Depreciation &amp; Amortization</b>	8,428,344	<b>8,428,344</b>

<b>Total Assets</b>		<b>7,382,166,292</b>
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**Liabilities**

Securities Purchased	40,773,071	
Accounts Payable	2,109,283	
Tax Withholding Payable	4,067,806	
Lease Liability	1,694,155	
Deferred Revenue (PrePaid Contributions)	33,115,579	
	81,759,893	

<b>Total Liabilities</b>		<b>81,759,893</b>
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<b>Net Position Restricted for Pensions</b>		<b>\$7,300,406,399</b>
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*Ventura County Employees' Retirement Association  
Statement of Changes in Fiduciary Net Position  
For the Nine Months Ending March 31, 2023 (Unaudited)*

**ADDITIONS**

**Contributions**

Employer	\$126,326,965	
Employee	66,563,639	
<b>Total Contributions</b>	<u>192,890,604</u>	<b>192,890,604</b>

**Investment Income/(Loss)**

Net Appreciation (Depreciation) in Fair Value of Investments	352,961,557	
Interest Income	14,248,377	
Dividend Income	5,573,945	
Other Investment Income	15,633,901	
Real Estate Operating Income, Net	12,298,913	
Securities Lending Income	1,662,363	
<b>Total Investment Income/(Loss)</b>	<u>402,379,057</u>	

**Less Investment Expenses**

Management & Custodial Fees	28,966,226	
Other Investment Expenses	643,062	
Securities Lending Borrower Rebates	1,464,877	
Securities Lending Management Fees	65,665	
<b>Total Investment Expenses</b>	<u>31,139,831</u>	

<b>Net Investment Income/(Loss)</b>		<u>371,239,227</u>
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<b>Total Additions</b>		<b>564,129,830</b>
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**DEDUCTIONS**

Benefit Payments	276,343,602	
Member Refunds and Death Benefit Payments	6,069,598	
Administrative Expenses	4,781,027	
Other Expenses	1,861,595	
<b>Total Deductions</b>	<u>289,055,822</u>	<b>289,055,822</b>

<b>Net Increase/(Decrease)</b>		<b>275,074,008</b>
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**Net Position Restricted For Pensions**

<b>Beginning of Year</b>		<u>7,025,332,391</u>
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<b>Ending Balance</b>		<u><u>\$7,300,406,399</u></u>
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**Ventura County Employees' Retirement Association**  
**Investments, Cash, and Cash Equivalents**  
**As of March 31, 2023 (Unaudited)**

	Investments	Cash & Cash Equivalents
<b>Equity</b>		
<b>Domestic Equity</b>		
Blackrock - Russell 1000	1,660,303,603	0
Blackrock - Russell 2500	84,703,191	0
Western Asset Enhanced Equity Index Plus	157,070,339	16,036,303
<b>Total Domestic Equity</b>	<b>1,902,077,134</b>	<b>16,036,303</b>
<b>Non U.S. Equity</b>		
Blackrock - ACWI ex - US	552,385,520	0
Sprucegrove	259,522,558	0
Walter Scott	270,699,436	0
<b>Total Non U.S. Equity</b>	<b>1,082,607,514</b>	<b>0</b>
<b>Global Equity</b>		
Blackrock - ACWI Index	738,460,175	0
<b>Total Global Equity</b>	<b>738,460,175</b>	<b>0</b>
<b>Private Equity</b>		
Abbott Secondaries	27,887,373	0
Abry Partners	12,469,513	0
Adams Street Partnership	249,511,926	0
Advent Int'l	13,931,730	0
Astorg	13,267,312	0
Battery Ventures	45,440,000	0
Buenaventure One	197,716,982	0
Buenaventure Two	1,348,397	0
CapVest Equity Partners	10,919,935	0
Charlesbank	16,597,539	0
Clearlake Investors	49,501,289	0
CRV XVIII	14,239,174	0
CVC Capital Partners VIII	12,099,794	0
Drive Capital	39,484,137	0
ECI 11 GP LP	9,502,704	0
Flexpoint	9,924,323	0
Genstar Capital	26,220,509	0
GGV Capital	30,187,123	0
Great Hill Partners	8,176,358	0
Green Equity Investors	14,234,486	0
GTCR Fund XII	48,429,339	0
HarbourVest	153,563,404	0
Hellman & Friedman	38,606,464	0
Insight Ventures Partners	49,849,167	0
Kinderhook Capital	4,666,996	0
MC Partners	8,073,348	0
Oak/HC/FT	33,042,937	0
Pantheon	64,833,669	0
Prairie Capital VII	3,974,905	0
Resolute Fund IV LP	31,572,672	0
Ridgemont Equity Partners IV LP	1,580,553	0
TA XIII-A	17,717,732	0
The Riverside Fund V LP	17,459,140	0
Vitruvian IV	14,854,902	0
<b>Total Private Equity</b>	<b>1,290,885,834</b>	<b>0</b>

**Ventura County Employees' Retirement Association**  
**Investments, Cash, and Cash Equivalents**  
**As of March 31, 2023 (Unaudited)**

	Investments	Cash & Cash Equivalents
<b>Fixed Income</b>		
Blackrock - Bloomberg Barclays Aggregate Index	158,436,170	0
Loomis Sayles Multi Sector	71,549,300	12,274,040
Loomis Sayles Strategic Alpha	46,522,423	0
Reams	281,451,192	462
Reams - US Treasury	75,746,405	836,352
Western Asset Management	195,257,556	14,128,306
<b>Total Fixed Income</b>	<b>828,963,046</b>	<b>27,239,160</b>
<b>Private Credit</b>		
Arcmont	17,496,063	0
Bridge Debt Strategies	37,625,178	0
Carval Investors	46,905,594	0
Monroe Capital	46,891,759	0
Pimco Corporate Opportunities	119,561,316	0
Torchlight Debt Fund	15,262,095	0
Crayhill Principal Strategies Debt Fund	12,649,330	0
HarbourVest	18,096,262	0
Cross Ocean	15,598,524	0
Bain Capital	3,067,847	0
Arbour Lane	13,672,912	0
Crescent Cove Opportunities	12,597,264	0
Pantheon Private Debt	34,843,527	0
VWH Partners	20,768,911	0
HarbourView Royalties Fund	14,736,901	0
<b>Total Private Credit</b>	<b>429,773,484</b>	<b>0</b>
<b>Real Assets</b>		
Bridgewater All Weather	136,491,055	0
Alterra IOS Venture	21,828,742	0
Brookfield Infrastructure	49,693,814	0
HarbourVest	63,417,813	0
LaSalle	62,501,672	0
Prudential Real Estate	212,869,196	0
Tortoise (MLPs)	108,102,758	3,633,335
UBS Realty	234,169,214	0
<b>Total Real Assets</b>	<b>889,074,264</b>	<b>3,633,335</b>
<b>Parametric (Cash Equitization)</b>	<b>(96,314)</b>	<b>54,819,765</b>
<b>State Street Bank and Trust</b>		<b>74,673,183</b>
<b>County of Ventura Treasury</b>		<b>7,155,466</b>
<b>Total Investments, Cash, and Cash Equivalents</b>	<b>\$7,161,745,135</b>	<b>\$183,557,212</b>

**Ventura County Employees' Retirement Association**  
**Schedule of Investment Management Fees**  
**For The Nine Months Ending March 31, 2023 (Unaudited)**

**Equity Managers**

**Domestic Equity**

Blackrock - Russell 1000	\$119,568
Blackrock - Russell 2500	9,532
Western Asset Enhanced Equity Index Plus	288,960
<b>Total Domestic Equity</b>	<b><u>418,059</u></b>

**Non U.S. Equity**

Blackrock - ACWI ex - US	154,584
Sprucegrove	297,710
Walter Scott	997,713
<b>Total Non U.S. Equity</b>	<b><u>1,450,008</u></b>

**Global Equity**

Blackrock - ACWI Index	209,866
<b>Total Global Equity</b>	<b><u>209,866</u></b>

**Private Equity**

Abbott Secondaries	217,719
Abry Partners	108,425
Adams Street	452,473
Advent Int'l	264,868
Astorg	348,522
Battery Ventures	636,785
CapVest Equity Partners	554,565
Charlesbank	652,063
Clearlake Investors	74,383
CRV	468,056
CVC Capital Partners	210,143
Drive Capital	713,413
ECI 11 GP LP	24,708
Flexpoint	814,157
Genstar Capital	101,729
GGV Capital	306,500
Great Hill Partners	40,543
Green Equity Investors	29,016
GTCR XII/A & B	691,200
HarbourVest	1,576,446
Hellman & Friedman	332,578
Insight Venture Partners	278,877
Kinderhook Capital	219,769
Oak/HC/FT	489,782
Pantheon	944,991
Resolute Fund	82,306
Ridgemont Equity Partners	132,609
The Riverside Fund	360,851
Vitruvian	1,726,576
<b>Total Private Equity</b>	<b><u>12,854,054</u></b>

*Ventura County Employees' Retirement Association  
Schedule of Investment Management Fees  
For The Nine Months Ending March 31, 2023 (Unaudited)*

<b>Fixed Income Managers</b>	
Blackrock Bloomberg Barclays Aggregate Index	42,533
Loomis Sayles Multi Sector	237,565
Loomis Sayles Strategic Alpha	137,196
Reams Asset Management	370,160
Reams US Treasury	5,630
Western Asset Management	264,586
<b>Total Fixed Income</b>	<u><u>1,057,669</u></u>
<b>Private Credit</b>	
Arbour Lane Credit Opportunity	(1,809,407)
Arcmont	184,692
Bain Capital	96,662
Bridge Debt Strategies	1,261,822
Carval Investors	369,198
Crayhill	821,847
Crescent Cove Opportunities	234,375
Cross Ocean	168,560
HarbourVest Direct Lending	65,848
Monroe Capital	981,703
Pimco Corporate Opportunities	1,045,065
Torchlight Debt Fund	278,886
VWH Partners III	1,063,500
<b>Total Private Credit</b>	<u><u>4,762,751</u></u>
<b>Real Assets</b>	
Alterra IOS Venture	393,750
Bridgewater All Weather	716,993
Brookfield Infrastructure	562,541
HarbourVest Real Assets	708,803
LaSalle	678,082
Prudential Real Estate Advisors	1,380,741
Tortoise (MLPs)	560,363
UBS Realty	1,131,348
<b>Total Real Assets</b>	<u><u>6,132,622</u></u>
<b>Cash Overlay (Parametric)</b>	<u><u>153,756</u></u>
<b>Securities Lending</b>	
Borrower's Rebate	1,464,877
Management Fees	65,665
<b>Total Securities Lending</b>	<u><u>1,530,542</u></u>
<b>Other</b>	
Investment Consultant (NEPC)	245,000
Investment Consultant (Abbott Capital)	1,432,660
Investment Custodian (State Street)	249,782
<b>Total Other Fees</b>	<u><u>1,927,442</u></u>
<b>Total Investment Management Fees</b>	<u><u>\$30,496,768</u></u>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Combined**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Salaries and Benefits</b>						
Regular Salary	\$4,222,600.00	\$4,222,600.00	\$318,037.07	\$2,668,301.09	\$1,554,298.91	63.2%
Extra-Help/Temporary Services	232,300.00	232,300.00	438.75	27,012.33	205,287.67	11.6%
Supplemental Payments	175,600.00	175,600.00	7,523.15	95,622.77	79,977.23	54.5%
Vacation Redemption	168,100.00	168,100.00	10,822.96	135,485.82	32,614.18	80.6%
Retirement Contributions	618,000.00	618,000.00	47,930.35	377,681.01	240,318.99	61.1%
OASDI Contribution	270,300.00	270,300.00	20,757.45	145,997.97	124,302.03	54.0%
FICA-Medicare	71,100.00	71,100.00	4,854.60	41,924.38	29,175.62	59.0%
Medical Insurance	532,500.00	532,500.00	44,447.67	344,804.63	187,695.37	64.8%
Retiree Health Insurance	62,400.00	62,400.00	4,021.98	42,891.30	19,508.70	68.7%
Life Insurance	1,440.00	1,440.00	102.77	893.75	546.25	62.1%
Unemployment Insurance	6,600.00	6,600.00	486.51	3,966.06	2,633.94	60.1%
Mgmt Disability Insurance	31,300.00	31,300.00	1,965.14	16,668.22	14,631.78	53.3%
Workers Compensation Insurance	47,100.00	47,100.00	4,433.75	38,403.35	8,696.65	81.5%
401K Plan Contribution	105,900.00	105,900.00	11,070.10	105,852.13	47.87	100.0%
<b>Total Salaries &amp; Benefits</b>	<b>\$6,545,240.00</b>	<b>\$6,545,240.00</b>	<b>\$476,892.25</b>	<b>\$4,045,504.81</b>	<b>\$2,499,735.19</b>	<b>61.8%</b>
<b>Services &amp; Supplies</b>						
Board Member Stipend	\$18,000.00	\$18,000.00	\$800.00	\$8,500.00	\$9,500.00	47.2%
Other Professional Services	185,950.00	185,950.00	24,708.87	138,611.86	47,338.14	74.5%
Auditing	111,380.00	111,380.00	0.00	51,380.00	60,000.00	46.1%
Hearing Officers	114,000.00	114,000.00	3,230.00	55,024.00	58,976.00	48.3%
Legal	640,000.00	640,000.00	161,123.15	454,731.63	185,268.37	71.1%
Actuary-Valuation	65,000.00	65,000.00	0.00	65,000.00	0.00	100.0%
Actuary-GASB 67	13,500.00	13,500.00	0.00	0.00	13,500.00	0.0%
Actuary-415 Calculation	20,000.00	20,000.00	1,478.00	25,904.00	(5,904.00)	129.5%
Actuary-Misc Hrly Consult	18,000.00	18,000.00	16,148.00	65,942.00	(47,942.00)	366.3%
Advertising	3,000.00	3,000.00	0.00	750.00	2,250.00	25.0%
Printing	30,000.00	30,000.00	10,281.00	26,537.83	3,462.17	88.5%
Postage	35,500.00	35,500.00	8,045.88	41,685.03	(6,185.03)	117.4%
Courier	3,300.00	3,300.00	0.00	0.00	3,300.00	0.0%
Copy Machine	5,000.00	5,000.00	1,968.87	3,757.49	1,242.51	75.1%
General Liability	17,000.00	17,000.00	0.00	17,547.00	(547.00)	103.2%
Fiduciary Liability	110,000.00	110,000.00	0.00	132,679.00	(22,679.00)	120.6%
Cost Allocation Charges	49,566.00	49,566.00	0.00	24,694.00	24,872.00	49.8%
Education Allowance	4,000.00	4,000.00	0.00	1,032.70	2,967.30	25.8%
Training/Travel-Staff	79,900.00	79,900.00	1,772.93	18,657.37	61,242.63	23.4%
Training/Travel-Trustee	35,700.00	35,700.00	747.21	5,744.24	29,955.76	16.1%
Travel-Due Diligence-Staff	19,100.00	19,100.00	0.00	779.07	18,320.93	4.1%
Travel-Due Diligence-Trustee	21,100.00	21,100.00	0.00	750.09	20,349.91	3.6%
Mileage-Staff	4,500.00	4,500.00	36.68	482.63	4,017.37	10.7%
Mileage -Trustee	4,500.00	4,500.00	43.22	802.21	3,697.79	17.8%
Mileage-Due Diligence-Staff	700.00	700.00	175.15	226.63	473.37	32.4%
Mileage-Due Diligence-Trustee	700.00	700.00	162.44	207.72	492.28	29.7%
Auto Allowance	6,900.00	6,900.00	575.00	4,600.00	2,300.00	66.7%
Facilities-Security	3,950.00	3,950.00	325.76	3,115.90	834.10	78.9%
Facilities-Maint & Repairs	3,300.00	3,300.00	0.00	759.99	2,540.01	23.0%
Equipment-Maint & Repairs	2,000.00	2,000.00	0.00	0.00	2,000.00	0.0%
General Office Expense	5,900.00	5,900.00	527.60	3,275.64	2,624.36	55.5%
Books & Publications	18,670.00	18,670.00	1,294.03	14,696.12	3,973.88	78.7%
Office Supplies	15,000.00	15,000.00	171.35	7,195.28	7,804.72	48.0%
Memberships & Dues	17,570.00	17,570.00	0.00	15,873.00	1,697.00	90.3%
Offsite Storage	5,200.00	5,200.00	453.18	4,072.96	1,127.04	78.3%
Rents/Leases-Structures	276,564.00	276,564.00	23,048.29	202,064.13	74,499.87	73.1%
Building Operating Expenses	7,545.00	7,545.00	2,687.93	8,822.64	(1,277.64)	116.9%
Non-Capital Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.0%
Non-Capital Furniture	2,000.00	2,000.00	0.00	0.00	2,000.00	0.0%
Depreciation /Amortization	1,553,170.00	1,553,170.00	129,430.06	1,164,870.54	388,299.46	75.0%
<b>Total Services &amp; Supplies</b>	<b>\$3,532,165.00</b>	<b>\$3,532,165.00</b>	<b>\$389,234.60</b>	<b>\$2,570,772.70</b>	<b>\$961,392.30</b>	<b>72.8%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$10,077,405.00</b>	<b>\$10,077,405.00</b>	<b>\$866,126.85</b>	<b>\$6,616,277.51</b>	<b>\$3,461,127.49</b>	<b>65.7%</b>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Combined**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Technology</b>						
Technology Hardware	\$76,000.00	\$76,000.00	\$3,265.98	\$5,954.46	\$70,045.54	7.8%
Technology Hardware Support	10,000.00	10,000.00	0.00	0.00	10,000.00	0.0%
Technology Software Lic & Maint.	64,145.00	64,145.00	1,793.48	33,684.54	30,460.46	52.5%
Technology Software Suppt & Maint.	75,000.00	75,000.00	2,507.10	12,145.10	62,854.90	16.2%
Technology Cloud Services	1,100.00	1,100.00	191.31	732.93	367.07	66.6%
Technology Website Services	30,500.00	30,500.00	729.33	5,929.33	24,570.67	19.4%
Technology Infrastruct Support	227,600.00	227,600.00	4,213.93	141,053.62	86,546.38	62.0%
Technology V3 Software	180,000.00	180,000.00	180,734.87	180,734.87	(734.87)	100.4%
Technology VSG Hosting	310,000.00	310,000.00	0.00	214,270.20	95,729.80	69.1%
Technology Data Communication & Cyber Security	118,500.00	118,500.00	6,375.24	74,902.11	43,597.89	63.2%
Total Technology	<u>\$1,092,845.00</u>	<u>\$1,092,845.00</u>	<u>\$199,811.24</u>	<u>\$669,407.16</u>	<u>\$423,437.84</u>	<u>61.3%</u>
Contingency	<u>\$861,500.00</u>	<u>\$861,500.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$861,500.00</u>	<u>0.0%</u>
Total Current Year	<u>\$12,031,750.00</u>	<u>\$12,031,750.00</u>	<u>\$1,065,938.09</u>	<u>\$7,285,684.67</u>	<u>\$4,746,065.33</u>	<u>60.6%</u>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Admin (CAP)**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Salaries and Benefits</b>						
Regular Salary	\$2,950,700.00	\$2,950,700.00	\$220,944.86	\$1,845,100.43	\$1,105,599.57	62.53%
Extra-Help/Temporary Services	232,300.00	232,300.00	438.75	27,012.33	205,287.67	11.63%
Supplemental Payments	122,292.00	122,292.00	5,254.76	68,172.38	54,119.62	55.75%
Vacation Redemption	119,000.00	119,000.00	10,822.96	130,655.66	(11,655.66)	109.79%
Retirement Contributions	443,000.00	443,000.00	33,481.27	274,207.91	168,792.09	61.90%
OASDI Contribution	192,000.00	192,000.00	14,700.36	104,551.77	87,448.23	54.45%
FICA-Medicare	48,400.00	48,400.00	3,438.00	29,599.65	18,800.35	61.16%
Medical Insurance	387,500.00	387,500.00	33,012.67	253,553.08	133,946.92	65.43%
Retiree Health Insurance	62,400.00	62,400.00	4,021.98	42,891.30	19,508.70	68.74%
Life Insurance	1,100.00	1,100.00	77.50	674.94	425.06	61.36%
Unemployment Insurance	4,600.00	4,600.00	339.00	2,759.09	1,840.91	59.98%
Mgmt Disability Insurance	21,900.00	21,900.00	1,374.76	11,730.42	10,169.58	53.56%
Workers Compensation Insurance	32,900.00	32,900.00	3,024.22	26,221.90	6,678.10	79.70%
401K Plan Contribution	74,900.00	74,900.00	7,731.17	71,976.08	2,923.92	96.10%
<b>Total Salaries &amp; Benefits</b>	<b>\$4,692,992.00</b>	<b>\$4,692,992.00</b>	<b>\$338,662.26</b>	<b>\$2,889,106.94</b>	<b>\$1,803,885.06</b>	<b>61.56%</b>
<b>Services &amp; Supplies</b>						
Board Member Stipend	\$18,000.00	\$18,000.00	\$800.00	\$8,500.00	\$9,500.00	47.22%
Other Professional Services	76,950.00	76,950.00	3,478.51	42,634.64	34,315.36	55.41%
Auditing	111,380.00	111,380.00	0.00	51,380.00	60,000.00	46.13%
Legal	75,000.00	75,000.00	35,031.25	103,403.03	(28,403.03)	137.87%
Advertising	3,000.00	3,000.00	0.00	750.00	2,250.00	25.00%
Printing	30,000.00	30,000.00	10,281.00	26,537.83	3,462.17	88.46%
Postage	35,000.00	35,000.00	8,008.68	41,069.90	(6,069.90)	117.34%
Courier	3,300.00	3,300.00	0.00	0.00	3,300.00	0.00%
Copy Machine	5,000.00	5,000.00	1,968.87	3,757.49	1,242.51	75.15%
General Liability	17,000.00	17,000.00	0.00	17,547.00	(547.00)	103.22%
Fiduciary Liability	110,000.00	110,000.00	0.00	132,679.00	(22,679.00)	120.62%
Cost Allocation Charges	49,566.00	49,566.00	0.00	24,694.00	24,872.00	49.82%
Education Allowance	4,000.00	4,000.00	0.00	1,032.70	2,967.30	25.82%
Training/Travel-Staff	29,700.00	29,700.00	250.00	9,330.22	20,369.78	31.41%
Training/Travel-Trustee	20,700.00	20,700.00	747.21	5,744.24	14,955.76	27.75%
Travel-Due Diligence-Trustee	0.00	0.00	0.00	750.09	(750.09)	0.00%
Mileage-Staff	3,500.00	3,500.00	0.00	114.67	3,385.33	3.28%
Mileage -Trustee	4,000.00	4,000.00	43.22	802.21	3,197.79	20.06%
Mileage-Due Diligence-Trustee	0.00	0.00	162.44	207.72	(207.72)	0.00%
Auto Allowance	6,900.00	6,900.00	575.00	4,600.00	2,300.00	66.67%
Facilities-Security	3,450.00	3,450.00	325.76	3,115.90	334.10	90.32%
Facilities-Maint & Repairs	2,500.00	2,500.00	0.00	169.99	2,330.01	6.80%
Equipment-Maint & Repairs	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00%
General Office Expense	3,500.00	3,500.00	527.60	3,275.64	224.36	93.59%
Books & Publications	7,720.00	7,720.00	583.01	5,235.10	2,484.90	67.81%
Office Supplies	15,000.00	15,000.00	171.35	7,195.28	7,804.72	47.97%
Memberships & Dues	12,420.00	12,420.00	0.00	11,043.00	1,377.00	88.91%
Offsite Storage	5,200.00	5,200.00	453.18	4,072.96	1,127.04	78.33%
Rents/Leases-Structures	276,564.00	276,564.00	23,048.29	202,064.13	74,499.87	73.06%
Building Operating Expenses	7,545.00	7,545.00	2,687.93	8,822.64	(1,277.64)	116.93%
Non-Capital Furniture	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00%
Depreciation /Amortization	92,570.00	92,570.00	7,713.90	69,425.10	23,144.90	75.00%
<b>Total Services &amp; Supplies</b>	<b>\$1,033,465.00</b>	<b>\$1,033,465.00</b>	<b>\$96,857.20</b>	<b>\$789,954.48</b>	<b>\$243,510.52</b>	<b>76.44%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$5,726,457.00</b>	<b>\$5,726,457.00</b>	<b>\$435,519.46</b>	<b>\$3,679,061.42</b>	<b>\$2,047,395.58</b>	<b>64.25%</b>
<b>Total Current Year</b>	<b>\$5,726,457.00</b>	<b>\$5,726,457.00</b>	<b>\$435,519.46</b>	<b>\$3,679,061.42</b>	<b>\$2,047,395.58</b>	<b>64.25%</b>



**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Admin IT - CAP**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Salaries and Benefits</b>						
Regular Salary	\$651,200.00	\$651,200.00	\$50,274.00	\$399,240.52	\$251,959.48	61.31%
Supplemental Payments	24,000.00	24,000.00	1,566.80	18,911.32	5,088.68	78.80%
Vacation Redemption	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00%
Retirement Contributions	109,200.00	109,200.00	7,726.50	63,183.97	46,016.03	57.86%
OASDI Contribution	46,300.00	46,300.00	3,116.51	24,180.21	22,119.79	52.23%
FICA-Medicare	11,400.00	11,400.00	728.88	5,980.62	5,419.38	52.46%
Medical Insurance	80,600.00	80,600.00	6,644.00	48,978.87	31,621.13	60.77%
Life Insurance	200.00	200.00	15.50	121.42	78.58	60.71%
Unemployment Insurance	1,000.00	1,000.00	76.36	588.09	411.91	58.81%
Mgmt Disability Insurance	4,800.00	4,800.00	359.76	2,819.16	1,980.84	58.73%
Workers Compensation Insurance	7,200.00	7,200.00	756.78	6,167.00	1,033.00	85.65%
401K Plan Contribution	15,400.00	15,400.00	1,432.30	11,255.10	4,144.90	73.09%
<b>Total Salaries &amp; Benefits</b>	<b>\$980,800.00</b>	<b>\$980,800.00</b>	<b>\$72,697.39</b>	<b>\$581,426.28</b>	<b>\$399,373.72</b>	<b>59.28%</b>
<b>Services &amp; Supplies</b>						
Training/Travel-Staff	\$40,200.00	\$40,200.00	\$1,522.93	\$7,715.56	\$32,484.44	19.19%
Mileage-Staff	300.00	300.00	36.68	184.79	115.21	61.60%
Facilities-Security	500.00	500.00	0.00	0.00	500.00	0.00%
Facilities-Maint & Repairs	800.00	800.00	0.00	590.00	210.00	73.75%
Books & Publications	500.00	500.00	0.00	0.00	500.00	0.00%
Memberships & Dues	750.00	750.00	0.00	500.00	250.00	66.67%
Non-Capital Equipment	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00%
<b>Total Services &amp; Supplies</b>	<b>\$48,050.00</b>	<b>\$48,050.00</b>	<b>\$1,559.61</b>	<b>\$8,990.35</b>	<b>\$39,059.65</b>	<b>18.71%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$1,028,850.00</b>	<b>\$1,028,850.00</b>	<b>\$74,257.00</b>	<b>\$590,416.63</b>	<b>\$438,433.37</b>	<b>57.39%</b>
<b>Technology</b>						
Technology Software Lic & Maint.	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
Technology Data Communication & Cyber Security	93,500.00	93,500.00	6,375.24	60,103.11	33,396.89	64.28%
<b>Total Technology</b>	<b>\$95,500.00</b>	<b>\$95,500.00</b>	<b>\$6,375.24</b>	<b>\$60,103.11</b>	<b>\$35,396.89</b>	<b>62.94%</b>
<b>Total Current Year</b>	<b>\$1,124,350.00</b>	<b>\$1,124,350.00</b>	<b>\$80,632.24</b>	<b>\$650,519.74</b>	<b>\$473,830.26</b>	<b>57.86%</b>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Admin - Disability (CAP)**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b><i>Salaries and Benefits</i></b>						
Regular Salary	\$306,300.00	\$306,300.00	\$20,140.05	\$186,917.68	\$119,382.32	61.02%
Supplemental Payments	10,700.00	10,700.00	701.59	8,539.07	2,160.93	79.80%
Vacation Redemption	4,700.00	4,700.00	0.00	4,830.16	(130.16)	102.77%
Retirement Contributions	48,100.00	48,100.00	3,041.00	29,113.55	18,986.45	60.53%
OASDI Contribution	23,100.00	23,100.00	1,278.89	12,280.93	10,819.07	53.16%
FICA-Medicare	5,300.00	5,300.00	299.10	2,872.15	2,427.85	54.19%
Medical Insurance	51,400.00	51,400.00	3,797.00	33,007.16	18,392.84	64.22%
Life Insurance	100.00	100.00	7.75	71.19	28.81	71.19%
Unemployment Insurance	500.00	500.00	30.94	275.35	224.65	55.07%
Mgmt Disability Insurance	2,300.00	2,300.00	148.54	1,353.54	946.46	58.85%
Workers Compensation Insurance	3,400.00	3,400.00	263.29	2,537.74	862.26	74.64%
401K Plan Contribution	5,600.00	5,600.00	305.95	2,893.80	2,706.20	51.68%
<b>Total Salaries &amp; Benefits</b>	<b>\$461,500.00</b>	<b>\$461,500.00</b>	<b>\$30,014.10</b>	<b>\$284,692.32</b>	<b>\$176,807.68</b>	<b>61.69%</b>
<b><i>Services &amp; Supplies</i></b>						
Other Professional Services	\$109,000.00	\$109,000.00	\$21,230.36	\$95,977.22	\$13,022.78	88.05%
Hearing Officers	114,000.00	114,000.00	3,230.00	55,024.00	58,976.00	48.27%
Legal	65,000.00	65,000.00	3,627.10	15,137.20	49,862.80	23.29%
Postage	500.00	500.00	37.20	615.13	(115.13)	123.03%
Training/Travel-Staff	800.00	800.00	0.00	0.00	800.00	0.00%
<b>Total Services &amp; Supplies</b>	<b>\$289,300.00</b>	<b>\$289,300.00</b>	<b>\$28,124.66</b>	<b>\$166,753.55</b>	<b>\$122,546.45</b>	<b>57.64%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$750,800.00</b>	<b>\$750,800.00</b>	<b>\$58,138.76</b>	<b>\$451,445.87</b>	<b>\$299,354.13</b>	<b>60.13%</b>
<b>Total Current Year</b>	<b>\$750,800.00</b>	<b>\$750,800.00</b>	<b>\$58,138.76</b>	<b>\$451,445.87</b>	<b>\$299,354.13</b>	<b>60.13%</b>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Investment (Non-CAP)**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Salaries and Benefits</b>						
Regular Salary	\$314,400.00	\$314,400.00	\$26,678.16	\$237,042.46	\$77,357.54	75.40%
Supplemental Payments	18,608.00	18,608.00	0.00	0.00	18,608.00	0.00%
Vacation Redemption	14,900.00	14,900.00	0.00	0.00	14,900.00	0.00%
Retirement Contributions	17,700.00	17,700.00	3,681.58	11,175.58	6,524.42	63.14%
OASDI Contribution	8,900.00	8,900.00	1,661.69	4,985.06	3,914.94	56.01%
FICA-Medicare	6,000.00	6,000.00	388.62	3,471.96	2,528.04	57.87%
Medical Insurance	13,000.00	13,000.00	994.00	9,265.52	3,734.48	71.27%
Life Insurance	40.00	40.00	2.02	26.20	13.80	65.50%
Unemployment Insurance	500.00	500.00	40.21	343.53	156.47	68.71%
Mgmt Disability Insurance	2,300.00	2,300.00	82.08	765.10	1,534.90	33.27%
Workers Compensation Insurance	3,600.00	3,600.00	389.46	3,476.71	123.29	96.58%
401K Plan Contribution	10,000.00	10,000.00	1,600.68	19,727.15	(9,727.15)	197.27%
<b>Total Salaries &amp; Benefits</b>	<b>\$409,948.00</b>	<b>\$409,948.00</b>	<b>\$35,518.50</b>	<b>\$290,279.27</b>	<b>\$119,668.73</b>	<b>70.81%</b>
<b>Services &amp; Supplies</b>						
Legal	\$500,000.00	\$500,000.00	\$122,464.80	\$336,191.40	\$163,808.60	67.24%
Training/Travel-Staff	9,200.00	9,200.00	0.00	1,611.59	7,588.41	17.52%
Training/Travel-Trustee	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00%
Travel-Due Diligence-Staff	19,100.00	19,100.00	0.00	779.07	18,320.93	4.08%
Travel-Due Diligence-Trustee	21,100.00	21,100.00	0.00	0.00	21,100.00	0.00%
Mileage-Staff	700.00	700.00	0.00	183.17	516.83	26.17%
Mileage -Trustee	500.00	500.00	0.00	0.00	500.00	0.00%
Mileage-Due Diligence-Staff	700.00	700.00	175.15	226.63	473.37	32.38%
Mileage-Due Diligence-Trustee	700.00	700.00	0.00	0.00	700.00	0.00%
General Office Expense	2,400.00	2,400.00	0.00	0.00	2,400.00	0.00%
Books & Publications	10,450.00	10,450.00	711.02	9,461.02	988.98	90.54%
Memberships & Dues	4,400.00	4,400.00	0.00	4,330.00	70.00	98.41%
<b>Total Services &amp; Supplies</b>	<b>\$584,250.00</b>	<b>\$584,250.00</b>	<b>\$123,350.97</b>	<b>\$352,782.88</b>	<b>\$231,467.12</b>	<b>60.38%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$994,198.00</b>	<b>\$994,198.00</b>	<b>\$158,869.47</b>	<b>\$643,062.15</b>	<b>\$351,135.85</b>	<b>64.68%</b>
<b>Total Current Year</b>	<b>\$994,198.00</b>	<b>\$994,198.00</b>	<b>\$158,869.47</b>	<b>\$643,062.15</b>	<b>\$351,135.85</b>	<b>64.68%</b>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Information Technology (Non-CAP)**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b>Technology</b>						
Technology Hardware	\$76,000.00	\$76,000.00	\$3,265.98	\$5,954.46	\$70,045.54	7.83%
Technology Hardware Support	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00%
Technology Software Lic & Maint.	62,145.00	62,145.00	1,793.48	33,684.54	28,460.46	54.20%
Technology Software Suppt & Maint.	75,000.00	75,000.00	2,507.10	12,145.10	62,854.90	16.19%
Technology Cloud Services	1,100.00	1,100.00	191.31	732.93	367.07	66.63%
Technology Website Services	30,500.00	30,500.00	729.33	5,929.33	24,570.67	19.44%
Technology Infrastruct Support	227,600.00	227,600.00	4,213.93	141,053.62	86,546.38	61.97%
Technology V3 Software	180,000.00	180,000.00	180,734.87	180,734.87	(734.87)	100.41%
Technology VSG Hosting	310,000.00	310,000.00	0.00	214,270.20	95,729.80	69.12%
Technology Data Communication & Cyber Security	25,000.00	25,000.00	0.00	14,799.00	10,201.00	59.20%
<b>Total Technology</b>	<b>\$997,345.00</b>	<b>\$997,345.00</b>	<b>\$193,436.00</b>	<b>\$609,304.05</b>	<b>\$388,040.95</b>	<b>61.09%</b>
<b>Total Current Year</b>	<b>\$997,345.00</b>	<b>\$997,345.00</b>	<b>\$193,436.00</b>	<b>\$609,304.05</b>	<b>\$388,040.95</b>	<b>61.09%</b>

**Ventura County Employees' Retirement Association**  
**Budget Summary Fiscal Year 2021-2022**  
**For the Nine Months Ended March 31, 2023 (Fiscal Year-To-Date)- 75.00%**  
**Other Expenditures (Non-CAP)**

	<i>Adopted 2023 Budget</i>	<i>Adjusted 2023 Budget</i>	<i>Expended March 2023</i>	<i>Expended Fiscal Year to Date</i>	<i>Available Balance</i>	<i>Percent Expended</i>
<b><i>Services &amp; Supplies</i></b>						
Actuary-Valuation	\$65,000.00	\$65,000.00	\$0.00	\$65,000.00	\$0.00	100.00%
Actuary-GASB 67	13,500.00	13,500.00	0.00	0.00	13,500.00	0.00%
Actuary-415 Calculation	20,000.00	20,000.00	1,478.00	25,904.00	(5,904.00)	129.52%
Actuary-Misc Hrly Consult	18,000.00	18,000.00	16,148.00	65,942.00	(47,942.00)	366.34%
Depreciation /Amortization	1,460,600.00	1,460,600.00	121,716.16	1,095,445.44	365,154.56	75.00%
Total Services & Supplies	<u>\$1,577,100.00</u>	<u>\$1,577,100.00</u>	<u>\$139,342.16</u>	<u>\$1,252,291.44</u>	<u>\$324,808.56</u>	<u>79.40%</u>
Total Sal, Ben, Serv & Supp	<u>\$1,577,100.00</u>	<u>\$1,577,100.00</u>	<u>\$139,342.16</u>	<u>\$1,252,291.44</u>	<u>\$324,808.56</u>	<u>79.40%</u>
Total Current Year	<u>\$1,577,100.00</u>	<u>\$1,577,100.00</u>	<u>\$139,342.16</u>	<u>\$1,252,291.44</u>	<u>\$324,808.56</u>	<u>79.40%</u>



# Ventura County Employees' Retirement Association (VCERA)

## Overlay Solutions Performance Review

**June 26, 2023**

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Relationship Management  
Dan Ryan  
Executive Director, Client Relationship  
Mgmt  
[DRyan@paraport.com](mailto:DRyan@paraport.com)



Portfolio Management  
Joe Zeck, CFA  
Portfolio Manager  
[JZeck@paraport.com](mailto:JZeck@paraport.com)

# Firm Overview



# Parametric Overview

We help institutional investors build, manage, and protect their portfolios.



*Extensive, established investment capabilities*

An industry pioneer in overlay solutions and custom indexing, Parametric is a trusted fiduciary for institutional asset owners.



*Focus on transparency and repeatability*

We provide research and rules-based solutions with a quantitative approach. Our solutions span global markets, asset classes, and instrument types.



*Extension of staff partnership*

We help investors solve specific portfolio challenges, implementing tailored solutions via a high-touch service model.

**\$409.8B+**

Firm wide AUM<sup>1</sup>, including 180.1 B+ in institutional assets

**500+**

Institutional client relationships

**195**

Investment professionals, including 107 CFA charterholders and 11 PhDs

**30+**

Years of investment experience across equities, fixed income, and derivatives

Asset figures are approximate as of 3/31/2023.

<sup>1</sup>AUM includes overlay exposure, and both discretionary and non-discretionary assets of Parametric Portfolio Associates® LLC (the Firm).

Certain statements contained herein reflect the subjective view of Parametric and its personnel and as such cannot be independently verified. Please refer to the disclosures for additional information.

# Institutional Capabilities

We offer a comprehensive platform for investors seeking to:

- ✓ Eliminate inefficiencies
- ✓ Create custom exposures
- ✓ Capitalize on market opportunities
- ✓ Address strategic and episodic risks

## Efficient implementation

Flexible exposure management programs tailored to fit specific needs

### Solution ideas

- Cash overlay
- Rebalancing
- Transition exposure
- Custom equity exposures
- Custom fixed income exposures
- Responsible investing (ESG)

## Return enhancement

Systematic strategies that seek alpha across asset classes

### Solution ideas

- Alternative risk premia
- Systematic alpha
- Portable alpha
- Commodity management
- Tax management

## Risk mitigation

Customizable tools that address and manage specific portfolio risks

### Solution ideas

- Tail-risk strategies
- Market and security hedging programs
- Asset and liability hedging
- Currency management

Investing involves market- and program-specific risks. All investments are subject to loss.

# The Parametric Difference



## Collaborative, client-centric approach

Clients are supported by a high-touch, consultative team with decades of experience structuring and executing custom strategies.



## The next level of implementation refinement

Our investments in technology and thoughtful trade execution deliver highly competitive solutions across markets.



## Comprehensive, transparent investment approach

Clients gain comprehensive exposure management tools with daily reporting delivered in a customizable format.

Certain statements contained herein reflect the subjective view of Parametric and its personnel and as such cannot be independently verified. Please refer to the disclosures for additional information.

# Representative Client List as of March 31, 2023

## > **Public**

East Bay Municipal Utility District  
Fairfax County Employees' Retirement Systems  
Houston Police Officers' Pension System  
Manhattan & Bronx Surface Transit Operating Authority Pension Plan  
Marin County Employees' Retirement Association  
Massachusetts Pension Reserves Investment Management Board  
New Mexico Public Employees' Retirement Association  
Orange County Employees Retirement System  
San Mateo County Employees' Retirement Association  
Teachers' Retirement System of Louisiana  
Utah School and Institutional Trust Funds Office  
Ventura County Employees' Retirement Association  
State of Wisconsin Investment Board

## > **Endowments**

Carnegie Institution of Washington  
Florida State University Foundation  
Indiana University Foundation  
Pepperdine University  
Texas Christian University  
Regents of the University of Michigan  
University of Minnesota Foundation

## > **Faith Based**

Catholic Diocese of Fort Worth  
Covenant Ministries of Benevolence  
Ministers & Missionaries' Benefit Board of American Baptist Churches  
Pension Fund of the Christian Church  
YMCA Retirement Fund

## > **Healthcare**

Advocate Health and Hospitals Corporation  
North Memorial Health Care  
Trinity Health Pension

## > **Taft-Hartley**

ABC-NABET Retirement Trust Fund  
Boilermaker-Blacksmith National Pension Trust  
Greater Pennsylvania Carpenters' Pension Fund  
Chicago Laborers' Pension & Welfare Funds  
International Union of Painters and Allied Trades Annuity Plan  
SEIU Pension Plans Master Trust  
Western Pennsylvania Teamsters & Employers Pension Fund

## > **Foundations**

John D. & Catherine T. MacArthur Foundation  
The McKnight Foundation  
Strada Education Network, Inc.  
Wisconsin Alumni Research Foundation

## > **Corporate**

The Boeing Company  
EverSource Energy  
Raytheon Technologies Corporation

It is not known whether the listed clients approve or disapprove of the adviser. The partial list of clients included herein were selected as being representative of the different types of institutional clients and businesses serviced by Parametric. Performance-based data was not a determining factor in their selection.

# Program Review

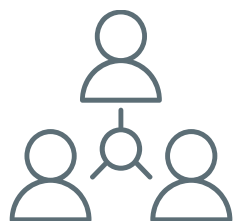
# Overlay Services - Big Picture

- > Overlay strategies offer a convenient, low cost means for:
  - > Enhancing expected return
  - > Managing risk
  - > Increasing efficiency
- > Institutional investors employ overlay strategies to help them better implement and achieve their policy objectives
- > Exchange-traded futures are often utilized to add or remove exposure to a variety of asset classes
  - > Integrate seamlessly into a fund's existing framework
  - > Non-disruptive to existing manager portfolios

Investing in a derivatives strategy involves risk. Please refer to the Risks and other Disclosures for additional information.

# Parametric Overlay Solutions

Parametric has over three decades of experience in delivering overlay services to the institutional marketplace.



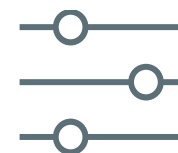
## Partnership

Dedicated and client-focused investment team to complement your staff and act as fiduciaries.



## Expertise

A strategic focus of the organization, supported by significant investment in people, processes, and technology.



## Proprietary technology

Developed and maintained in house, allowing for program customization tailored to a client's specific needs.

Certain statements contained herein reflect the subjective views of Parametric and as such cannot be independently verified.

# VCERA Overlay Structure

- > Overlay cash held for ongoing fund liquidity needs
  - > Benefit payments
  - > Capital calls
- > Overlay cash within certain manager portfolios
  - > Sprucegrove
- > Maintain asset allocation and rebalance only after pre-defined thresholds are breached
- > Maintain exposure throughout transition events
- > Daily tracking allows for increased governance and oversight
- > 2022 Annual contribution of \$162 million was invested with the objective of reducing the Fund's deviation from target asset allocation
- > 2023 contributions can be invested with the same objective of minimizing asset class deviations

## Key Takeaways

- > Portfolio remains fully invested
- > Reduced tracking error to policy benchmark
- > Increased governance and oversight



# Portfolio Management Process

VCERA account data is delivered into proprietary investment management system<sup>1</sup>



Proprietary technology validates portfolio data and generates custom overlay analytics



Overlay team evaluates and confirms overlay analytics



Necessary overlay adjustments are executed after system and multiperson verification



Comprehensive overlay program reporting is published to secure client portal

<sup>1</sup> In some cases data may not be available on a daily basis or is not accessible because the balance is held by a manager who does not make information available electronically. For illustrative purposes only.

# VCERA Cash Overlay Overview

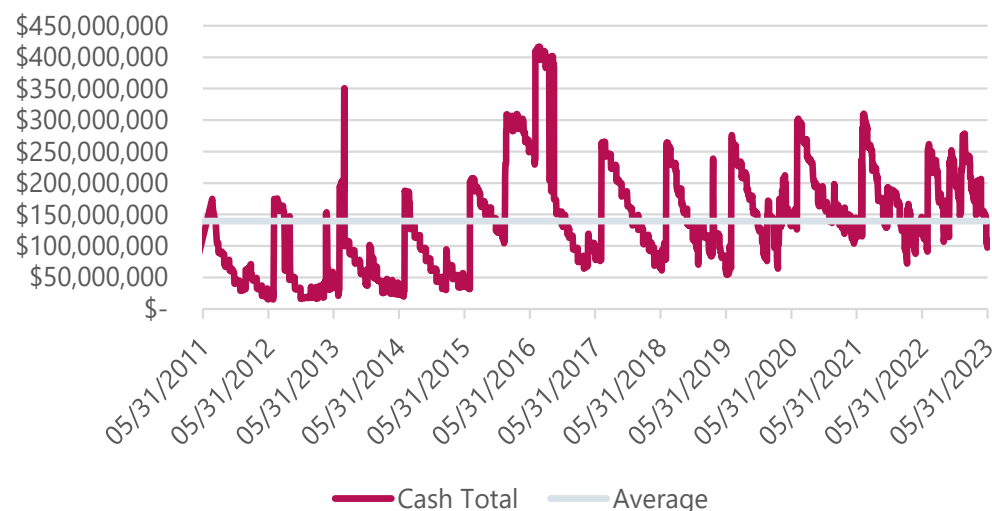
Parametric monitors cash exposure in the VCERA portfolio. Overlay exposures are utilized to securitize cash exposure into capital market exposure

- > Fund cash and Manager cash is securitized in a manner that seeks to minimize exposure imbalances relative to target asset allocations

## VCERA Cash Exposure Summary by Asset Class (5/31/23)

Asset Class	Exposure (\$)
Domestic Equity	\$87.6M
Global Equity	(\$46.0M)
International Equity	\$76.0M
Fixed Income	(\$15.2M)
<b>Net Exposure</b>	<b>\$102.4M</b>

## VCERA Cash Exposure



## Key Benefits:

- > Increase expected returns
- > Reduce transactions costs
- > Increase liquidity

Cash Levels	Actual		Effective	
	Cash	%	Cash	%
Average	139,807,261	2.65%	1,528,249	0.03%
Maximum	416,891,442	9.03%		
Minimum	15,231,417	0.46%		

As of 5/31/2023. Information subject to change.  
Source: Parametric; Date: 6/8/2023

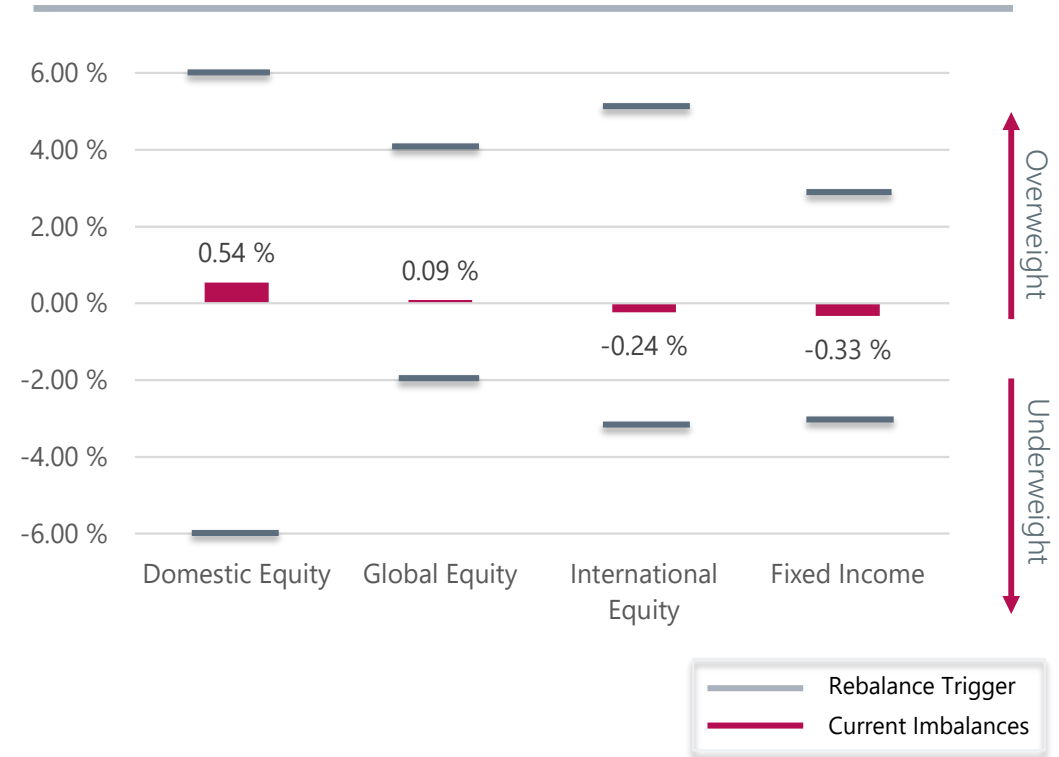
# VCERA Rebalancing Overlay Overview

Parametric monitors asset class exposures relative to VCERA's rebalancing ranges

## VCERA Rebalancing Ranges

Asset Class	Target %	Rebalancing Range
Domestic Equity	26.00%	±6%
Global Equity	9.00%	-2% to +4%
International Equity	15.00%	-3% to +5%
Fixed Income	10.00%	±3%

## Portfolio Exposures Relative to Target Allocation 5/31/2023



Parametric rebalances portfolio exposures back to asset class targets once asset class exposures have exceeded one or more rebalancing ranges

Rebalancing ranges represent asset classes that are replicable with liquid futures contracts; exposures for other asset classes are allocated proportionally to replicable asset classes and not included in rebalancing ranges.

As of 5/31/2023. Information subject to change.

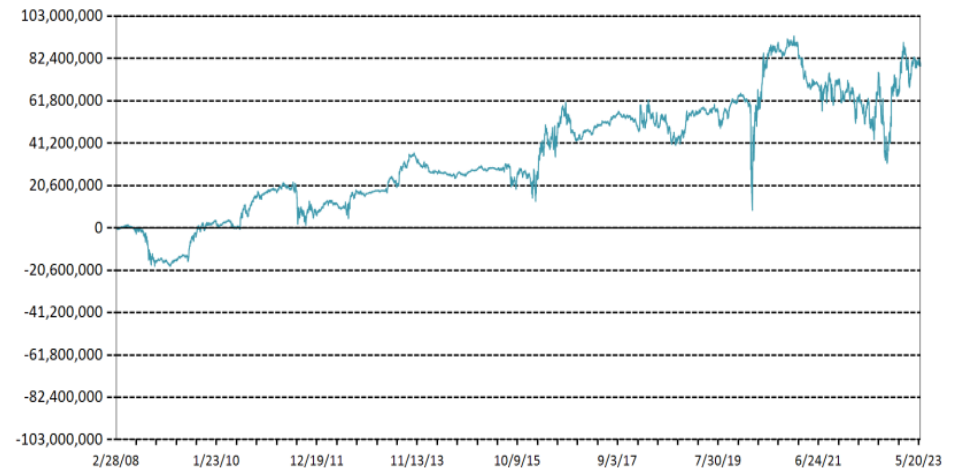
Source: Parametric; Date: 6/8/2023

# Overlay Performance and Metrics (5/31/2023)

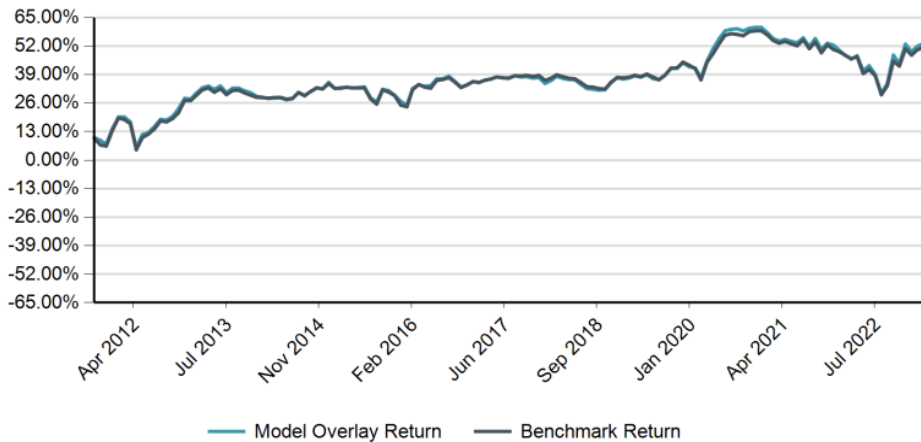
## Overlay Return Summary

Overlay Performance	Incremental Gain/Loss (Net)	Return as a % of Total Fund (Net)
1 Year	\$17,153,630	0.20%
3 Year	\$7,765,054	0.04%
5 Year	\$23,041,944	0.07%
Inception (2/26/2008)	\$76,414,969	0.13%

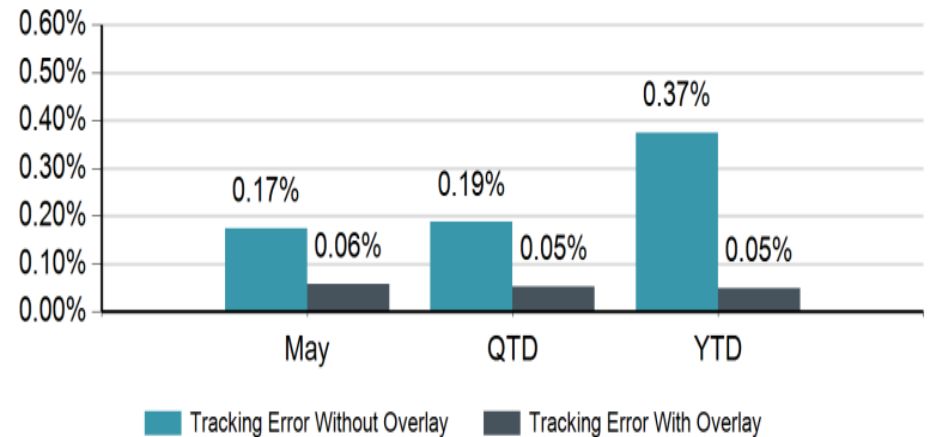
## Incremental Gain/Loss ( 2/29/2008 – 5/31/2023 )



## Synthetic Benchmark Return<sup>1</sup> vs. Benchmark Return



## Tracking Error Analysis



<sup>1</sup>Return streams are based on information provided by a third party.

Returns are gross of management fees unless otherwise noted. The deduction of an advisory fee would reduce investor's return. Information subject to change.

Past performance is not indicative of future results. Please refer to the disclosures at the end of this presentation.

Source: Bloomberg and Parametric; Date: 6/8/2023

Risks

# Overlay Solutions: What Are the Risks?

Risk	Description	How Parametric Mitigates
Market	Market performs in a way that was not anticipated. For example, cash outperforms capital markets.	Systematic market risk is an inherent part of the Overlay program and can neither be diversified away nor mitigated. Client specific policy guidelines are established to clearly define desired market risk based on client asset allocation targets.
Communication/ Information	Overlay index exposures are maintained based on underlying investment values provided by one or more third parties. There are often delays in the receipt of updated information which can lead to exposure imbalance risks. Inadequate communication regarding cash flow moves into and out of fund and manager changes can lead to unwanted asset class exposures and loss.	Parametric establishes communication links with custodial, manager, and other sources to obtain and verify positions and cash flow data as soon as it is available. Suspect data may be researched and staff notified.
Margin/Liquidity	Potential that the market moves in a manner adverse to the overlay position causing a mark-to-market loss of capital to the fund and a resulting need to raise liquidity or to close positions; this situation could happen at a time when underlying fund or positions are also declining in value.	Parametric strives to be aware of potential collateral and cash requirements to reduce the risk of needing to remove positions. Additional margin requirements are communicated via electronic mail and margin adequacy is available to the client daily.
Tracking Error	Futures (synthetic) index returns do not perfectly track benchmark index returns. This divergence between the price behavior of a position or portfolio and the price behavior of a benchmark is tracking error and impacts performance.	Parametric seeks to minimize tracking error by utilizing liquid futures contracts with sufficient daily trading volume and open interest. All derivative contracts will have some tracking error that cannot be mitigated by an overlay manager.
Leverage	Creation of market exposure in excess of underlying collateral value may lead to significant capital losses and result in position liquidation.	Parametric obtains daily collateral pool values and adjusts beta overlay positions to maintain the ratio of total exposure to collateral within a pre-defined client determined band.
Counterparty	Counterparty credit risk on OTC trading. Note: Bilateral centrally cleared OTC counterparty risk is similar to the clearing risk of holding futures investments.	Parametric can facilitate the negotiation of ISDA documentation that seeks to reduce the potential credit risk associated with OTC counterparties. Parametric monitors credit ratings and credit default swap spreads for all counterparties used and will inform staff of developments which may negatively impact credit risk.
Collateral	The program may experience losses on the underlying designated assets in addition to potential losses on the index market exposure overlaying these assets.	This risk cannot be mitigated by an overlay manager. Parametric discusses the potential for negative performance in the collateral used for the overlay prior to alpha transport applications with client.

# Appendices

# Biographies

## **Thomas Lee, CFA**

Co-President & Chief Investment Officer

Tom is a member of Parametric's Executive Committee and leads Parametric's Research, Strategy, Portfolio Management, and Trading teams, coordinating resources, aligning priorities, and establishing processes for achieving clients' investment objectives. Tom has coauthored articles on topics ranging from liability-driven investing to the volatility risk premium. He is a voting member of all the firm's investment committees. Prior to joining Parametric in 1994 (originally as an employee of the Clifton Group, which was acquired by Parametric in 2012), Tom spent two years working for the Board of Governors of the Federal Reserve in Washington, DC. He earned a BS in economics and an MBA in finance from the University of Minnesota. A CFA charterholder, Tom is a member of the CFA Society of Minnesota.

## **Clint Talmo, CFA**

Managing Director, Investment Strategy

Clint leads a team of investment professionals responsible for designing, trading, and managing customized overlay portfolios utilizing a wide spectrum of asset classes across global markets. Prior to joining Parametric in 2014, Clint was a partner at Aerwulf Asset Management. Previously, he worked for Interlachen Capital Group and EBF and Associates, where his responsibilities included research, trading, and portfolio management. He earned a BS in finance from the University of Colorado. A CFA charterholder, Clint is a member of the CFA Society of Minnesota.

## **Daniel Wamre, CFA**

Director, Investment Strategy

Dan leads a team of investment professionals responsible for designing, trading, and managing overlay portfolios. He has extensive experience helping clients and consultants manage portfolio exposures and risk through futures and options-based strategies. Prior to joining Parametric in 1995 as an intern and full-time in 1998 (originally as an employee of the Clifton Group, which was acquired by Parametric in 2012), Dan spent four years as a platoon commander/executive officer in the US Marine Corps. Upon completion of graduate school, he spent 10 months working as a commercial banking credit analyst for US Bank in Minneapolis. He earned a BS from North Dakota State University and an MBA in finance from the University of Minnesota. A CFA charter holder, Dan is a member of the CFA Society of Minnesota.

## **Christopher Haskamp, CFA**

Director, Investment Strategy Government Securities

Chris is a Director of Investment Strategy with a focus on alternative risk premia and fixed income strategies. Prior to joining Parametric in 2006 (originally as a member of the Clifton Group, which was acquired by Parametric in 2012), he spent three years as a scientist at the medical device firm Beckman Coulter. Chris earned a BS in biochemistry from the University of Minnesota; an MS in chemistry from the University of California, San Diego; and an MBA in finance from the University of Minnesota's Carlson School of Management. A CFA charterholder, Chris is a member of the CFA Society of Minnesota.

## **Richard Fong, CFA**

Director, Investment Strategy

Ricky leads a team of investment professionals responsible for designing, trading, and managing overlay portfolios. Since joining Parametric in 2010, Ricky has become a valuable resource supporting management of client LDI and options-based risk management solutions. He earned a BA in financial economics from Gustavus Adolphus College. A CFA charterholder, Ricky is a member of the CFA Society of Minnesota.

## **Sylvia P. Horstmann, CFA**

Director, Investment Strategy

Sylvia is responsible for designing, trading, and managing overlay portfolios. Prior to joining Parametric in 2022, Sylvia spent 18 years managing overlay programs at Russell Investments. She earned a BA in business administration and a BA in economics from the University of Puget Sound. A CFA charterholder, Sylvia is a member of the CFA Society of New York.



# Biographies: Institutional Sales & Service

## **Daniel Ryan**

Executive Director, Client Relationship Management

Dan is responsible for managing client relationships throughout the Western US. Prior to joining Parametric in 2013, Dan was Vice President and Senior Relationship Manager at State Street Global Advisors. He earned a BA in history from the University of Michigan.

## **Joe Zeck, CFA**

Portfolio Manager

Joe is responsible for designing, trading, and managing overlay portfolios. Prior to joining Parametric in 2014, Joe worked for Trust Point as a portfolio manager. He earned a BS in finance from St. Cloud State University. A CFA charterholder, Joe is a member of the CFA Society of Minnesota.

# Other Portfolio Solutions

- > Index commodity exposure
- > Completion swaps
- > Completion portfolios
- > Credit exposure
- > Currency hedge management
- > Custom physical exposures
- > Custom synthetic exposures
- > Duration management
- > Equity hedging
- > Inflation hedges
- > Portable alpha
- > Swaptions management
- > Interest-rate management

For informational purposes only. This is not an offer to buy or sell securities. Risks vary per securities utilized in an application selected. The client should understand risks involved before selecting a particular application.

# Synthetic Indices<sup>1</sup>

The most often used index benchmarks are as follows:

## > Domestic Equity<sup>2</sup>

- S&P 500<sup>®</sup> Index
- S&P 400<sup>®</sup> Mid Cap Index
- MSCI USA IMI Index
- MSCI Small Cap USA Index
- Russell 1000<sup>®</sup> Index
- Russell 2000<sup>®</sup> Index
- Russell 3000<sup>®</sup> Index
- Wilshire 5000 Index

## > Fixed Income

- Bloomberg Barclays U.S. Aggregate Bond Index
- Bloomberg Barclays U.S. Aggregate Gov/Credit Index
- Bloomberg Barclays Intermediate U.S. Gov/Credit Index
- Bloomberg Barclays U.S. Long Gov/Credit Index
- Bloomberg Barclays U.S. Aggregate Long Treasury Index
- Bloomberg Barclays U.S. Long Treasury Index
- Bloomberg Barclays U.S. Universal Index
- Citi U.S. Broad Investment-Grade (USBIG) Bond Index
- BofA Merrill 1-3 Year U.S. Treasury Index
- Various Constant Duration Benchmarks

## > International Equity

- MSCI EAFE<sup>SM</sup> Index
- MSCI ACWI ex. U.S.<sup>SM</sup>
- MSCI ACWI ex. U.S. IMI
- MSCI Emerging Markets Index
- MSCI World ex. U.S.<sup>SM</sup>
- S&P Global Broad Market Index

## > Global Equity

- MSCI ACWI IMI
- MSCI World<sup>SM</sup>

## > Commodities

- S&P Goldman Sachs Commodity Index
- Bloomberg Commodities Index (BCOM)
- Custom Commodity Baskets

## > International Fixed Income

- Citigroup WGBI ex. US
- Bloomberg Barclays Global Aggregate Index ex. U.S.

## > Currency

- Indexes
- Individual Currency Exposure

<sup>1</sup>Please note that only broad market (e.g. versus style) futures are available and/or liquid enough for use. Individuals may not invest directly into indexes.

<sup>2</sup>In the case of style asset exposure needs (i.e. small cap growth), Parametric can manage ETF exposures to fulfill client needs. Customized nonstandard indexes can be replicated using swaps.

For informational purposes only. This is not an offer to buy or sell securities.

# Disclosure

Parametric Portfolio Associates® LLC (“Parametric”), headquartered in Seattle, is registered as an investment advisor with the Securities and Exchange Commission under the Investment Advisors Act of 1940. Parametric is a leading global asset management firm, providing investment strategies and customized exposure management directly to institutional investors and indirectly to individual investors through financial intermediaries. Parametric offers a variety of rules-based investment strategies, including alpha-seeking equity, fixed-income, alternative and options strategies. Parametric also offers implementation services, including customized equity, traditional overlay and centralized portfolio management. Parametric is an affiliate of Morgan Stanley Investment Management, the asset management division of Morgan Stanley, and offers these capabilities through offices located in Seattle, Boston, Minneapolis, New York City, and Westport, Connecticut. This material may not be forwarded or reproduced, in whole or in part, without the written consent of Parametric. Parametric and its affiliates are not responsible for its use by other parties.

This information is intended solely to report on investment strategies and opportunities identified by Parametric. Opinions and estimates offered constitute our judgment and are subject to change without notice, as are statements of financial market trends, which are based on current market conditions. We believe the information provided here is reliable, but do not warrant its accuracy or completeness. This material is not intended as an offer or solicitation for the purchase or sale of any financial instrument. Past performance is not indicative of future results. The views and strategies described may not be suitable for all investors. Investing entails risks and there can be no assurance that Parametric will achieve profits or avoid incurring losses. Parametric does not provide legal, tax and/or accounting advice or services. Clients should consult with their own tax or legal advisor prior to entering into any transaction or strategy described herein.

Charts, graphs and other visual presentations and text information were derived from internal, proprietary, and/or service vendor technology sources and/or may have been extracted from other firm data bases. As a result, the tabulation of certain reports may not precisely match other published data. Data may have originated from various sources including, but not limited to, Bloomberg, MSCI/Barra, FactSet, and/or other systems and programs. Parametric makes no representation or endorsement concerning the accuracy or propriety of information received from any other third party.

Benchmark/index information provided is for illustrative purposes only. Investors cannot invest directly in an index. Returns for indexes are calculated gross of management fees. Deviations from the benchmarks provided herein may include but are not limited to factors such as: the purchase of higher risk securities, over/under weighting specific sectors and countries, limitations in market capitalization, company revenue sources, and/or client restrictions. Parametric’s proprietary investment process considers factors such as additional guidelines, restrictions, weightings, allocations, market conditions and other investment characteristics. Thus, returns may at times materially differ from the stated benchmark and/or other disciplines and funds provided for comparison.

Performance is presented gross of advisory fees. Advisory fees are deducted quarterly from an investor’s portfolio and would impact performance adversely. As an example, assuming (a) \$1,000,000 investment, (b) portfolio return of 5% per year, and (c) 1.00% annual investment advisory fee, the cumulative fees paid would be \$10,209.57 in the first year, \$55,254.43 over five years, and \$122,351.51 over ten years. Actual fees charged vary by portfolio due to various conditions, including account size. Parametric’s investment advisory fees are described further in Part 2A of Form ADV, which is available on request.

Derivatives such as futures, swaps, and other investment strategies have certain disadvantages and risks. Futures require the posting of initial and variation margin. Therefore, a portion of risk capital must be preserved for this purpose rather than being allocated to a manager. Liquid futures may not exist for published benchmarks which may result in tracking error. Also, some intra-period mispricing may occur. Swaps require periodic payments, may be less liquid than futures, and may have counterparty/credit risk. Some investment strategies require a cash investment equal to the desired amount of exposure.

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Parametric is headquartered at 800 5th Ave Suite 2800, Seattle, WA 98104. Parametric’s Minneapolis office is located at 3600 Minnesota Drive, Suite 325, Minneapolis, MN 55435. For more information regarding Parametric and its investment strategies, or to request a copy of Parametric’s Form ADV, please contact us at 206.694.5575 (Seattle) or 952.767.7700 (Minneapolis), or visit our website, [www.parametricportfolio.com](http://www.parametricportfolio.com).

**Parametric Overlay Solutions Composite**  
**GIPS Report**  
USD

	Total Gross Return AWR	Total Net Return AWR	3Yr Ex-Post Std Dev Composite Gross	Internal Equal Wtd. Dispersion	Number Of Portfolios	Year-End Composite Overlay Exposure (MM)	Composite Assets (MM)	Total Firm Assets (MM)	Total Firm Overlay Exposure (MM)	Total Firm Economic Exposure (MM)*
2013	4.81%	4.65%	3.59%	9.38%	215		30,045	80,896		
2014	2.98%	2.83%	2.80%	4.74%	270		36,290	94,545		
2015	-0.86%	-1.01%	2.86%	5.57%	333		43,711	99,248		
2016	3.40%	3.24%	2.73%	8.03%	334		46,915	111,470		
2017	9.03%	8.87%	3.02%	9.08%	335		45,026	137,786		
2018	-2.86%	-3.01%	3.39%	3.43%	355		37,087	122,650		
2019	8.75%	8.59%	3.74%	9.71%	385		47,924	277,806		
2020	8.71%	8.55%	7.83%	11.36%	404	61,410		241,194	106,496	347,690
2021	4.75%	4.59%	7.52%	16.51%	455	76,012		292,472	125,968	418,440
2022	-8.07%	-8.21%	8.77%	14.94%	454	62,325		265,381	115,810	381,191

\* Total Firm Economic Exposure is the sum of the total firm assets and the firm overlay exposure. Firm overlay exposure represents the sum of the notional exposure of the overlay strategy portfolio or a specific contractual program notional value.

Composite Creation Date: December, 2013; Inception Date: July 1, 1996

Annualized As Of	Composite Gross Return	Composite Net Return
12/31/2022		
1 Year	-8.07%	-8.21%
5 Year	2.03%	1.88%
10 Year	2.92%	2.77%

1 Parametric Portfolio Associates® LLC claims compliance with the Global Investment Performance Standards (GIPS®) and has prepared and presented this report in compliance with the GIPS standards. Parametric Portfolio Associates® LLC has been independently verified for the periods January 1, 2000 to June 30, 2022. The verification report(s) is/are available upon request. A firm that claims compliance with the GIPS standards must establish policies and procedures for complying with all the applicable requirements of the GIPS standards. Verification provides assurance on whether the firm's policies and procedures related to composite and pooled fund maintenance, as well as the calculation, presentation, and distribution of performance, have been designed in compliance with the GIPS standards and have been implemented on a firm-wide basis. Verification does not provide assurance on the accuracy of any specific performance report.

2 Parametric Portfolio Associates® LLC (the "Firm") is an investment advisor registered under the Investment Advisers Act of 1940. Parametric Portfolio Associates® LLC provides rules-based investment management services to institutional investors, individual clients and commingled investment vehicles, including Systematic Alpha and Income Strategies, Custom Core, Centralized Portfolio Management ("CPM"), Customized Exposure Management ("CEM"), Volatility Risk Premium ("VRP"), Tax-Advantaged Bond Strategies (TABS), and Taxable Bond Strategies. The Firm has complied with the GIPS standards retroactive to January 1, 2000.

Prior to July 1, 2019, the firm included only the Parametric Investment & Overlay Strategies. On July 1, 2019, the firm was redefined to include the Parametric Custom Tax-Managed & Centralized Portfolio Management Strategies. On January 1, 2020, the firm was redefined to include the Tax-Advantaged Bond Strategies (TABS), and Taxable Bond Strategies previously managed by Eaton Vance Management, an investment affiliate of Parametric's parent company, Eaton Vance Corporation. For the purpose of complying with the GIPS standards, the Firm is defined and held out to the public as Parametric Portfolio Associates® LLC.

On March 1, 2021, Eaton Vance Management and its affiliates (which includes Parametric Portfolio Associates® LLC) became wholly-owned, subsidiaries of Morgan Stanley. The Firm continues to operate as Parametric Portfolio Associates® LLC.

- 3 Effective January 1, 2020, portfolio returns are calculated based on the sum of the monthly gain/loss in the client account divided by the account AUM value of the previous month end. The account AUM value is the notional value of the securities within the account. The client account AUM value at the prior month end is used for the composite asset weighted performance calculation. Collateral and collateral income are not reflected in the composite returns.
- Prior to January 1, 2020 portfolio returns are calculated based on the sum of the daily gain/loss in the client account divided by the total portfolio value of the previous month end. The total portfolio value is the market value of the client's manager portfolios, as defined in the guidelines. The client account overlay target value at the prior month end is used for the composite asset weighted performance calculation. Collateral and collateral income are not reflected in the composite returns.
- 4 The methodology used to calculate composite overlay exposure represents the notional exposure of the overlay strategy portfolio.
- 5 Internal dispersion is based on the sample using the equal-weighted standard deviation of the annual gross returns of those portfolios that were included in the composite for the entire year. When the composite consists of five or fewer portfolios for the full year, no dispersion measure is presented. The three-year annualized standard deviation measures the variability of the composite gross returns and the benchmark returns over the preceding 36-month period.
- 6 Policies for valuing investments, calculating performance, and preparing GIPS Reports are available upon request.
- 7 A list including composite descriptions and pooled funds descriptions for limited distribution pooled funds is available upon request.
- 8 GIPS® is a registered trademark of CFA Institute. CFA Institute does not endorse or promote this organization, nor does it warrant the accuracy or quality of the content contained herein.
- 9 The Parametric Overlay Solutions Composite is comprised of all fully discretionary separate accounts that create custom overlay solutions designed to help investors achieve policy objectives. The Parametric Overlay Solutions strategy utilizes an array of investment instruments to achieve client objectives through adherence to detailed investment guidelines. Objectives can include interest rate management, currency management, rebalancing, transition management, cash securitization and neutralizing policy performance shortfalls. Key risks for strategies utilizing derivative securities have one or more combinations of the following risks that may be incurred: market risk, communication/information risk, leverage risk, trade restrictions risk, margin/liquidity risk, commodity risk, collateral risk and opportunity risk.
- 10 Effective August 30, 2021 the Parametric Overlay Solutions Composite name changed from PIOS Composite.
- 11 This composite is not compared against a benchmark. There is no observable benchmark or index that exists with an objective similar to that of the strategy. It is not possible to directly invest in an index.
- 12 Composite net returns are calculated by deducting the actual portfolio management fee charged when known and available, otherwise the maximum management fee charged for a segregated account of this style is deducted from the gross performance returns.
- 13 The separate account management fee schedule is as follows: First \$50M @ 0.15%; Thereafter @ 0.10%.
- 14 Derivative securities are used in the accounts which comprise this composite. The firm's strategies contain derivatives such as futures, options, swaps, and other investment strategies that may involve certain advantages and risks. Futures require the posting of initial and variation margin. Therefore, a portion of risk capital must be preserved for this purpose rather than being allocated to a manager. Swaps require periodic payments, which may be less liquid than futures, and certain swaps may have counterparty/credit risk. Some investment strategies may require a collateral investment equal to the desired amount of exposure.





June 26, 2023

Board of Retirement  
Ventura County Employees' Retirement Association  
1190 South Victoria Avenue, Suite 200  
Ventura, CA 93003

**SUBJECT: \$25 Million Commitment to Crayhill Principal Strategies Fund III**

Dear Board Members:

NEPC and I jointly recommend a \$25 million commitment to the Crayhill Principal Strategies Fund III.

*Background*

The Board's adopted asset allocation of April 18, 2022 increased the target allocation to private credit from 6% to 8% for a globally diversified private credit program over three years. At the March 27, 2023 Board meeting, the Board approved a Private Debt Pacing Plan that called for a 2023 Private Credit pacing commitment target of \$225 million. On January 23, 2023, the Board approved a \$30 million commitment to each of HarbourView Royalties Fund and to Kennedy Lewis Capital Partners Fund III; on February 27, 2023 approved \$25 million add-on to Cross Ocean ESS Fund IV, and on April 17 committed \$25 million to Monroe Capital Opportunistic Private Credit Fund II. These commitments combined to total \$110 million toward the \$225 million Board approved pacing target for 2023.

**Crayhill Principal Strategies Fund II**

As described in greater detail in NEPC's investment report, Crayhill Principal Strategies Fund III (CPS III) is targeting \$1 billion (\$1.5 billion hard cap) in total commitments, an increase from a \$500 million target in its predecessor fund, CPS II. CPS III is targeting the same 1.4x-1.5x net Total Value to Paid-In capital equity multiple (TVPI), and a higher net 13%-16% unlevered net Internal Rate of Return (net IRR), with strong cash yields. CPS III will not employ any fund-level leverage.

CPS III will invest in asset-based private credit investments backed by pools of real and financial assets. The strategy focuses on providing flexible and tailored capital solutions to specialty finance platforms and asset-heavy companies that originate, service and develop cash-flowing assets such as loans, leases, royalties, receivables, offtake agreements and subsidies. Moreover, like fund CPS II, CPS III's investments will be tightly structured and self-amortizing to help mitigate risk. The Fund seeks to structure deals that have first-loss protection, priority return waterfalls while incorporating upside optionality. The Fund is designed to generate stable mid-teen net returns irrespective of the market environment. Investments are generally structured to include i) a current cash yield, ii) profit

sharing realized through the performance of underlying assets and iii) in most cases, warrants that provide upside through performance of the counterparty.

CPS III has a closed-end structure with an initial eight-year fund life from the date of the final close, and is subject to two 1-year extensions. The Fund has a three-year investment period from the date of the final close, with a possible 6-month extension subject to Advisory Committee approval.

The fund is targeting exposures that are differentiated, in part characterized by low correlations to traditional corporate lending, which will further diversify the portfolio. Further, companies targeted are often overlooked by generalist private credit firms, allowing for larger spreads and better covenant protections.

For first close investors, during the investment period the GP offers a choice of fees on committed capital at 45 basis points stepping up to 135 basis points on invested capital, (or 135 basis points on invested capital from the beginning), an 18% carry, and a 7% hurdle rate. Additional NEPC client aggregated management fees discounts are available to NEPC clients subject to qualification.

**THEREFORE, IT IS RECOMMENDED THAT THE BOARD:**

- 1. Approve a \$25 million commitment to the Crayhill Principal Strategies Fund III, and direct staff and counsel to negotiate the necessary legal documents; and,**
- 2. Subject to successful contract negotiations, authorize the Board Chair or the Retirement Administrator, or if both unavailable, the Chief Investment Officer to approve and execute the required documentation.**

Respectfully submitted,



Dan Gallagher  
Chief Investment Officer





NEPC, LLC

**To:** Ventura County Employees' Retirement Association  
**From:** NEPC Consulting Team  
**Date:** June 26, 2023  
**Subject:** Crayhill Principal Strategies Fund III Recommendation

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**Recommendation**

NEPC and VCERA's CIO recommend that the Board of the Ventura County Employees' Retirement Association ("VCERA" or the "Plan") approve a commitment of \$25 million to Crayhill Principal Strategies Fund III (the "Fund", "Crayhill Fund III," or "Fund III"). The Fund has not yet been rated by the NEPC Private Investment Committee; however, it is likely to be rated in the next 4-6 weeks. NEPC views Crayhill Fund III as an appropriate investment that is additive to VCERA's private credit portfolio. Crayhill already has a \$25 million commitment from VCERA in Crayhill Principal Strategies Fund II in the VCERA Private Credit Allocation. NEPC assigned a 2 rating to Crayhill Principal Strategies Fund II.

NEPC and VCERA's CIO believe that Crayhill Principal Strategies Fund III fits well in VCERA's Private Credit allocation for the following reasons:

- The co-founders, Carlos Mendez, and Josh Eaton have worked together for over a decade and have significant experience identifying and creating tailored structured financing around custom opportunities in Crayhill's strategy. The co-founders have invested ~\$3 billion together through their careers. Furthermore, the team is fully staffed for Cray hill's \$3 billion in AUM. The Firm has 25 total employees and 12 investment professionals.
- Fund III is a unique asset-based strategy that will target areas outside of traditional corporate credit. Target areas include equipment leasing, new energy finance, specialty real estate, trade finance, factoring & receivables, regulatory capital, small business lending, royalties, litigation finance and media receivables. Investments will be highly structured with clearly defined amortization schedules, and are generally underwritten with the expectation that they will be held until maturity.
- Crayhill dedicates a significant amount of time and resources in its top-down approach to identifying themes and funding gaps. While the team looks at catalysts for supply/demand imbalances in sectors, it spends a substantial amount of time determining if these changes alter the quality or performance attributes of the underlying assets. The entire senior team is responsible for identifying themes and is expected to be working on 2-4 themes at any one time.



### **Overview of Ventura Private Credit Program (PC)**

As of 3/31/2023, VCERA has committed \$800 million to Private Credit, with approximately \$407 Million invested. Through 3/31/2023, the PC allocation has generated a net internal rate of return of 7.0% per annum, with a Total Value to Paid-In Capital ratio of 1.12x. Results have been achieved through a broad mix of Direct Lending, Real Estate, Distressed and Opportunistic lending strategies. Upon approval, this commitment will be VCERA's fifth 2023 vintage year commitment, bringing year-to-date commitments to \$135 Million versus the 2023 Private Credit Pacing Plan total of \$225 Million.

### **Fund III Overview**

Crayhill is seeking to raise \$1 billion (\$1.5 billion hard cap) for Crayhill Principal Strategies Fund III, an asset-based private credit strategy that will target investments that are backed by pools of real and financial assets. The Fund will primarily focus on North America, but will have the ability to invest in Western Europe too. The Fund will primarily target a handful of core sectors, primarily Media, Commercial Finance, Renewable Energy and Structured Real Estate. The Fund will primarily focus on private credit, with most of the Fund likely to be in the senior secured part of the capital structure, and generally in investments that pay interest for quarterly distributions. The portfolio will ultimately consist of 15-20 high conviction names, targeting deals in the range of \$50 million to \$100 million. Fund III has the potential to be a concentrated strategy, with up to 15% allowable in a single position, and up to two separate positions consisting of 20% of the total portfolio. Fund III is targeting an unlevered net IRR of 13% to 16%, and a net TVPI of 1.4x to 1.5x. The Fund will not use fund-level leverage.

Crayhill employs a highly disciplined approach to underwriting, with an emphasis on capital preservation. Investments are collateralized by assets and the associated cash flows. Risk mitigation strategies are implemented through tailored structures and an ongoing risk management process. This approach has been developed through the investment team's experience in an array of structured finance investments across asset classes and various economic cycles. Crayhill's underwriting strategy features several fundamental tenets important to the Fund's evaluation of prospective opportunities, including asset performance, investment exit profile, platform proficiency, and theme repeatability and scalability. Regarding asset performance, Crayhill will conduct analysis to identify factors that assess cash flow consistency and timing. Crayhill will perform tests to assess risks such as probability of default, loss given default, and recovery rates. Regarding investment exit profile, Crayhill typically underwrites with the assumption that the Fund will hold investments to maturity, but retain the ability to pursue opportunistic exits to mitigate risk. As for platform proficiency, Crayhill seeks counterparties that possess strong operating teams and robust business plans in their sector. Pertaining to theme repeatability and scalability, Crayhill will scale investment exposures with follow-on transactions. Crayhill aims for value creation by replicating processes and solutions within an investment theme, this helps with core principles of repeatability and scalability.

As of March 31, 2023, Fund II is off to a strong start, currently generating a 21.1% net unlevered IRR. 15 total investments have been made and 4 have been realized. The Crayhill team has indicated that there will be a few more investments before the



investment period ends for Fund II. Fund II has a net TVPI of 1.21x so far. Crayhill projects that the ultimate net TVPI will progress closer to 1.34x. Fund II has had strong cash generation as well. The Fund has generated 15.2% in inception-to-date distributed net cash yield. The Fund should continue to generate a strong cash yield. Two investments are held below cost currently, but they have a feasible pathway to profit before the Fund is wound down.

The Fund has a 3-year investment period from the final close, with one six-month extension with the approval of the Advisory Committee. The fund term is 8 years from the initial close, with two one-year extensions included. Investors will be subject to a management fee and carried interest, should they choose to invest in Fund III. There is a first close discount available to investors, as well as consultant-aggregator discounts:

- The base management fee is 0.50% on committed capital and 1.50% on invested capital during the investment period. After the investment period the management fee will be 1.50% on invested capital, decreasing to 1.0% if the Fund term is extended. There is also an option to have the management fee be on invested capital only, at a rate of 2.0%, during the investment period.
- Base carried interest of 20% over a 7% preferred return.
- First close discount would yield a flat 10% discount to management fee and carried interest. For commitments that are less than \$100 million, this will yield a management fee of 0.45% on committed capital and 1.35% on invested capital. This would also yield a carried interest of 18%. There is the option to have the management fee be on invested capital only, at a rate of 1.8%, during the investment period.

Given the expectation of a relatively rapid funding period, NEPC recommends the fee based on committed capital.

\*Note: An NEPC client aggregated discount can be available on thresholds of \$100 million, \$150 million, and \$200 million. The aggregation discount will decrease the management fee and carried interest for investors.

The NEPC Private Investment Committee has not yet voted on Crayhill Principal Strategies Fund III, however the Fund should have a rating in the next 4-6 weeks. The Fund has an experienced leadership team that has developed an extensive track record in the unique markets that Crayhill invests in. There are meaningful diversification benefits to allocating to Fund III, Crayhill Principal Strategies Fund III will provide a differentiated and unique strategy, and is run by investors that have strong sourcing depth in the markets in which Fund III will invest. However, VCERA should be aware of the size increase for Fund III, the economics that are on the higher end for private credit offerings, and the GP commitment that is on the lower end for private credit offerings. That said, NEPC is encouraged by early due diligence in Fund III, and is supportive of staff's recommendation to commit \$25 million to Crayhill Principal Strategies Fund III.



Carlos Mendez, Co-Founder  
& Managing Partner



Shamafa L. Khan, Head of  
Marketing & IR



# Crayhill Capital Management

## Crayhill Principal Strategies Fund III

**Content Requested By:**  
**Ventura County Employees' Retirement**  
**Association (VCERA)**

**June 26, 2023**

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## Crayhill is an Asset-Based Private Credit Manager

<p><b>Mission</b></p>	<ul style="list-style-type: none"> <li>▪ Crayhill manages over <b>\$2 billion</b> of capital dedicated to private asset-based investments</li> <li>▪ Focus and expertise in <b>Opportunistic and Income-Producing Asset-Based</b> private credit strategies</li> </ul>
<p><b>Leadership</b></p>	<ul style="list-style-type: none"> <li>▪ Founded in 2015 and based in New York City</li> <li>▪ Co-Founders have worked together for over a decade and have invested approximately \$3 billion together<sup>1</sup></li> <li>▪ Track record of attractive risk-adjusted returns<sup>2</sup></li> <li>▪ Diversified investor base comprised of approx. 70% pension funds, 10% insurance companies, and large multi-family offices, endowments, and foundations<sup>3</sup></li> </ul>
<p><b>Approach</b></p>	<ul style="list-style-type: none"> <li>▪ Crayhill has long-standing and extensive relationships in the <b>specialty finance</b> industry and employs a <b>direct-origination</b> approach to sourcing investment opportunities</li> <li>▪ Industry specializations include <b>renewable energy, commercial finance, structured real estate, and media</b></li> </ul>
<p><b>Fund III</b></p>	<ul style="list-style-type: none"> <li>▪ Targeting low-to-mid teens net IRR and 1.4x-1.5x net MOIC with quarterly distributions of high-single digit annualized cash yields<sup>4</sup></li> </ul>

1. Historical investment information presented herein reflects, in part, the past experience of the Co-Founders and should not be construed exclusively as the past experience of Crayhill or its other employees

2. Past performance is not necessarily indicative of future results. There is no guarantee that future investments or funds will achieve similar results

3. Representative of LP composition in Crayhill's most recent commingled fund vehicle, Crayhill Principal Strategies Fund II ("Fund II"), by commitment amount (\$)

4. Crayhill intends to assemble a portfolio of investments for the Fund that it believes is capable of achieving low-to-mid teens net IRR and 1.4x – 1.5x net MOIC with quarterly distributions of high-single digit annualized cash yields. Target returns are based on current market conditions as well as Crayhill's assumptions and models and are subject to change without notice, and should not be regarded as a representation, warranty or prediction that any fund will achieve or is likely to achieve any particular result or that investors will be able to avoid losses. Target returns are hypothetical and for a general description of the risks involved and assumptions used in calculating please see Slide 2. The Fund's ability to achieve its target return is contingent upon, among other factors, such fund's ability to deploy cash over time

## Crayhill makes opportunistic asset-based private credit investments

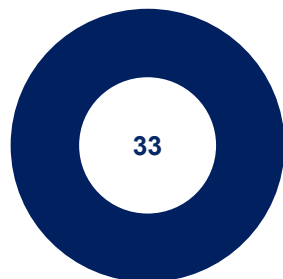
### Overview

- Founded in 2015, Crayhill is an SEC-registered alternative investment firm focused on niche private credit and opportunistic asset-based investments
- Focus on providing flexible and scalable capital solutions to specialty finance platforms and asset-heavy companies
- Seek to achieve capital preservation through tightly-structured investments backed by segregated, cash-flowing assets such as loans, leases, royalties and receivables
- 25 professionals<sup>1</sup> with headquarters in New York City

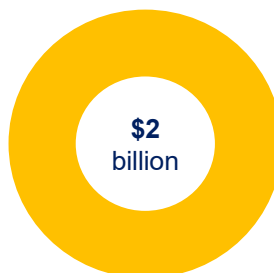
### Track Record

- **Crayhill Principal Strategies Funds:**
  - Fund I: Crayhill achieved a net IRR of 10.5% for Crayhill Principal Strategies Fund I LP based on the highest fee level charged to any LP and a net IRR of 13.3% based on the weighted average fees of all investors<sup>2</sup>
  - Fund II:
    - As of March 31, 2023, Fund II has a 16.3% current net IRR and 12.9% current cash yield<sup>2</sup>
    - As of March 31, 2023, Fund II has completed 15 investments, of which 4 investments have realized.
    - As of March 31, 2023, VCERA's account has a 23.1% current net IRR and 16% current cash yield<sup>4</sup>

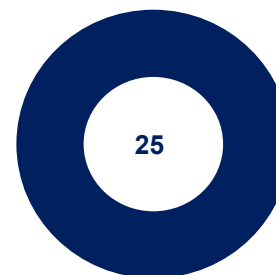
### Total # of Investments Made<sup>3</sup>



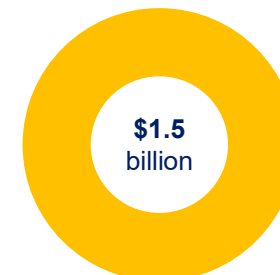
### Total Firm RAUM



### Team Size<sup>1</sup>



### Capital Invested<sup>3</sup>



1. Includes two full time and two part time consultants

2. Past performance is not necessarily indicative of future results. There is no guarantee that future investments or funds will achieve similar results. Net returns are calculated by reducing gross returns by all fees and expenses using the highest fee level of all limited partners in the Fund and separately calculated using the weighted average of investors, therefore these returns represent aggregate returns and not necessarily the returns of a representative investor

3. As of 12/31/22. Since inception of Crayhill.

4. Past performance is not necessarily indicative of future results. There is no guarantee that future investments or funds will achieve similar results.

# Team: Firm Led by Experienced Industry Veterans



Senior team with extensive industry relationships and asset management experience

- 100% of firm owned by management; no external stakeholders

## Co-Founders



**Joshua Eaton**

- 23+ Years Experience
- Former Portfolio Manager, Magnetar



**Carlos Mendez**

- 24+ Years Experience
- Former Portfolio Manager, Magnetar

## Long-Term Partnership

- Co-Founders: 22-year personal, 13-year professional relationship
- Sourced, underwritten and managed over \$3bn of investments together<sup>1</sup>

## Executive Management



**Shamafa L. Khan**  
*Head of Marketing & Investor Relations*

- 17+ Years Experience
- Formerly with Barings



**Joe Thomas**  
*Chief Financial Officer  
Chief Compliance Officer*

- 27+ Years Experience
- Formerly with Dune Capital



**Scott Beardsley**  
*Chief Operating Officer*

- 20+ Years Experience
- Formerly with BlueMountain Capital Management



**Daniel Shlomi**  
*General Counsel*

- 11+ Years Experience
- Formerly with Akin Gump Strauss Hauer & Feld LLP

1. Historical investment information presented herein reflects, in part, the past experience of the Co-Founders and should not be construed exclusively as the past experience of Crayhill or its other employees



# Team: Key Roles & Responsibilities



The Crayhill team has the necessary skillsets required to execute upon its strategy

## Investment Professionals

### Sourcing & Underwriting

<b>Carlos Mendez<sup>1</sup></b> <i>Managing Partner</i>	<b>Stefan Hofer<sup>1</sup></b> <i>Managing Director</i>	<b>Sloan Sutta<sup>1</sup></b> <i>Managing Director</i>	<b>Shweta Kapadia<sup>1</sup></b> <i>Managing Director</i>
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### Structuring & Risk Management

<b>Josh Eaton<sup>1</sup></b> <i>Managing Partner</i>	<b>Raj Savai<sup>1</sup></b> <i>Managing Director</i>	<b>Dmitriy Potylitsin</b> <i>Vice President</i>
--	--	--

**Ziming Huang**  
*Associate*

**Oana Balea<sup>2</sup>**  
*Data Analyst*

### Cross Functional Investment Professionals

<b>Jihane Hassad</b> <i>Director</i>	<b>Sadri Salman</b> <i>Vice President</i>	<b>Daier Song</b> <i>Vice President</i>
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**Robert Moyer**  
*Vice President*

**Yuan Ren<sup>2</sup>**  
*Quantitative Analyst*

## Business Professionals

### Finance

<b>Joseph Thomas</b> <i>CFO &amp; CCO</i>	<b>Bilal Galla</b> <i>Controller</i>	<b>Alyssa Cui</b> <i>Senior Accountant</i>
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**Carmen Quinones**  
*Accounting Assistant*

**Michelle Manfredi<sup>2</sup>**  
*Accounting Assistant*

### Legal & Operations

<b>Scott Beardsley</b> <i>COO</i>	<b>Daniel Shlomi</b> <i>General Counsel</i>	<b>Sara Sherman<sup>2</sup></b> <i>Legal Consultant</i>
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### Investor Relations

<b>Shamafa Khan</b> <i>Head of Marketing &amp; Investor Relations</i>	<b>Claribel Herrera</b> <i>Executive Assistant</i>
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**Morgan Holcomb**  
*Executive Assistant*








1. Denotes an Investment Committee member  
2. Consultant



# Strategy: Key Characteristics of Target Investments



Crayhill's strategy is defensive and uncorrelated

	Asset-Based	Backed by assets generating contracted or determinable cash flows
	Principal Protection	Target capital preservation through first-loss capital, priority return waterfalls, and/or a diversified collateral base
	Current Income	Seek to generate high single-digit cash yield to reduce risk from investment and provide interim liquidity <sup>1</sup>
	Upside Optionality	Aim to capture upside performance through profits interests, warrants or other equity interests
	Risk Management Controls	Establish eligibility criteria to manage exposures; pursue underlying asset approval and controls to manage risk and permit unwinding of investments should market conditions change
	Complexity Premium	Aim to capture a premium associated with structuring capital solutions for growing specialty finance and asset-heavy companies
	Limited Competition	Limited number of players targeting Crayhill sectors of focus and targeted deal size, leading to sustained supply-demand imbalance (vs. middle-market direct lending)

1. Target returns are based on current market conditions as well as Crayhill's assumptions and models which account for the economic terms of the expected transactions, quality of the collateral and pace of deployment over the life of the fund and are subject to change without notice, and should not be regarded as a representation, warranty or prediction that any fund will achieve or is likely to achieve any particular result or that investors will be able to avoid losses. Target returns are hypothetical and for a general description of the risks involved and assumptions used in calculating please see Slide 2. A Fund's ability to achieve its target return is contingent upon, among other factors, such fund's ability to deploy cash over time

# Investment Process: Overview



Crayhill provides balance sheet capital to growing specialty finance platforms that originate, service and develop cash-flowing assets<sup>1</sup>

## Key Elements of Investment Process

Identify Funding Gaps	Source Borrowers & Assets	Engineer Creative Structures	Monitor and Manage Risk
<ul style="list-style-type: none"><li>• Look for capital supply and demand imbalances</li><li>• Focus on opportunities where Crayhill has significant expertise</li><li>• Establish reputation as creative solutions provider</li></ul>	<ul style="list-style-type: none"><li>• Provide capital to experienced and growing originators / servicers</li><li>• Target assets with strong underlying fundamentals</li><li>• Seek current cash flows to de-risk and facilitate exit</li></ul>	<ul style="list-style-type: none"><li>• Seek to structure investments to protect principal and mitigate risks</li><li>• Aim to segregate assets and require first-loss subordination</li></ul>	<ul style="list-style-type: none"><li>• Dedicated risk management and monitoring process</li><li>• Utilize collateral data and cash flows for real-time monitoring</li><li>• Exercise controls and approval rights to manage risk and optimize performance</li></ul>

## Typical Investment Characteristics

### Target Opportunities...

- with asset-heavy specialty finance companies
- in areas lacking traditional financing sources
- with assets segregated from operating companies
- producing current cash flows to support self-amortizing profiles
- in structures that preserve capital but maintain upside optionality

### Avoid Opportunities...

- in regular corporate credit
- in sectors flush with funding alternatives
- involving owning or operating servicing platforms
- relying on market timing or residual value risk to exit
- in structures that lack alignment and limit upside

1. This slide represents an example of services Crayhill has and may provide. This slide illustrates a complex process at a high level. In actual investing, steps may be substituted, modified or omitted

# Summary of Key Terms<sup>1</sup>

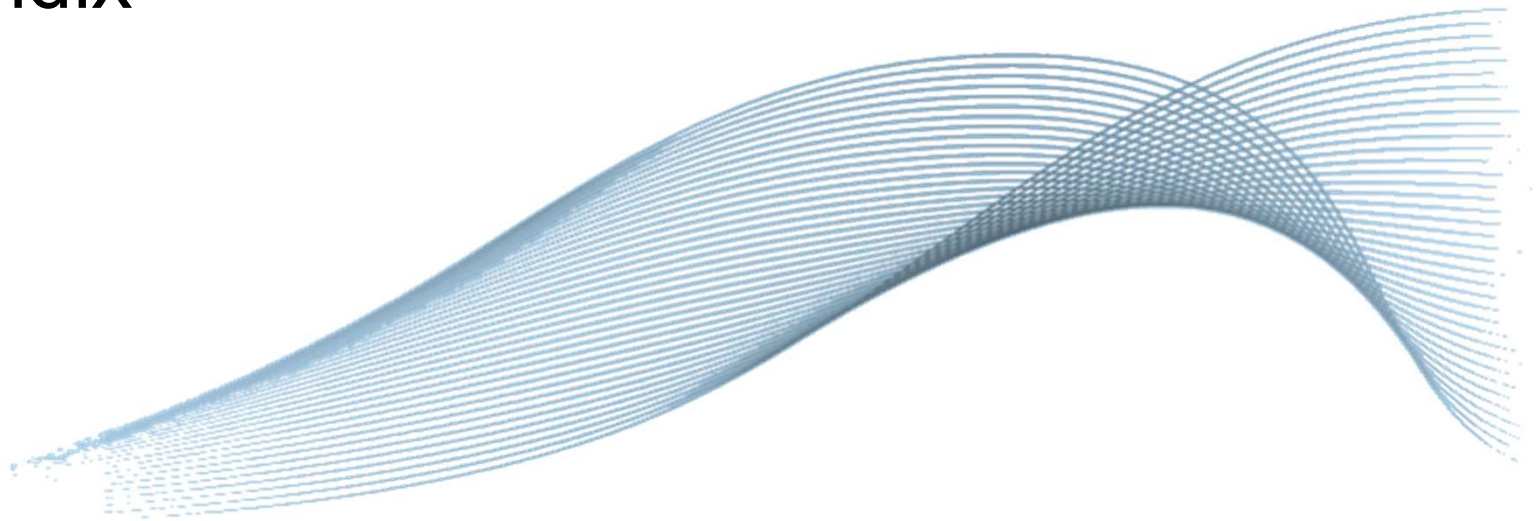


## Crayhill Principal Strategies Fund III LP

<b>Target Fund Commitments</b>	\$1 billion
<b>Minimum Commitment Size</b>	\$10 million
<b>Investment Period</b>	3 years from final closing date, with one six-month extension; capital reinvested
<b>Term of Partnership</b>	8 years from initial closing date, with two one-year extensions
<b>GP Commitment</b>	At least 1.0% of aggregate investor commitments
<b>Management Fees</b>	<i>During investment period:</i> 0.50% on committed capital, stepping up to 1.50% on actively invested capital <i>Post-investment period:</i> 1.5% on actively invested capital; 1.0% during any term extension
<b>Carried Interest</b>	20%
<b>Preferred Return</b>	7% with 100% GP catch up
<b>Current Income</b>	Distributed quarterly commencing with the first full calendar quarter following the final closing
<b>First Close Discount</b>	10% Discount (i.e. 0.45% on committed capital, stepping up to 1.35% on actively invested capital, 18% carried interest)

1. The following summary of terms of the Fund does not purport to be complete and will be superseded and qualified in its entirety by the provisions of the Agreement of Limited Partnership of the Fund, as amended to date

# Appendix



## Managing Partners

**Joshua P. Eaton** – Mr. Eaton is a Co-Founder and a Managing Partner of Crayhill Capital Management. Prior to founding Crayhill in July 2015, Mr. Eaton was a Portfolio Manager in the Fixed Income Group of Magnetar Capital, where he focused on illiquid, structured credit and asset-based investment opportunities. Prior to joining Magnetar in 2012, Mr. Eaton was a Managing Director in the Structured Finance Group at Sandler O’Neill & Partners, L.P., where he developed and advised on asset-based and capital solutions for banks, insurance companies and other financial institutions. Prior to joining Sandler O’Neill in 2010, Mr. Eaton spent over five years at Dune Capital Management LP, an investment management firm he helped launch as a spinoff from Soros Fund Management in late 2004. Prior to Dune, Mr. Eaton spent seven years as an associate at Cleary Gottlieb Steen & Hamilton LLP, where his practice focused on corporate and financial transactions. Mr. Eaton received a J.D. degree, magna cum laude, from Boston University School of Law in 1997, a degree in French studies, with honors, from Université de Caen, France in 1994, and a B.A. in Business Administration, Finance Concentration, from the University of Washington in 1992. Mr. Eaton is member of the New York Bar.

**Carlos Mendez** – Mr. Mendez is a Co-Founder and a Managing Partner of Crayhill Capital Management. Prior to founding Crayhill in July 2015, Mr. Mendez was a Portfolio Manager in the Fixed Income Group of Magnetar Capital, where he focused on illiquid, structured credit and asset-based investment opportunities. Prior to Magnetar, from June 2010 until February 2012, Mr. Mendez was a Managing Director and Head of the Structured Finance Group at Sandler O’Neill & Partners, L.P., where he structured new issue origination and asset-based finance solutions for specialty finance companies and banks. Prior to joining Sandler O’Neill, Mr. Mendez was Co-Founder and Principal of ICP Securities, LLC, where he oversaw a capital markets business focused on structured credit in new issue origination, sales and proprietary trading for asset-backed securities and structured products in New York and London. Mr. Mendez received a B.S. in Mechanical Engineering and a minor in Latin American Studies from the United States Naval Academy. He also holds a graduate certificate in Program Management from the University of Washington.

## Marketing & Investor Relations

**Shamafa L. Khan** – Ms. Khan is a Managing Director and Head of Marketing and Investor Relations at Crayhill Capital Management. Prior to joining Crayhill in October 2017, Ms. Khan was a key member of the Global Business Development Group at Babson Capital Management (now Barings) from 2009-2017. At Babson, Ms. Khan held various positions, the last of which was as a Director on the Institutional Sales team where she was responsible for client relationships and capital raising for a suite of Babson’s fixed income strategies. She also served as a product specialist for Babson’s alternative investments platform, developing and implementing marketing strategies for new fundraising initiatives. Prior to joining Babson, Ms. Khan was an Associate Director on the Global Capital Introductions team at UBS Securities, where she worked with the firm’s hedge fund clients and with institutional investors on capital raising efforts, marketing strategy, and new launch consulting projects. She began her career as a Private Client Associate in UBS’s management training program where she rotated through several divisions, including alternatives research. Ms. Khan received a B.S. in Industrial Engineering & Operations Research and a minor in Economics from Columbia University.

# Disclaimer



The following presentation (this "Presentation") is furnished on a confidential basis to a limited number of sophisticated prospective investors for the purposes of summarizing certain information about Crayhill Principal Strategies Fund III LP (together with its parallel fund, the "Fund"), a fund managed by Crayhill Capital Management LP (the "Manager" or "Crayhill." This Presentation is not, and may not be relied on in any manner as legal, tax, investment, accounting or other advice or as an offer to sell or a solicitation of an offer to buy an interest in any Fund or any other entity sponsored or managed by Crayhill Capital Management LP. Any such offer or solicitation shall only be made pursuant to the final confidential private placement memorandum relating to the Fund (as amended, restated or supplemented from time to time, the "Memorandum"), and the Fund's subscription documents, which will be furnished to qualified investors on a confidential basis at their request for their consideration in connection with such offering. The Memorandum should be read carefully prior to investment in the Fund for a description of the merits and risks of an investment in the Fund. The discussion in this Presentation is qualified in its entirety by reference to the detailed information, including the substantial risks associated with an investment in the Fund, which will appear in the Memorandum and other definitive Fund documents.

The Partnership Agreement is available from the Manager upon the request of any potential investor and should be reviewed carefully before making any investment decision. To the extent that the terms set forth below are inconsistent with those of the Partnership Agreement, the Partnership Agreement shall control.

No person has been authorized to make any statement concerning any Fund other than as will be set forth in the Memorandum of that fund and the definitive subscription documents, and any representation or information not contained therein may not be relied upon. By accepting this Presentation, the recipient agrees that it will, and will cause its representative and advisors to, use the information only to evaluate its potential interest in Crayhill and for no other purpose and will not, and cause its representatives and advisors not to, divulge any such information to any other party. Neither Crayhill nor any of its affiliates makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein should be relied upon as a promise or representation as to past or future performance of any Fund or any other entity.

The Fund is suitable only for sophisticated investors and requires the financial ability and willingness to accept the high risks and lack of liquidity inherent in such investment. Prospective investors must be prepared to bear such risks for an indefinite period of time. No assurance can be given that the investment objectives of the Fund will be achieved or that investors will receive a return of their investment.

Crayhill reserves the right to establish and modify the terms of any offering of interests described in this Presentation and such interests would be offered subject to Crayhill's ability to reject any subscription in whole or in part.

The recipient acknowledges that, to the maximum extent permitted by law, each of Crayhill and its related parties or affiliates disclaims all liability to the recipient or to any other person for any expense, cost, loss or damage of any kind including direct, indirect or consequential loss or damage (however caused, including by negligence) incurred by any person arising from or relating to any information included or omitted from this Presentation, whether by reason of such information being inaccurate or incomplete or for any other reason. This Presentation does not constitute and should not be considered as any form of financial opinion or recommendation. The recipient should conduct its own inquiries as to the adequacy, accuracy, completeness and reliability of any information, whether such information is contained in this Presentation or not, relating to the Funds.

Nothing contained in this document may be relied upon as a guarantee, promise, assurance or a representation as to the future. Except as otherwise indicated, the information provided in this presentation is based on matters as they exist as of the date listed on the cover and not as of any future date, and will not be updated or otherwise revised to reflect information that subsequently becomes available or circumstances existing or changes occurring after the date hereof. The views expressed in this Presentation are subject to change based on market and other conditions. In considering the performance information contained herein, prospective investors should bear in mind that past, forecasted or targeted performance is not necessarily indicative of future results, and there can be no assurance that comparable results will be achieved.

This Presentation contains "forward-looking statements" that can be identified by the use of forward-looking terminology such as "may," "will," "should," "expect," "anticipate," "target," "project," "estimate," "intend," "continue," or "believe" or the negatives thereof or other variations thereon or comparable terminology. Actual events or results or the actual performance of the investment described herein may differ materially from those contemplated in such forward-looking statements. There can be no assurance that the targeted or projected returns or results presented herein will be met or that the Funds will be able to implement their investment strategy or achieve their investment objectives. Further, there may be a change in applicable law, which might affect a Fund's ability to implement its investment strategy and investment approach and/or its ability to achieve its investment objectives. In considering any performance data contained herein, investors should bear in mind that past, targeted or projected returns are not indicative of future results, and there can be no assurance that any Fund will achieve comparable results or that targeted or projected returns will be met. Nothing contained herein should be deemed to be a prediction or projection of the future performance of a Fund. Prospective investors should make their own investigations and evaluations of the information contained herein.

The target and projected returns presented throughout this Presentation are hypothetical and do not reflect actual returns to any client or investor. Target and projected returns are based upon certain assumptions and the best judgment of Crayhill. Such assumptions include: expected gross deal return, deployment pace, future capitalization rates, interest rates, indebtedness, taxes, legal and contractual restrictions on transfer that may limit liquidity and holding period, investment hold period, timing and amount of cash flows, organizational expenses, operating expenses, as well as professional and advisory fees. Such assumptions are subject to change. It can be expected that some or all of such assumptions will not materialize or that actual facts will differ materially from such assumptions. Actual results will differ and may be materially lower than the target or projection shown.

Any change or inaccuracy in the assumptions may have a material impact on actual results, and it should not be assumed that any target returns shown herein will be achieved. **The performance of any Fund may vary materially from any hypothetical performance presented herein.** Hypothetical returns have inherent limitations and prospective investors should not rely on any hypothetical performance shown herein. No representation is made that any Fund or investor will or is likely to achieve the results shown. Actual results will differ and may be materially lower than the target or projections shown.

Similarly, any performance shown herein for realized investments and combined performance across multiple Funds (i.e., Opportunity Fund performance or Income Fund performance) is hypothetical and does not reflect the actual performance of any individual Crayhill client or investor. Where performance is shown for realized investments and for combined performance of any group of Funds, it should not be assumed that the investments made by a particular Fund will have the same characteristics or returns as any hypothetical performance presented herein.

# Disclaimer

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Certain information contained herein was based on, obtained or derived from data published or prepared by other parties ("Third-Party Information"). While such sources are believed to be reliable, none of Crayhill, the General Partner or any of their respective affiliates, directors, officers, employees, partners, shareholders or agents (each, a "Crayhill Party") assumes any responsibility for the accuracy of any Third-Party Information. No Crayhill Party makes any representation or warranty, express or implied, as to the accuracy or completeness of any Third-Party Information and no Crayhill Party shall have any liability to the recipient or any other person relating to or resulting from the use of or reliance on any such information contained herein or any errors therein or omissions therefrom.

The interests described herein will not be registered under the Securities Act of 1933, as amended (the "Securities Act") or any state or foreign securities laws, and the Interests will be offered and sold only to persons that are "accredited investors" (as defined in Regulation D under the Securities Act) and "qualified purchasers" (as defined in the Investment Company Act of 1940, as amended (the "Investment Company Act")). The Interests will be subject to certain restrictions on transferability and resale contained in the Memorandum and the definitive Fund documents. The interests have not been approved or disapproved by the Securities and Exchange Commission or any other state or foreign securities regulator. It is anticipated that the Funds will be exempt from the registration requirements of the Investment Company Act, and investors will not be entitled to the protections of the Investment Company Act. Consequently, the Fund will be subject to significantly less regulation and supervision than registered investment companies.

The distribution of this Presentation in certain jurisdictions may be restricted by law. This document does not constitute an offer to sell or the solicitation of an offer to buy in any state of the United States or other U.S. or non-U.S. jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction.

The information in this document is highly confidential and is being provided for your confidential use with the express understanding that, without prior written permission, you will not release this document or discuss the information contained herein or make reproduction of or use this memorandum for any purpose other than a preliminary evaluation of the information contained herein. This material is for information purposes only and does not constitute an offer to sell or a solicitation of an offer to purchase any interest in any investment vehicles managed by the General Partners. The information contained herein is intended solely for "qualified purchasers" as that term is defined in the U.S. Investment Company Act of 1940 or "institutional investors" as that term is defined in FINRA Rule 2210. Such offer or solicitation shall be made only pursuant to a confidential Private Placement Memorandum ("PPM"), which qualifies in its entirety the information set forth herein and contains a description of the risks of investing. These materials are also qualified by reference to the Limited Partnership Agreement and the Subscription Agreement relating to the Fund (collectively, the "Agreements"). The PPM and forms of the Agreements relating to the Private Investment Fund (the "Fund") should be reviewed carefully prior to an investment in the Fund.

The Fund has not been and will not be registered under the United States Securities Act of 1933, as amended ("the 1933 Act") or the securities laws of any of the states of the United States. The interests in the Fund may not be offered, sold or delivered directly or indirectly in the United States or to or for the account or benefit of any "US Person" except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and any applicable state laws. The interests in the Fund are being offered outside the United States pursuant to the exemption from registration under Regulation S under the 1933 Act and inside the United States in reliance on Regulation D promulgated under the 1933 Act and Section 4(a)(2) thereof. There is no public market for the Fund and no such market is expected to develop in the future.

The information contained herein has been prepared from original sources and data we believe to be reliable but we make no representations as to its accuracy or completeness. The information contained herein is not intended as an offer or recommendation of particular securities, financial instruments or strategies and it does not take into account prospective investors' circumstances, objectives, or needs, is not tailored in any way, and, in particular, does not express any view as to the potential effects of the unusual volatility and severe decline currently being experienced in the global financial and commercial markets arising from or related to the COVID-19 global pandemic or otherwise. In making an investment decision, investors must rely solely on their own examination of the Fund and the terms of the applicable offering materials, including the merits and risks involved, and not on any information or representation made or alleged to have been made herein or otherwise. This summary has been prepared solely as a preliminary document to determine investor interest regarding the Fund. An offer or solicitation with respect to the Fund will be made only through a final PPM and the Agreements, and will be subject to the terms and conditions contained in such documents, including the disclosure and risk factors regarding investment in the Fund. This information relates to investments that involve a high degree of risk and does not purport to be complete. The rates of return and other financial information are based on unaudited reports provided by the General Partner of the Fund. Such rates of return and other financial information should be read in conjunction with the entire offering memorandum pertaining to the Fund, including the footnotes included therein.

The investment rates of return set forth herein do not reflect investment management fees or carried interest charged by the Fund Manager, unless indicated. Investment returns will be reduced by investment management fees, carried interest and other expenses charged by the investment manager of the underlying fund, which will be detailed in the Fund's PPM. Investment returns will be affected by the Fund's valuation policies including the values ascribed to unrealized investments which may vary significantly from values actually realized for such investments. Nothing contained herein is, or should be relied on as, any indication as to the future performance of the Fund. This summary is qualified in its entirety by the final PPM which is or will be available upon request and will contain, among other things, a description of the risks of an investment in the Fund.

An investment in the Fund may involve a high degree of risk. There can be no guarantee or representation that any of the Fund's objectives will be achieved. An investor can lose all or a substantial amount of their investment. Accordingly, the following should be considered before making an investment in the Fund:

No Assurance of Investment Return – This fund may have recently commenced operations and, therefore, have no performance history. Information contained herein relating to the performance of prior investments made and managed by the principals is not necessarily indicative of the future performance of the fund.

Investment Risks – The value of a security or securities may fall due to economic, political, or business developments that affect the securities markets generally, and entire industry or sector, or a particular company.

Limited Transferability of Interests in the Fund – The interests in the Fund are highly illiquid, have no public market and are not transferable except with the consent of the General Partner.



# Summary of Risk Factors

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Investors must be aware that investments in private investment funds like the Fund are speculative and involve substantial risk of loss. Investors must carefully review in its entirety the Fund's Memorandum, particularly the section entitled "Risk Factors and Potential Conflicts of Interest".

The following are some common risk factors that investors should consider:

- Investments are speculative and involve a substantial degree of risk.
- The past results of the Manager's principals are not necessarily indicative of the Fund's future performance and the Fund's performance may be volatile.
- An investor in the Fund could lose all or a substantial amount of its investment.
- The Manager will have total investment authority over the Fund and therefore an investor in the Fund would need to rely on the Manager's decision-making skills.
- The Fund could be highly concentrated in a given sector or investment. Therefore, an investment in the Fund may only be appropriate for a portion of an investor's portfolio.
- The fees and expenses of the Fund may offset its investment profits, if any.
- The instruments in which the Fund invests may involve complex tax structures, which could result in delays in distributing important tax information.
- The Fund and Manager are subject to certain potential conflicts of interest.
- There is a limited secondary market (if any) for interests in the Fund, and restrictions on transferring such interests will apply.
- There may be no material limitations on the instruments, markets or countries in which the Fund can invest or on the investment strategies that the Manager may employ on behalf of the Fund.
- The Fund may use leverage at the investment level.
- The Fund is not generally subject to the same regulatory requirements as registered investment companies.
- A portion of the Fund's investments could take place in foreign markets.

The foregoing list of factors does not purport to be a complete enumeration or explanation of the risks involved in an investment in the Fund. Please see the Fund's Memorandum for additional information regarding such risks.



June 26, 2023

Board of Retirement  
Ventura County Employees' Retirement Association  
1190 South Victoria Avenue, Suite 200  
Ventura, CA 93003

**SUBJECT:     \$25 Million Commitment to Crescent Cove Capital Fund IV, L.P.**

Dear Board Members:

Attached is joint recommendation from NEPC and me for a \$25 million investment commitment to Crescent Cove Opportunity Fund IV, L.P. (CCC IV).

#### Background

The Board adopted a revised asset allocation at its meeting of April 18, 2022, which in part increased the target allocation to private credit from 6% to 8% of the total fund. At its meeting of March 27, 2023, the Board approved a 2023 Private Credit pacing commitment target of \$225 million. To date in 2023, the Board has approved commitments in the amount of \$110 million across 4 private credit funds. To continue towards the Board's 2023 target, NEPC and I jointly recommend a \$25 million commitment to CCC IV. The Board approved a \$25 million to Crescent Cove's predecessor fund, Crescent Cove Opportunity Fund III, which is an open-ended fund, at its meeting of January 24, 2022.

#### Discussion

As described more fully in NEPC's recommendation memo and Crescent Cove's presentation deck, Crescent Cove will continue to make credit investments, diversified across U.S. lower middle market, late-stage venture and growth companies, with a focus on subsectors in technology, media, and telecom (TMT) companies that are majority management owned, with no active sponsors involved. Crescent Cove is differentiated by its concentrated portfolio, which allows the general partner to provide advisory support to portfolio companies- a value-add that is very unusual for a private credit firm. The investment strategy is also differentiated with an equity upside with the inclusion of warrants.

Investments are made in senior secured loans at the top of the capital structure, with no other business loans. Crescent Cove structures all its own deals with full covenant packages, and collateral coverage and personal guarantees from owners that have resulted in zero losses across 42 deals. Crescent Cove's first two prior funds are top decile in Prequin's private credit universes for their respective vintages. CCO III is a 2019 vintage year fund that has produced a net Internal Rate of Return (net-IRR) of 17% and a Multiple of Invested Capital (MOIC) of 1.15x since inception, as of February 28, 2023. VCERA did not begin investing in the fund until May 2022. Although still early days for VCERA, VCERA's investment in CCO III has to date generated a net-IRR of 7.87%, and a MOIC of 1.07x, with approximately ½ of VCERA's capital called.

CCC IV is structured with the fund term expiring seven (7) years from the final closing date, subject to a one-year extension by the General Partner (GP) in its sole discretion, and an additional one-year extension by the GP with the consent of a majority-in-interest of the unaffiliated Limited Partners. CCC IV is targeting a fund size of \$400 million with no stated hard cap. During the investment period, the GP intends to reinvest the proceeds generated from fund investments.

Distributions will be made as promptly as practicable following receipt by the fund after the investment period, generally quarterly, with a target a net current cash yield of 7-9% annually. Distributions will be net of amounts the GP considers prudent reserves for working capital and to meet future fund expenses and liabilities. CCC IV is targeting a net internal rate of return greater than 20%. Crescent Cove also offers co-investment opportunities to fund investors, and separately a sidecar fund to make equity investments in attractive opportunities in companies they hold debt.

The standard management fee is 1.5% on committed capital. However, it is anticipated that approximately 50% of investor commitments will be drawn for investment upon the fund's first closing, and that more than 75% invested will be invested within 18 months of the first close which will limit fee drag. Carried interest will be 20% with a 7% preferred return to investors. There is an additional 1<sup>st</sup> close fee discount of 15 basis points, and an additional 10 basis points NEPC client fee discount upon qualification. The fund is anticipating its first close in July 2023.

We believe this fund's strategy will be additive and diversifying to VCERA's private credit portfolio structure.

**THEREFORE, IT IS RECOMMENDED THAT THE BOARD:**

- 1. Approve a commitment of \$25 million to Crescent Cove Capital Fund IV, and direct staff and counsel to negotiate the necessary legal documents; and,**

- 2. Subject to successful contract negotiations, authorize the Board Chair or the Retirement Administrator or if both are unavailable the Chief Investment Officer to approve and execute the required documentation.**

Respectfully submitted,



Dan Gallagher  
Chief Investment Officer



NEPC, LLC

**To:** Ventura County Employees' Retirement Association  
**From:** NEPC Consulting Team  
**Date:** June 28, 2023  
**Subject:** Crescent Cove Capital IV Recommendation

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### **Recommendation**

NEPC and staff recommend that the Board of the Ventura County Employees' Retirement Association ("VCERA" or the "Plan") approve a commitment of \$25 million to Crescent Cove Capital Advisors ("Crescent Cove" or the "Firm") Capital IV ("Fund IV" or the "Fund"). Crescent Cove's prior fund, Fund III, in which VCERA is participating, received a 2-rating and has performed very well. Fund IV has not yet formally launched and therefore has not been rated by the NEPC's Private Investment Committee. NEPC will monitor the fundraise process and intends on conducting further diligence.

NEPC and VCERA's CIO believe that Fund IV fits well in the Plan's Private Credit allocation for the following reasons:

- **Differentiated Strategy:** Crescent Cove targets businesses in need of capital due to unforeseen or time sensitive circumstances, to bridge for growth milestones or for a liquidity event. Unlike most peers, the Firm prefers companies that are majority management-owned with no active sponsors involved. Crescent Cove's concentrated portfolio allows for the Firm to provide advisory support (price optimization, human capital, etc.) to their portfolio companies, a value-add that many peers are unable or unwilling to provide, in addition to the capital. This strategy will contain equity upside in the form of warrants.
- **Downside Protections:** Investments will be in the form of senior secured loans at the top of the capital structure, with no other debt on the businesses. Crescent Cove serves as the agent and structures all its own deals. Deals will have full covenant packages, 4x to 5x collateral coverage, and often, personal guarantees from owners.
- **Strong Performance:** As of December 31, 2022, Fund II (2017 vintage) has a net IRR of 16.98% and a net MOIC of 1.43x. Fund II's net IRR ranks top five overall in Preqin's Private Debt benchmark. Fund III (2019 vintage), which was structured as an evergreen vehicle, has a net IRR of 17.07% and a net MOIC of 1.15x since inception.
- **Strong Market Environment:** The collapse of SVB and subsequent events has created a very favorable environment for experienced venture lenders, such as Crescent Cove.

### **Overview of Ventura Private Credit Program (PC)**

As of 3/31/2023, VCERA has committed \$800 million to Private Credit, with approximately \$407 Million invested. Through 3/31/2023, the PC allocation has generated a net internal rate of return of 7.0% per annum, with a Total Value to Paid-In Capital ratio of 1.12x. Results have been achieved through a broad mix of Direct Lending, Real Estate, Distressed



and Opportunistic lending strategies. Upon approval, this commitment will be VCERA's sixth 2023 vintage year commitment, bringing year-to-date commitments to \$160 Million versus the 2023 Private Credit Pacing Plan total of \$225 Million.

### **Fund IV Overview**

The Firm is targeting \$400 million in commitments for Fund IV. The target portfolio will consist of 15 to 20 companies, with 5 to 7 investments made per year over 3 years. Investments will range in size from \$10 million to \$40 million, with an average of \$20 million. The target returns for Fund IV is 20%+ net IRR with a current net cash yield of 7% to 9%. The Fund is expected to generate 75% of its returns from coupon and prepayments and 25% from equity.

Crescent Cove Capital IV will seek to provide senior secured debt, with equity upside, to late-stage venture and growth stage businesses. Target companies will be primarily U.S.-based in the technology, media, and telecom ("TMT") industry, have revenues more than \$30 million, are growing their top-line by more than 25% per annum, and be EBITDA (earnings before interest, taxes, and depreciation) positive, neutral, or have clear visibility toward being EBITDA positive over the next 12 to 18 months. Loans will be structured as 1-year to 4-year term loans with coupons of 12% to 15% and warrants/equity on each position. Senior secured loans will be at the top of the capital structure, with no other debt on the businesses. Deals will have full covenant packages, 4x to 5x collateral package, and, sometimes, personal guarantees from owners. Historically, Crescent Cove has sourced 35% of its deal flow from its Founder Network, 25% from Active Outreach, 15% from Strategic Advisors, 15% from Operating Partners and 10% from LPs and GPs.

There are several market catalysts that could serve as tailwinds for Fund IV. In this higher interest rate environment, Crescent Cove is already seeing deals with interest rates 150-300 basis points higher compared to last year, with all-in rates expected to be 12% to 15% through the Fund's investment period. Additionally, the Firm is seeing increased warrant coverage, with deals over the past year being around 15% as opposed to 10% in 2021. Lastly, a deep decline in private valuations is anticipated which will improve the long-term value of Crescent Cove's warrant coverage.

VCERA should be mindful that Jun Hong Heng founded Crescent Cove and serves as Managing Partner and Chief Investment Officer. He participates in every aspect of the business including firm management, deal sourcing, deal structuring, advisory services for portfolio companies, etc. and is essential to the successful execution of the Fund. However, investors are protected as he is identified as the sole individual listed in the key-person provision.

The Fund will be structured as a Delaware Limited Partnership with a 3-year investment period and a 7-year fund term, subject to two one-year extensions. Fund IV will have a management fee of 1.50% charged on capital commitments with 20% carried interest over a 7% preferred return. The Fund's management fee is charged on committed capital, as opposed to invested capital, which could lead to a fee drag should Crescent Cove prove unsuccessful in closing investments at the onset of the investment period. However, given the Firm's robust pipeline, it should limit the fee drag. Additionally, the management fee Crescent Cove is charging is below the 2% that is more commonly charged in this space.



In addition to Fund IV, the Firm is raising \$200 million for Crescent Cove Equity IV (the "Sidecar"), a co-investment sidecar vehicle. The Sidecar will have a 3-year investment period and will invest in deals alongside Fund IV. The Sidecar will charge a management fee of 0.75% with carried interest of 20%.



# CRESCENT COVE CAPITAL IV, LP

Q2 2023



**VCERA**  
VENTURA COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION



# INTRODUCTION

Founder and CIO of Crescent Cove



Jun Hong Heng

Opportunity

- Founder and Chief Investment Officer of Crescent Cove
- Extensive experience leading and investing in special situation and complex transactions
- Previous work experience:
  - Principal and Portfolio Manager at Myriad Asset Management
  - Portfolio Manager at Argyle Street Management
  - Investment Banking at Bear Stearns and Morgan Stanley

- Crescent Cove was founded in 2016 and has since grown to manage three successful funds
- Crescent Cove leverages its global network of relationships and unique insight across markets, emerging industries and technologies to build businesses and accelerate value creation across its portfolios

- Special situation firm investing in growth-oriented TMT businesses in the middle market
- Complexity of transactions, lack of institutional capital and sector focus drive outperformance
- Crescent Cove Capital IV is a closed-end credit fund and has a target of \$400M
- Crescent Cove Equity IV is a closed-end equity fund and has a target of \$200M
- Preferential terms available to Ventura County Employees Retirement Association (VCERA) based on qualifications

# EXECUTIVE SUMMARY

*Aims to create returns uncorrelated to the market with asymmetric risk-reward profiles*

## Strategy

- **"All-Weather" strategy** that targets strong absolute returns despite market volatility
- Capital solution provider in both **senior secured** debt and equity to high quality, growth-oriented private companies
- Deliver **time-sensitive capital** to middle market TMT sectors

## Investments

- **Capital protection** with robust structuring, execution and diversified collateral packages
- **Structured credit packages** with current yield while creating meaningful upside opportunity in equity like instruments
- **5-7 investments** per strategy per year

## Objective

- **Unlevered net IRR of 20%+**
- Current net cash yield of **7% to 9%**
- **Equity side pocket** could provide additional optionality

THIS PERFORMANCE RECORD IS HYPOTHETICAL. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. No representation is made that the Fund will or is likely to achieve performance similar to that shown. In fact, there are frequently significant differences between a hypothetical performance record and the actual record subsequently achieved. There is no assurance that the projections above will occur in the future. Further, opinions expressed herein may differ from the opinions expressed by other investment advisers. Please see the end of this Presentation for more important footnotes and disclosures. Additional information related to risk and limitations of projected returns are available upon request.

# FIRM OVERVIEW

# FIRM HIGHLIGHTS

*Capital solutions with thought, speed and discretion*

## Overview

- Fund I was established in 2016 with investment team led by Jun Hong Heng and supported by LPs from Argyle and Myriad
- Crescent Cove has successfully launched two additional funds since inception
- All funds continue to be ranked in the top decile according to Preqin

## Team

- Highly experienced investment team with a track record in TMT investing
- Experience navigating historic credit market downturns with resilience and performance
- Senior investment team with 60+ combined years of active investing experience

## Performance

- Performance through February 28, 2023, across funds:

Fund	Vintage	Net IRR <sup>(1)</sup>	Net MOIC <sup>(1)</sup>
Fund I	2016	38.63%	3.62x
Fund II	2017	16.98%	1.43x
Fund III	2019	17.07%	1.15x
VCERA Fund III Capital Account	2022	7.87%	1.07x

- Fund I & II ranked in the **Top Five** in Preqin's Private Debt benchmark <sup>(2)</sup>
- Fund I & II ranked in the **Top Two** in the Preqin Special Situations benchmark <sup>(3)</sup>

## Differentiation

- Speed and certainty of transaction close within 60-90 days
- Strong ability to fulfill a company's working order without equity dilution
- Focus on strategic partnerships with only 5-7 loans a year

(1) The Gross IRRs, Net IRR and Net MOIC as of February 28, 2023, shown have been compiled by Crescent Cove from actual realized and unrealized investments. No representation is being made that any investor will or is likely to achieve profits or losses similar to those shown. No assurance can be made that unrealized values will be realized as indicated; past performance is not indicative of future results. No representation is made as to the accuracy of the hypothetical performance or that all assumptions relating to such hypothetical performance have been considered, not all of which are described herein, have been made to calculate pro forma returns and the use of different assumptions could produce different results. Net IRR is shown net of estimated expenses, management fees and carried interest. and such fees, expenses, and carried interest will reduce returns in the aggregate. See "Important Disclosures" at the end of the presentation for additional information. VCERA Fund III Capital Account as of March 31<sup>st</sup>, 2023.

(2) Preqin Private Debt benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31, 2022. See "Important disclosures" at the end of the presentation for additional information on Preqin.

(3) Preqin Private Debt Special Situations benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31, 2022.

(4) As of February 28, 2023. Net performance returns presented are for [all co-investment opportunities of [Fund I and Fund II] and are net of all fees and expenses (other than expenses paid by the Investment Manager), including the 1.75 % management fee and 20% incentive compensation. [The Investment Manager has elected to pay certain non trading expenses of the Fund.] [If the Investment Manager had not paid these expenses, the net performance for applicable periods would have been lower.] The inception percentages presented are calculated by [determining the monthly net returns for each month since inception and compounding such returns by subsequent monthly net returns achieved since inception. No representation is made as to the accuracy of the hypothetical performance or that all assumptions relating to such hypothetical performance have been considered.]

NOTE: Rankings based on Crescent Cove results through December 31, 2022 and on information available from Preqin's listing of Special Situations benchmark and Preqin's listing of funds in the Private Debt benchmark for the 2016 and 2017 vintages.

# MEET OUR TEAM

*Cross-functional, high-caliber team valuing teamwork, innovation, integrity and diversity. We are equally accountable to each other and the investors with whom we serve*



Jun Hong Heng

Myriad Asset Management and Argyle Street Management



K.V. Dhillon

Guggenheim Partners and Thomas Weisel Partners



Doreen Xu

Point72 Hyperscale and Qatalyst Partners



Elizabeth Santana

Loomis Sayles and NEPC



Todd Lee

Matthews Asia and SVB Financial Group



David O'Neil

Koch Industries, Digital Alpha Advisors, Citigroup, and Goldman Sachs



Yulia Sali

Lateef Investment Management and Cypress Wealth Advisors



Sunny Gill

Top Tier Capital Partners and ironSource



Jennifer Kessler

RSL Management and SLATE



Investment Professional

Individual Identified  
10+ years of buy-side experience

# CRESCENT COVE FUNDS IN NUMBERS

Consistent, attractive returns

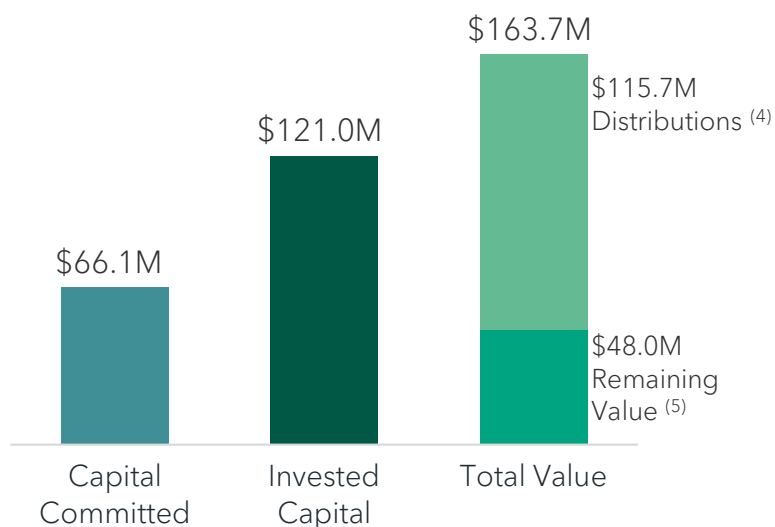


Fund I and Fund II rank:

- **Top Five** Net IRR in Private Debt benchmark <sup>(1)</sup>
- **Top Two** Net IRR in Special Situations benchmark <sup>(2)</sup>

## FUND II (2017)

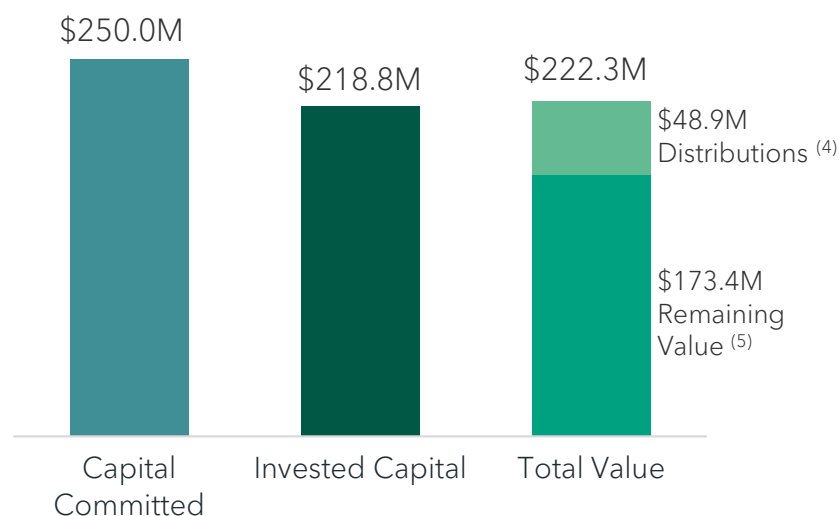
~162% of commitments realized or distributed by 2/28/2023



Gross IRR <sup>(3)</sup>	19.50%
Net IRR <sup>(3)</sup>	16.98%
Investments	30 total, 17 exited

## FUND III (2019)

~51% of commitments realized or distributed by 2/28/2023



Gross IRR <sup>(3)</sup>	19.98%
Net IRR <sup>(3)</sup>	17.07%
Investments	27 total, 12 exited

(1) Preqin Private Debt benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31<sup>st</sup>, 2022. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

(2) Preqin Private Debt Special Situations benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31<sup>st</sup>, 2022. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

(3) As of February 28<sup>th</sup>, 2023. The pro forma results shown have been compiled by Crescent Cove from actual realized and unrealized investments. No representation is being made that any investor will or is likely to achieve profits or losses similar to those shown. No assurance can be made that unrealized values will be realized as indicated; past performance is not indicative of future results. Certain assumptions, not all of which are described herein, have been made to calculate pro forma returns and the use of different assumptions could produce different results. Net IRR is shown net of estimated expenses, management fees and carried interest. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

(4) Distributed capital to date as a % of total fund commitments including co-investments.

(5) Capital deployed and profit & loss, net of distributions, management fees and expenses.

NOTE: Rankings based on Crescent Cove results through December 31<sup>st</sup>, 2022 and on information available from Preqin's listing of Special Situations benchmark and Preqin's listing of funds in the Private Debt benchmark for the 2016 and 2017 vintages.

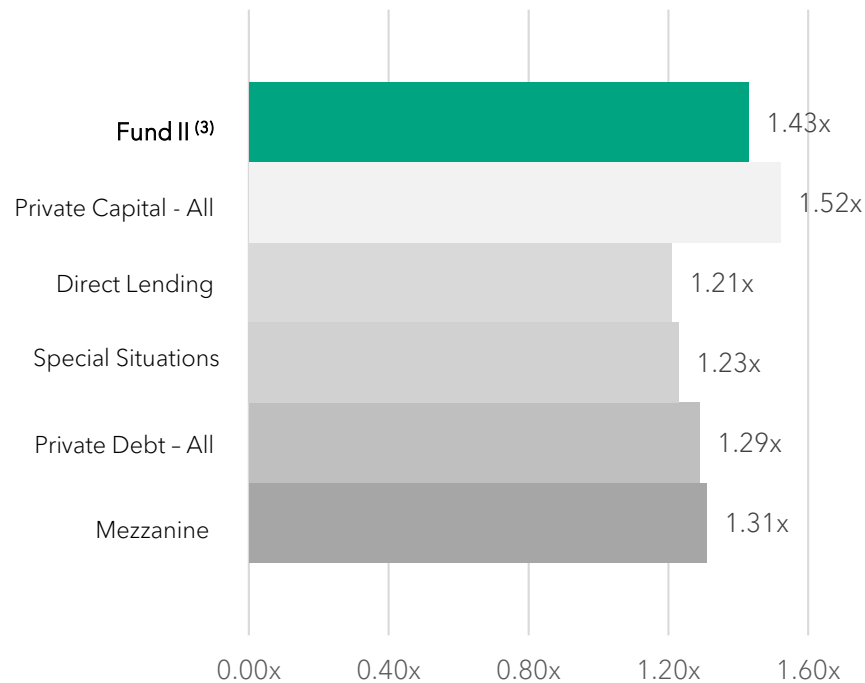
# DETAILED PERFORMANCE

Steady deployment rate and return profile with J-curve mitigation and attractive yield distributions

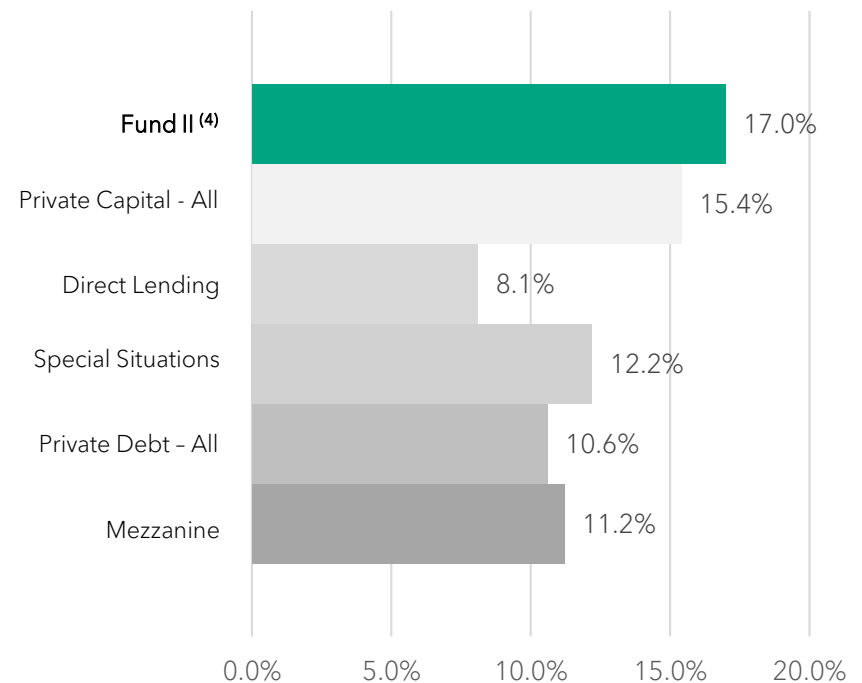
@preqin Fund I and Fund II rank:

- **Top Five** Net IRR in Private Debt benchmark <sup>(1)</sup>
- **Top Two** Net IRR in Special Situations benchmark <sup>(2)</sup>

## NET MULTIPLE



## NET IRR



(1) Preqin Private Debt benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31<sup>st</sup>, 2022. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

(2) Preqin Private Debt Special Situations benchmark for 2016 & 2017 Vintage Net IRR (%) as of December 31<sup>st</sup>, 2022. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

(3) Net Multiple on invested fund capital, net of management fees, expenses and carried interest as February 28<sup>th</sup>, 2023.

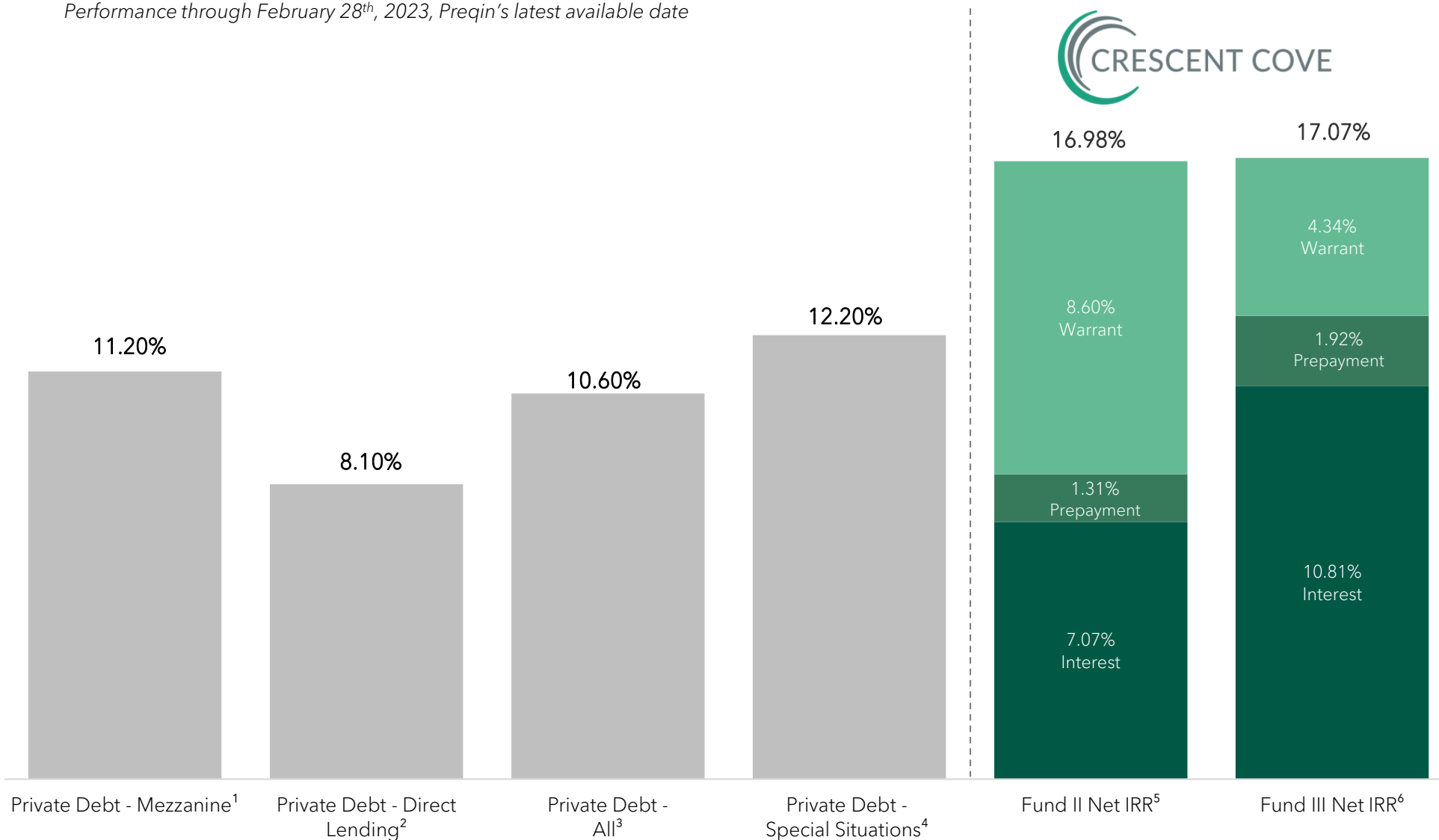
(4) IRR calculated as annualized return at fund level net of management fees, all expenses and carried interest as of February 28<sup>th</sup>, 2023.

NOTE: Rankings based on Crescent Cove results through December 31<sup>st</sup>, 2022 and on information available from Preqin's listing of Special Situations benchmark and Preqin's listing of funds in the Private Debt benchmark for the 2016 and 2017 vintages.

# SENIOR SECURED RISK, CURRENT YIELD AND EQUITY-LIKE RETURNS

Targeting a 20%+ unlevered Net IRR, driven by strong debt returns and warrant upside

Performance through February 28<sup>th</sup>, 2023, Preqin's latest available date



(1) Preqin Private Debt Mezzanine benchmark for 2017 Vintage Net IRR (%) Median as of December 31<sup>st</sup>, 2022.  
 (2) Preqin Private Debt Direct Lending benchmark for 2017 Vintage Net IRR (%) Median as of December 31<sup>st</sup>, 2022.  
 (3) Preqin Private Debt benchmark for 2017 Vintage Net IRR (%) Median as of December 31<sup>st</sup>, 2022.  
 (4) Preqin Private Debt Special Situations benchmark for 2017 Vintage Net IRR (%) Median as of December 31<sup>st</sup>, 2022.  
 (5) Crescent Cove Fund II 2017 Vintage Net IRR (%) as of February 28<sup>th</sup>, 2022.  
 (6) Crescent Cove Fund III 2019 Vintage Net IRR (%) as of February 28<sup>th</sup>, 2022.  
 (7) NOTE: See "Important Disclosures" at the end of the presentation for additional information on Preqin.



# STRATEGY OVERVIEW

# UNIQUE MARKET OPPORTUNITY

*Investing in an underserved sweet spot by providing opportunistic credit*

## Poor Risk Reward

Focus  
Primarily  
on  
Growth

- Served by venture debt firms or banks
- Debt is usually issued concurrently with a venture capital raise
- High risk given lack of focus on credit quality
- Lenders highly focused on "quality" of sponsor shareholders
- Weak covenants, if any



Focus on  
Growth  
with  
Collateral  
Protection

- Serve "underbanked," fragmented and inefficient middle market growth companies
- Provide immediate and discreet solutions during periods of urgent capital requirements
- Value creation initiatives tend to be disproportionately impactful
- Reduce risks by using secondary non-correlated collateral coverage
- Opportunities to structure investments with better protections relative to broadly syndicated transactions which may be beneficial for capital preservation

## Overcrowded

Focus on  
Positive  
EBITDA/  
Cash Flow

- Served by large direct lending firms
- Generally tied to LBOs and refinancing situations
- Overcrowded with numerous lenders competing for mature businesses with lower growth potential
- Weak covenants to win mandates

# ROBUST INVESTMENT STRATEGY

*Flexible capital strategy across high growth industries*

## Quality Growth

- **Technology** - sustainable underlying industry fundamentals
- **Traction** - high growth firms in the TMT sector with competitive advantages
- **Team** - exemplary management teams

## Special Situations

- Unforeseen or time sensitive circumstances
- Bridging for **growth milestones** or a **liquidity event**
- Capital allocation with discretion and value-added advisory
- **Motivated** borrower

## Collateral and Upside Sharing

- Diversified collateral pool to reduce potential principal contraction
- Use of **non-correlated collateral** pools if needed
- Deals structured to participate in growth milestones

# MARKET DISLOCATION LEADING TO BETTER TERMS<sup>1</sup>

## Fund IV Catalysts

*Current market dislocation exposes scarcity of capital*

*Regional banks provided over \$10+ billion in middle market lending in 2022<sup>2</sup>*

*Venture Q4'22 funding falls to \$65.9B, down 63% from peak<sup>3</sup>*

*Macro environment will lead to strong performance for our strategy versus other asset classes*

### • Higher Interest Rates

- Crescent Cove already seeking interest rates **150-300 bps higher** compared to last year
- Expect interest rates in the range of **12-15%+** through investment period

### • Increased Warrant Coverage

- Crescent Cove has begun asking for **15%** warrant coverage versus **10% in 2021**

### • Lower Equity Valuations

- **Deep decline in private valuations** anticipated to improve the long-term value of warrant coverage

<sup>1</sup> Deal terms provided herein are provided for illustrative purposes only, actual transaction terms may vary, in some cases materially, based on then current market conditions and solely in the discretion of Crescent Cove.

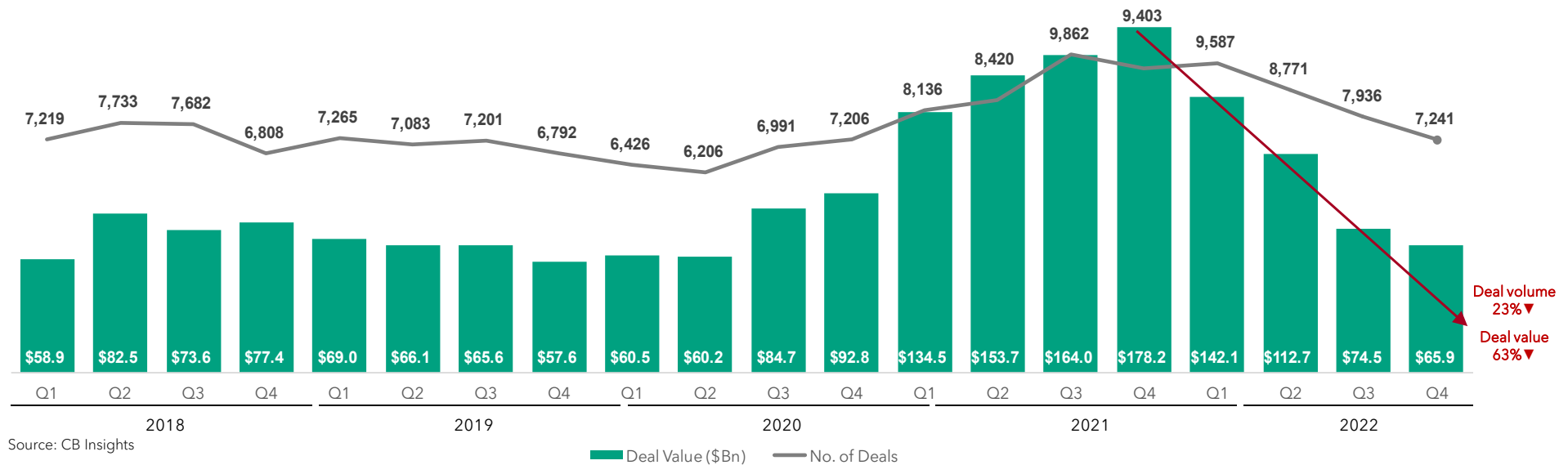
<sup>2</sup> Source: JPMorgan

<sup>3</sup> Source: CB Insights

# CURRENT MARKET OPPORTUNITY

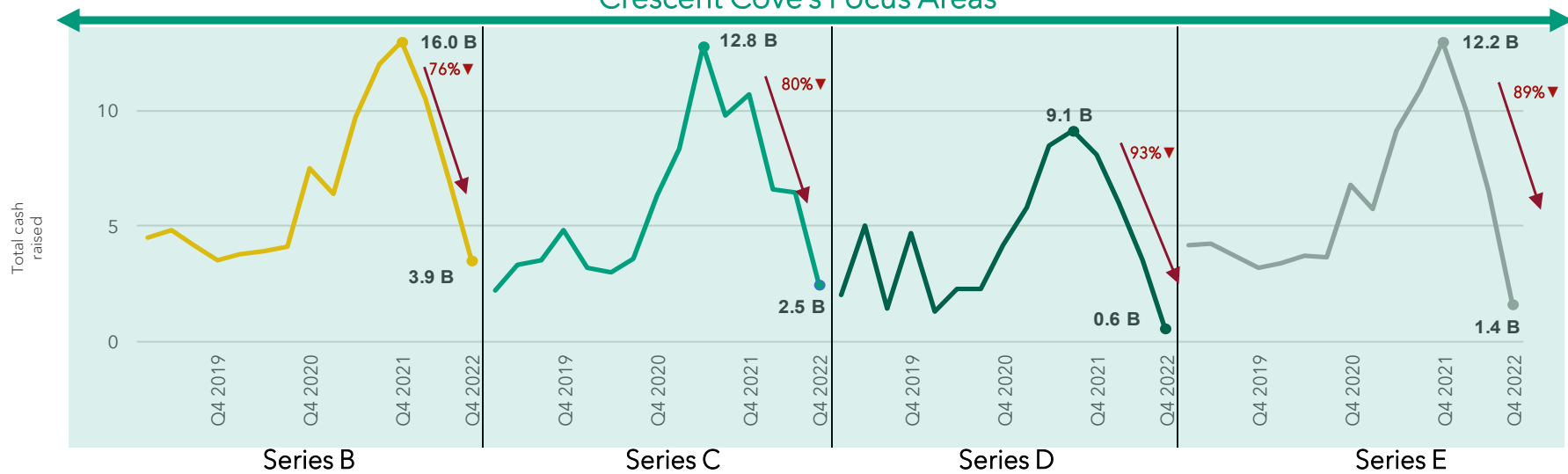
Competing sources of capital drying up

Venture Q4'22 funding falls to \$65.9B, down 63% from peak



Deal volume 23% ▼  
Deal value 63% ▼

## Crescent Cove's Focus Areas

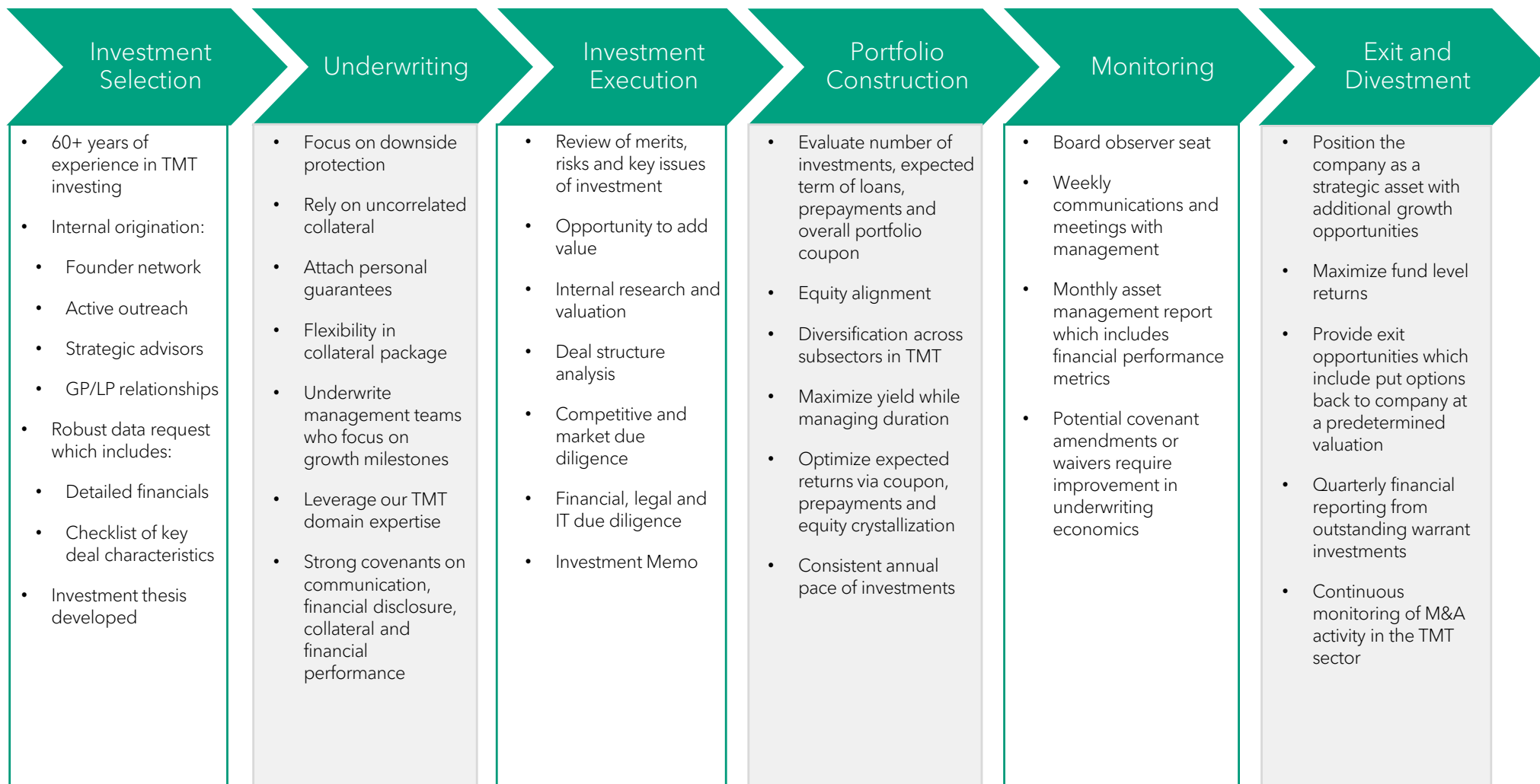


Late-stage venture experiencing significant decline

# PROCESS OVERVIEW

# ROBUST & REPEATABLE INVESTMENT PROCESS

Origination, Selection, Execution, Value Creation, Divestment



# INVESTMENT SOURCING

Focus on growth industries in the middle market, structured investments and collaboration with management teams

## Crescent Cove Origination Culture

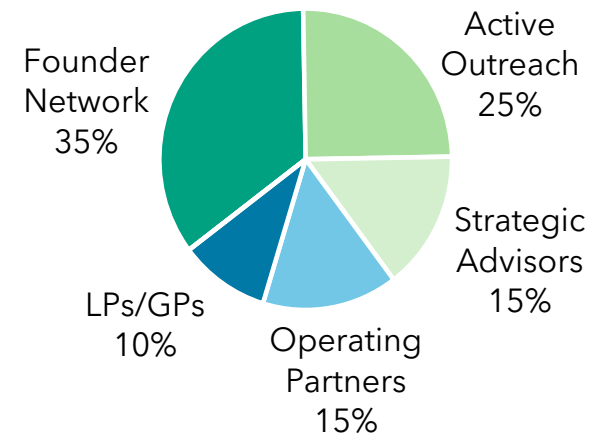
- Industry specialization & expertise
- Well-established brand in industry
- Differentiation in market
- Founder network "fly-wheel" has reached an inflection point

## Sourcing

- Founder Network
- Active Outreach
- Strategic Advisors
- Operating Partners
- LPs/GPs

- Middle Market → Serve "underbanked" market
- Non-Sponsor → 100% of capital invested has been from non-sponsored sources
- Proprietary Network → 100% of capital deployed has been via proprietary network

## Capital Invested <sup>(1)</sup>



(1) Illustrative percentages based on historical information

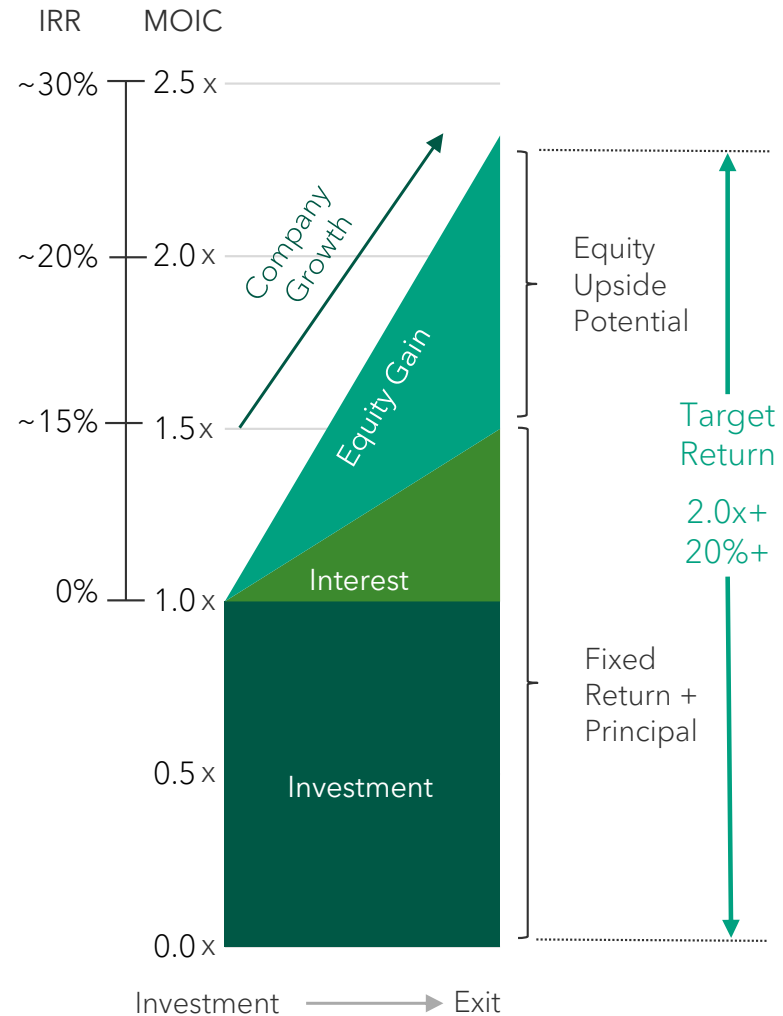


# TARGET CREDIT PORTFOLIO

Invest in select companies with differentiated sourcing and downside protection

## Target Portfolio

Number of Companies	<ul style="list-style-type: none"> <li>• 3 years</li> <li>• 15-20 companies</li> </ul>
Deal Range	<ul style="list-style-type: none"> <li>• \$10-40 million</li> </ul>
Invested Capital	<ul style="list-style-type: none"> <li>• \$400 million</li> </ul>
Coupon Range	<ul style="list-style-type: none"> <li>• 12-15%</li> </ul>
Warrant Coverage	<ul style="list-style-type: none"> <li>• 10-12.5%</li> </ul>
Expected Returns	<ul style="list-style-type: none"> <li>• 20%+ Net IRR</li> <li>• 75% from coupon and prepayments</li> <li>• 25% from equity</li> </ul>



For illustrative purposes only. The statements above reflect the opinions and views of Crescent Cove Advisors LP as of the date thereof. There is no guarantee that investment objectives will be achieved. See "Important Disclosures" at the end of the presentation for additional information on Preqin.

# EQUITY SIDE POCKET

*Flexible capital strategy across high growth companies*

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## Selective Sourcing

- Relationships forged by credit opportunities
- Portfolio companies with demonstrated track record, who have reached an inflection point in scaling their business
- Singularly focused, visionary founders and management teams

## Growth Leaders

- Established credibility and transparency
- Bridging for growth milestones or a liquidity event
- Capital allocation with discretion and value-added advisory

## Upside Optionality

- Opportunity to “double down” on investment in companies exceeding growth milestones
- Ability to abate the typical venture fund J-curve
- Potential higher MOIC than credit only

# KEY TERMS

# SUMMARY OF KEY TERMS

## *Crescent Cove Capital IV, LP*

Structure	Delaware Limited Partnership. Closed-end Fund.
Investment Period	Three years after final closing. Fund term is seven (7) years from final close date, subject to a one-year extension by the General Partner in its sole discretion and an additional one-year with consent of majority of Limited Partners.
Minimum Investment	\$3 million from individual investors, \$10 million from institutional investors
Management Fee	1.50%
Carried Interest	20%
Preferred Return	7%
Distributions	Quarterly, with target net cash yield of 7-9% annually
Target Fund Size	\$400 million

## *Crescent Cove Equity IV, LP*

Structure	Delaware Limited Partnership. Closed-end Fund.
Investment Period	Three years after final closing. Fund term is seven (7) years from final close date, subject to a one-year extension by the General Partner in its sole discretion and an additional one-year with consent of majority of Limited Partners.
Minimum Investment	\$3 million from individual investors, \$10 million from institutional investors
Management Fee	0.75%
Carried Interest	20%
Target Fund Size	\$200 million

# IMPORTANT DISCLOSURES

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Crescent Cove Advisors, LP ("Crescent Cove") is the investment manager of Crescent Cove Capital IV, LP and Crescent Cove Equity IV, LP collectively, "Fund IV."

The performance results presented above show the internal rates of return ("IRR") for Fund I, Fund II, and Fund III which are calculated by finding the rate of return that will set the present values of all cash flows and terminal values equal to the value of the initial investment. Fund II and Fund III have substantially similar investment strategies, techniques and investment criteria and are operated by the same investment personnel, as will be utilized for Fund IV. The returns shown are unaudited and, unless otherwise noted, are calculated net of expenses with a blended fee amount that is money-weighted, calculated in accordance with the amount of investments made by investors in the fund.

Past performance does not predict and is not indicative of future performance. Investors may lose money by investing in Fund IV. An investment in Fund IV is speculative, is not suitable for all investors, and should be undertaken only by experienced and sophisticated investors who have the financial ability (and are willing and able to bear) the high risks of such an investment. An investment in Fund IV involves significant risk, including the potential risk of loss of a substantial portion (or all) of the amount invested, lack of liquidity, restrictions on transferring ownership in Fund IV, absence of information regarding valuation and pricing, and high fees and expenses. The target returns and investment objectives are derived from both quantitative and qualitative factors, including historical returns and market conditions and assumptions. Fund IV's target returns and investment objectives are presented to establish a benchmark for future evaluation of Fund IV's performance, to provide a measure to assist in assessing Fund IV's anticipated risk and reward characteristics and to facilitate comparisons with other investments. Any target data, investment objectives, or other forecasts contained herein are based upon subjective estimates and assumptions; if any of the assumptions used do not prove to be true, results may vary substantially. In any given year, there may be significant variation from these targets, and there is no guarantee that Fund IV will be able to achieve its target returns or investment objectives. These materials may contain "forward-looking" statements or estimates that are not purely historical in nature. Such statements may include, among other things, illustrative projections and forecasts. There is no guarantee that any projections or forecasts made will come to pass.

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June 26, 2023

Board of Retirement  
Ventura County Employees' Retirement Association  
1190 South Victoria Avenue, Suite 200  
Ventura, CA 93003-6572

Dear Board Members:

On Monday, May 8, 2023, I conducted an on-site due diligence visit with personnel of Walter Scott and Partners Limited (WS) at Walter Scott's Edinburgh, Scotland headquarters. The following is my report.

### **Walter Scott and Partners Limited**

One Charlotte Square  
Edinburgh EH2 4DR

#### **Personnel**

**Roy Leckie**, Executive Director; **Alan Lander**, Co-Head of Research; **Alan Edington**, Investment Manager, ESG Integration; **Lindsay Scott**, Investment Manager; **Keith Bilton**, Head of Dealing; **Brian Reid**, Senior Manager, Portfolio & Cash Management; **Gordon Inglis**, Head of IT; **Tom Sneddon**, Head of Governance & Operations; **Anna Nicholl**, Chief Compliance Officer; **Margaret Foley**, Client Investment Manager; **Jordan Ann Mangan**, Client Manager.

#### *Firm Update, Roy Leckie*

We began our meeting at approximately 8:00 am with an introduction and brief overview of the organization including history, ownership, and core values by Roy Leckie. Roy said that while the firm is in a good place it is in no way complacent. He reported that WS added two new independent directors: John Paul O'Meara (brand management background at Adidas and Ralph Lauren) and Richard Watt (investment management industry). He explained that independent directors challenge and support the corporate governance of the firm.

Roy also noted that WS has increased its Boston office presence to ten employees. Of the ten employees, nine are technically parent company, Bank of New York Mellon (BONY), employees but are 100% dedicated to WS, and one Walter Scott employee, Francis Sempill serves as Head of Client Service and manages the Boston office.

We next discussed employee compensation, and how the compensation structure contributed to a long-term alignment of interests. He described the WS Profit Share Plan which is designed to ensure that company profits are shared by all employees of the firm. There is also a Long-Term Incentive Program to further incentivize and retain senior employees.

When asked about how WS' active management of publicly traded securities was faring with the growing trend towards private markets, Roy replied that their success metric is client relationship longevity. WS strives to ensure clients understand what they are buying because there are times WS' performance will lag the market. He emphasized that while patience is key for investors, WS recognizes the critical importance of clear and timely communication.

*Research Team and Portfolio Update, Alan Lander*

Alan spoke of the importance of attracting and retaining talent for the long-term and described spending time on all three regional teams over his 17 years with WS. He said that everyone on the research team is familiar with every holding in the portfolio. Alan observed that as this is still a relationship business, research analysts develop relationships with portfolio company management. WS keeps each individual stock champion consistent, regardless of which regional team they are on. Company managements value their WS relationships because WS portfolio managers are strategic and long-term focused and are supportive of company managements in accomplishing their strategic plans. This aids communication.

The portfolio is characterized by very low turnover, prizing long-term wealth-generating businesses compounding growth over time. The process is deliberately hard to get a new name into the portfolio. Once in the portfolio, every company must be pitched annually by its respective WS stock champion, and then be approved by the team to remain in the portfolio. It requires only one single dissenting team member to justify selling a name. If a portfolio company is struggling, the challenge is to determine if it is a structural or a cyclical issue.

WS has a standardized framework for every company (spreadsheet template, "seven sisters" fundamental analysis criteria, Integrity document, and Purchase note) which ensures consistency of analysis. The Investment Management Committee is responsible for governance of the investment process. The Board Risk Committee, which includes representation from non-executive members and is chaired by an Independent Director also reviews analysis prepared by the performance team, which is independent of the investment team. The Investment Executive (team) plays a portfolio manager role overseeing concentration risk and making the final buy decision.

*Philosophy, Process, and Performance, Alan Edington & Lindsay Scott*

We began our meeting with a discussion of Environmental, Social, and Governance considerations. Alan said that thinking about risk, including ESG characteristics, has been inherent since the start of the firm. WS portfolio companies have strong governance structures and operate respectful of environment risks. WS views these and other risk characteristics as integral to long-term wealth creator companies.

WS focuses on balance sheets, income statements, and prospects of businesses. They do not bring their personal values to bear on choosing investments. Alan Lander added that they consider only financial materiality when it comes to ESG, and no external ESG benchmarks are used.

In response to a question about short sellers, Lindsay noted that one portfolio company was subject to a short-seller attack, but it recovered quickly. WS analysts read short-seller reports to see if there are any valid concerns raised that research may have missed, but Lindsay pointed out that WS is not an activist investor.

In a discussion about artificial intelligence (AI), WS does not use AI, but they see occasional pockets of value, and will continue to assess it. However, their investment process still relies on them filling in spreadsheets manually. The process of manual preparation and population of their spreadsheets aids in their analysis and understanding of a company. They believe you can only get to an in-depth understanding of companies by building the spreadsheet yourself.

We next reviewed examples of individual company holdings, and discussed reasons for adding-to, or trimming holdings. The team reinforced that although WS is a bottom-up manager, they must continue to be alert to macro factors, citing a recent example of COVID-related lockdowns in China, and the resultant spike in insurance sales in Hong Kong.

#### *Dealing and Implementation, Keith Bilton & Brian Reid*

Keith and Brian described their cash management process. They said WS is normally fully invested, usually holding well below 5% cash, most commonly hovering around 2.5%, except when there are large cash flows. WS is aware of currency volatility but does not hedge. They do not equitize cash, and do not lend securities. Because they only infrequently trade, they don't generate soft dollars, but instead pay hard dollars for research if needed.

WS is not worried about front running as they use crossing networks, dark pools, and look to brokers for natural liquidity. WS acts as an agent and doesn't post a trading list on Bloomberg. Investment guidelines are coded into the Charles River System. All trading is done on a best execution basis. They monitor market impact on an ex-post basis, and dispersion at the performance level.

#### *Operations & IT, Gordon Inglis & Tom Sneddon*

Gordon noted that 90% of cyber-attacks at WS are via phishing. WS employs educational and technical controls and conducts phishing simulations where they continually reinforce correct behaviour among employees. Employees can report suspicious emails which are routed to WS parent company BONY's Security Operations. BONY has 600 employees on their cyber security staff. BONY uses network segmentation to combat attacks.

All cyber monitoring is done by BONY, and their system has not been compromised. Tom added that WS' biggest concerns with cyber security were Phishing and Ransomware.

We next discussed vendor management. Walter Scott chooses its own software systems. For example, WS recently chose Mfiles, based in Finland for document management after a full review of the system architecture. Each system has a person responsible for it and reports to WS' Operations Committee, which in turn reports to their Executive Committee. In this way, many people are making choices about vendors, not just one.



*Compliance, Anna Nicole*

Anna began by describing her background. Anna had previously worked for another BONY-owned investment management firm, Newton Investment Management.

Anna identified her risk focus as being primarily operations risk. She noted that European risk standards, particularly the Internal Capital Adequacy and Risk Assessment (ICARA) minimum capital requirements came from Basel and FSA. She noted that these standards have not been adopted by U.S. investment management firms.

Anna explained that capital adequacy requirements were to ensure an orderly wind down of firms and to give clients enough notice to find another investment manager. Anna explained how WS is operationally independent from BONY. WS' Risk Officer is also the Money Laundering Reporting Officer.

Anna noted that many European investment managers outsource enforcement of Anti Money Laundering – Know Your Customer (AML/KYC) rules to administrators. For the commingled fund VCERA invests in, Northern Trust administers the AML/KYC, whereas WS administers AML/KYC for its separate accounts.

Anna's reporting line is into BONY in New York and Boston. Anna also reports to WS' Managing Director Jane Henderson.

Anna uses the Monday Morning All Staff meetings to communicate when new regulations are coming out. She observed that ESG is an area where there are different guidance and rules geographically, which at times conflict. She and her team are currently working with European and Hong Kong regulators to resolve current conflicts.

**Summary**

Each meeting was fully interactive. I found each of the firm's representatives to be forthcoming with information and responsive to my questions, and I was impressed with the people I met.

I found no due diligence concerns during my on-site due diligence visit with Walter Scott.

After the on-site due diligence visit, I attended the Walter Scott Research Conference and would be delighted to share conference research materials and/ or links to recorded interactive sessions/ presentations.

Respectfully submitted,



Dan Gallagher  
Chief Investment Officer



**VCERA**  
VENTURA COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION

# MONTHLY PERFORMANCE REPORT

VENTURA COUNTY EMPLOYEES'  
RETIREMENT ASSOCIATION

MAY 31, 2023

Allan Martin, Partner  
Rose Dean, CFA, Principal  
Leah Tongco, Consulting Analyst



# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)		
<b>Total Fund</b>	<b>7,283,783,828</b>	<b>100.0</b>	<b>100.0</b>	<b>-0.5</b>	<b>4.4</b>	<b>4.9</b>	<b>-0.5</b>	<b>9.3</b>	<b>7.2</b>	<b>7.6</b>	<b>7.9</b>	<b>Apr-94</b>	
Policy Index				-0.6	5.9	7.9	1.7	8.4	7.1	7.6	7.9		
Over/Under				0.1	-1.5	-3.0	-2.2	0.9	0.1	0.0	0.0		
60% MSCI ACWI (Net)/ 40% Bloomberg Global Agg				-1.4	5.2	5.6	-1.1	4.1	3.8	4.9	-		
Over/Under				0.9	-0.8	-0.7	0.6	5.2	3.4	2.7	-		
60% S&P 500 / 40% Bloomberg Aggregate				-0.2	6.7	7.1	1.2	6.3	7.2	7.9	8.1		
Over/Under				-0.3	-2.3	-2.2	-1.7	3.0	0.0	-0.3	-0.2		
<b>Total Fund ex Parametric</b>	<b>7,223,161,628</b>	<b>99.2</b>	<b>100.0</b>	<b>-0.5</b>	<b>4.2</b>	<b>4.5</b>	<b>-0.9</b>	<b>9.4</b>	<b>7.2</b>	<b>-</b>	<b>7.3</b>	<b>Nov-13</b>	
<b>Total Fund ex Private Equity</b>	<b>5,987,769,966</b>	<b>82.2</b>	<b>82.0</b>	<b>-0.6</b>	<b>5.9</b>	<b>7.4</b>	<b>0.9</b>	<b>7.6</b>	<b>5.9</b>	<b>6.7</b>	<b>7.7</b>	<b>Jan-12</b>	
Policy Index				-0.6	5.9	7.9	1.7	8.4	7.1	7.6	8.4		
Over/Under				0.0	0.0	-0.5	-0.8	-0.8	-1.2	-0.9	-0.7		
<b>Total US Equity</b>	<b>1,944,617,519</b>	<b>26.7</b>	<b>26.0</b>	<b>0.3</b>	<b>8.9</b>	<b>11.5</b>	<b>2.0</b>	<b>12.3</b>	<b>10.3</b>	<b>11.6</b>	<b>9.5</b>	<b>Jan-94</b>	
Russell 3000				0.4	8.7	11.4	2.0	12.2	10.1	11.2	9.7		
Over/Under				-0.1	0.2	0.1	0.0	0.1	0.2	0.4	-0.2		
Western U.S. Index Plus	173,669,624	2.4		0.6	10.1	12.7	2.4	12.7	10.3	11.8	7.2	Jun-07	
S&P 500 Index				0.4	9.6	12.2	2.9	12.9	11.0	12.0	8.7		
Over/Under				0.2	0.5	0.5	-0.5	-0.2	-0.7	-0.2	-1.5		
Blackrock Russell 1000 Index	1,688,786,162	23.2		0.5	9.3	11.8	2.5	12.5	10.6	-	11.4	May-17	
Russell 1000 Index				0.5	9.3	11.8	2.4	12.5	10.6	-	11.3		
Over/Under				0.0	0.0	0.0	0.1	0.0	0.0	-	0.1		
Blackrock Russell 2500 Index	82,161,734	1.1		-1.7	0.3	4.8	-5.2	10.4	5.0	-	6.8	May-17	
Russell 2500 Index				-1.8	0.3	4.7	-5.3	10.3	5.0	-	6.8		
Over/Under				0.1	0.0	0.1	0.1	0.1	0.0	-	0.0		

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)		
<b>Total Non-US Equity</b>	<b>1,073,299,147</b>	<b>14.7</b>	<b>15.0</b>	<b>-2.8</b>	<b>7.5</b>	<b>11.7</b>	<b>1.4</b>	<b>8.0</b>	<b>2.6</b>	<b>4.3</b>	<b>5.9</b>	<b>Mar-94</b>	
MSCI ACWI ex USA				<u>-3.6</u>	<u>4.8</u>	<u>7.9</u>	<u>-1.4</u>	<u>7.2</u>	<u>2.2</u>	<u>3.8</u>	<u>4.8</u>		
Over/Under				0.8	2.7	3.8	2.8	0.8	0.4	0.5	1.1		
MSCI AC World x USA in LC (Net)				<u>-1.7</u>	<u>6.0</u>	<u>8.7</u>	<u>2.2</u>	<u>9.4</u>	<u>4.5</u>	<u>6.3</u>	-		
Over/Under				-1.1	1.5	3.0	-0.8	-1.4	-1.9	-2.0	-		
BlackRock ACWI ex-U.S. Index	542,495,742	7.4		-3.5	4.7	8.0	-1.6	7.5	2.3	4.2	2.8	Apr-07	
MSCI AC World ex USA IMI (Net)				<u>-3.5</u>	<u>4.6</u>	<u>7.8</u>	<u>-1.9</u>	<u>7.3</u>	<u>2.1</u>	<u>4.0</u>	<u>2.6</u>		
Over/Under				0.0	0.1	0.2	0.3	0.2	0.2	0.2	0.2		
Sprucegrove	258,326,602	3.5		-3.0	8.3	14.8	2.5	11.8	1.7	4.1	6.4	Apr-02	
MSCI EAFE (Net)				<u>-4.2</u>	<u>6.8</u>	<u>13.6</u>	<u>3.1</u>	<u>8.5</u>	<u>3.2</u>	<u>4.6</u>	<u>5.5</u>		
Over/Under				1.2	1.5	1.2	-0.6	3.3	-1.5	-0.5	0.9		
MSCI EAFE Value Index (Net)				<u>-5.4</u>	<u>3.5</u>	<u>11.2</u>	<u>0.1</u>	<u>10.6</u>	<u>1.6</u>	<u>3.2</u>	<u>4.9</u>		
Over/Under				2.4	4.8	3.6	2.4	1.2	0.1	0.9	1.5		
Walter Scott	272,476,804	3.7		-1.2	12.6	16.9	7.1	6.5	6.8	6.6	6.4	Jan-11	
MSCI EAFE (Net)				<u>-4.2</u>	<u>6.8</u>	<u>13.6</u>	<u>3.1</u>	<u>8.5</u>	<u>3.2</u>	<u>4.6</u>	<u>4.6</u>		
Over/Under				3.0	5.8	3.3	4.0	-2.0	3.6	2.0	1.8		
<b>Total Global Equity</b>	<b>741,680,581</b>	<b>10.2</b>	<b>9.0</b>	<b>-1.0</b>	<b>7.9</b>	<b>10.5</b>	<b>1.2</b>	<b>10.4</b>	<b>7.2</b>	<b>7.8</b>	<b>6.5</b>	<b>May-05</b>	
MSCI AC World Index (Net)				<u>-1.1</u>	<u>7.7</u>	<u>10.1</u>	<u>0.9</u>	<u>10.1</u>	<u>6.8</u>	<u>7.8</u>	<u>7.0</u>		
Over/Under				0.1	0.2	0.4	0.3	0.3	0.4	0.0	-0.5		
BlackRock MSCI ACWI Equity Index	741,680,581	10.2		-1.0	7.9	10.5	1.2	10.4	7.2	8.2	9.3	Aug-12	
MSCI AC World Index (Net)				<u>-1.1</u>	<u>7.7</u>	<u>10.1</u>	<u>0.9</u>	<u>10.1</u>	<u>6.8</u>	<u>7.8</u>	<u>8.9</u>		
Over/Under				0.1	0.2	0.4	0.3	0.3	0.4	0.4	0.4		
<b>Total Private Equity</b>	<b>1,296,013,863</b>	<b>17.8</b>	<b>18.0</b>	<b>0.2</b>	<b>-2.2</b>	<b>-5.8</b>	<b>-6.9</b>	<b>21.5</b>	<b>18.4</b>	<b>16.7</b>	<b>16.1</b>	<b>Jan-12</b>	
Private Equity Benchmark				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.9</u>	<u>13.0</u>	<u>14.5</u>	<u>16.0</u>		
Over/Under				-0.4	-11.8	-19.2	-11.0	6.6	5.4	2.2	0.1		

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date	
<b>US Fixed Income</b>	<b>689,584,156</b>	<b>9.5</b>	<b>8.0</b>	<b>-1.1</b>	<b>3.3</b>	<b>2.6</b>	<b>0.0</b>	<b>-0.8</b>	<b>2.3</b>	<b>2.2</b>	<b>5.2</b>	<b>Mar-94</b>	
<i>Blmbg. U.S. Aggregate Index</i>				<u>-1.1</u>	<u>2.5</u>	<u>-0.6</u>	<u>-2.1</u>	<u>-3.6</u>	<u>0.8</u>	<u>1.4</u>	<u>4.4</u>		
Over/Under				0.0	0.8	3.2	2.1	2.8	1.5	0.8	0.8		
BlackRock U.S. Debt Fund	157,671,845	2.2		-1.1	2.6	-0.6	-2.1	-3.6	0.8	1.4	4.3	Dec-95	
<i>Blmbg. U.S. Aggregate Index</i>				<u>-1.1</u>	<u>2.5</u>	<u>-0.6</u>	<u>-2.1</u>	<u>-3.6</u>	<u>0.8</u>	<u>1.4</u>	<u>4.2</u>		
Over/Under				0.0	0.1	0.0	0.0	0.0	0.0	0.0	0.1		
Western	189,481,422	2.6		-1.2	3.0	-0.3	-2.6	-3.5	1.1	2.0	5.0	Jan-97	
<i>Blmbg. U.S. Aggregate Index</i>				<u>-1.1</u>	<u>2.5</u>	<u>-0.6</u>	<u>-2.1</u>	<u>-3.6</u>	<u>0.8</u>	<u>1.4</u>	<u>4.2</u>		
Over/Under				-0.1	0.5	0.3	-0.5	0.1	0.3	0.6	0.8		
Reams	211,961,983	2.9		-0.6	5.0	7.0	4.1	2.5	3.8	2.5	4.9	Oct-01	
<i>Blmbg. U.S. Aggregate Index</i>				<u>-1.1</u>	<u>2.5</u>	<u>-0.6</u>	<u>-2.1</u>	<u>-3.6</u>	<u>0.8</u>	<u>1.4</u>	<u>3.4</u>		
Over/Under				0.5	2.5	7.6	6.2	6.1	3.0	1.1	1.5		
<i>Reams Custom Index</i>				<u>0.4</u>	<u>1.9</u>	<u>3.2</u>	<u>3.2</u>	<u>1.2</u>	<u>1.7</u>	<u>1.1</u>	<u>3.3</u>		
Over/Under				-1.0	3.1	3.8	0.9	1.3	2.1	1.4	1.6		
Loomis Strategic Alpha	46,387,673	0.6		-0.8	1.5	3.1	-0.4	1.6	1.7	-	2.2	Aug-13	
<i>Blmbg. U.S. Aggregate Index</i>				<u>-1.1</u>	<u>2.5</u>	<u>-0.6</u>	<u>-2.1</u>	<u>-3.6</u>	<u>0.8</u>	-	<u>1.6</u>		
Over/Under				0.3	-1.0	3.7	1.7	5.2	0.9	-	0.6		
Loomis Sayles Multi Strategy	84,081,233	1.2		-1.4	2.3	2.0	-1.5	0.3	2.6	3.1	5.2	Aug-05	
<i>5% Bmbg. U.S. Int Agg / 65% Blmbg. U.S. Agg / 30% FTSE HY</i>				<u>-1.0</u>	<u>2.9</u>	<u>1.8</u>	<u>-1.4</u>	<u>-1.6</u>	<u>1.5</u>	<u>2.1</u>	<u>3.9</u>		
Over/Under				-0.4	-0.6	0.2	-0.1	1.9	1.1	1.0	1.3		
<b>Treasuries</b>	<b>76,379,968</b>	<b>1.0</b>	<b>2.0</b>	<b>-1.2</b>	<b>2.8</b>	<b>-3.2</b>	<b>-4.1</b>	<b>-6.5</b>	<b>-</b>	<b>-</b>	<b>-0.7</b>	<b>Apr-19</b>	
<i>Blmbg. U.S. Treasury: 7-10 Year</i>				<u>-1.4</u>	<u>2.9</u>	<u>-1.8</u>	<u>-2.8</u>	<u>-5.6</u>	-	-	<u>-0.4</u>		
Over/Under				0.2	-0.1	-1.4	-1.3	-0.9	-	-	-0.3		
Reams 10-Year Treasuries	76,379,968	1.0		-1.2	2.8	-3.2	-4.1	-6.5	-	-	-0.7	Apr-19	
<i>Blmbg. U.S. Treasury: 7-10 Year</i>				<u>-1.4</u>	<u>2.9</u>	<u>-1.8</u>	<u>-2.8</u>	<u>-5.6</u>	-	-	<u>-0.4</u>		
Over/Under				0.2	-0.1	-1.4	-1.3	-0.9	-	-	-0.3		
<b>Private Debt</b>	<b>470,163,506</b>	<b>6.5</b>	<b>8.0</b>	<b>1.3</b>	<b>3.5</b>	<b>4.2</b>	<b>3.4</b>	<b>11.1</b>	<b>8.3</b>	<b>-</b>	<b>7.9</b>	<b>Jan-18</b>	
<i>50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index</i>				<u>-0.5</u>	<u>3.7</u>	<u>7.5</u>	<u>2.7</u>	<u>4.7</u>	<u>4.4</u>	-	<u>4.3</u>		
Over/Under				1.8	-0.2	-3.3	0.7	6.4	3.9	-	3.6		

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									Inception Date
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)		
<b>Total Real Estate</b>	<b>537,003,691</b>	<b>7.4</b>	<b>8.0</b>	<b>0.1</b>	<b>-3.7</b>	<b>-8.4</b>	<b>-4.0</b>	<b>5.8</b>	<b>4.7</b>	<b>7.0</b>	<b>7.2</b>	<b>Apr-94</b>	
NCREIF ODCE Net				<u>0.0</u>	<u>-3.4</u>	<u>-8.1</u>	<u>-3.9</u>	<u>7.5</u>	<u>6.6</u>	<u>8.5</u>	<u>7.8</u>		
Over/Under				0.1	-0.3	-0.3	-0.1	-1.7	-1.9	-1.5	-0.6		
Prudential Real Estate	212,869,196	2.9		0.0	-1.8	-7.3	-2.3	8.2	7.5	9.3	6.5	Jul-04	
NCREIF ODCE Net				<u>0.0</u>	<u>-3.4</u>	<u>-8.1</u>	<u>-3.9</u>	<u>7.5</u>	<u>6.6</u>	<u>8.5</u>	<u>6.9</u>		
Over/Under				0.0	1.6	0.8	1.6	0.7	0.9	0.8	-0.4		
UBS Real Estate	232,456,711	3.2		0.0	-7.2	-12.3	-8.9	2.4	1.8	5.2	5.9	Apr-03	
NCREIF ODCE Net				<u>0.0</u>	<u>-3.4</u>	<u>-8.1</u>	<u>-3.9</u>	<u>7.5</u>	<u>6.6</u>	<u>8.5</u>	<u>7.1</u>		
Over/Under				0.0	-3.8	-4.2	-5.0	-5.1	-4.8	-3.3	-1.2		
LaSalle Income + Growth VIII Limited Partnership	61,596,958	0.8		-1.4	0.3	2.3	12.2	13.2	-	-	12.1	Mar-20	
NCREIF ODCE Net				<u>0.0</u>	<u>-3.4</u>	<u>-8.1</u>	<u>-3.9</u>	<u>7.5</u>	-	-	<u>7.1</u>		
Over/Under				-1.4	3.7	10.4	16.1	5.7	-	-	5.0		
Alterra IOS Venture II	30,080,827	0.4		5.3	4.9	-0.6	-0.6	-	-	-	-0.6	May-22	
NCREIF ODCE Net				<u>0.0</u>	<u>-3.4</u>	<u>-8.1</u>	<u>-3.9</u>	-	-	-	<u>-3.6</u>		
Over/Under				5.3	8.3	7.5	3.3	-	-	-	3.0		
<b>Total Real Assets</b>	<b>361,315,875</b>	<b>5.0</b>	<b>6.0</b>	<b>-0.6</b>	<b>4.1</b>	<b>5.9</b>	<b>-1.5</b>	<b>6.7</b>	<b>2.8</b>	<b>4.0</b>	<b>3.9</b>	<b>May-13</b>	
Real Assets Index				<u>0.4</u>	<u>3.3</u>	<u>4.5</u>	<u>6.1</u>	<u>8.0</u>	<u>6.4</u>	<u>6.7</u>	<u>6.4</u>		
Over/Under				-1.0	0.8	1.4	-7.6	-1.3	-3.6	-2.7	-2.5		
Bridgewater All Weather Fund	131,920,373	1.8		-3.5	3.4	-0.9	-8.2	1.2	1.8	-	3.5	Sep-13	
CPI + 5% (Unadjusted)				<u>0.7</u>	<u>4.6</u>	<u>7.3</u>	<u>9.2</u>	<u>11.1</u>	<u>9.1</u>	-	<u>7.9</u>		
Over/Under				-4.2	-1.2	-8.2	-17.4	-9.9	-7.3	-	-4.4		
Tortoise Energy Infrastructure	109,279,998	1.5		-4.1	0.2	17.0	1.6	22.1	3.5	2.7	2.6	May-13	
Tortoise MLP Index				<u>-1.6</u>	<u>2.6</u>	<u>21.6</u>	<u>5.1</u>	<u>24.1</u>	<u>4.9</u>	<u>1.2</u>	<u>1.0</u>		
Over/Under				-2.5	-2.4	-4.6	-3.5	-2.0	-1.4	1.5	1.6		
Brookfield Infra Fund IV B LP	50,892,185	0.7		2.4	6.6	5.1	10.7	10.1	-	-	9.6	Apr-20	
CPI + 2% (Unadjusted)				<u>0.4</u>	<u>3.3</u>	<u>4.5</u>	<u>6.1</u>	<u>8.0</u>	-	-	<u>7.4</u>		
Over/Under				2.0	3.3	0.6	4.6	2.1	-	-	2.2		
Brookfield Infra Fund V B LP	5,805,546	0.1		-	-	-	-	-	-	-	-	Jun-23	
CPI + 2% (Unadjusted)				-	-	-	-	-	-	-	-		
Over/Under				-	-	-	-	-	-	-	-		
Harbourvest Real Assets Fund IV L.P.	63,417,773	0.9		11.0	11.0	40.3	40.3	-	-	-	38.6	Apr-21	
CPI + 2% (Unadjusted)				<u>0.4</u>	<u>3.3</u>	<u>4.5</u>	<u>6.1</u>	-	-	-	<u>8.7</u>		
Over/Under				10.6	7.7	35.8	34.2	-	-	-	29.9		
<b>Overlay</b>	<b>93,725,522</b>	<b>1.3</b>	<b>0.0</b>										
Parametric	60,622,200	0.8											
Abbott Capital Cash	33,103,321	0.5											

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
<b>Total Private Equity</b>	<b>1,296,013,863</b>	<b>17.8</b>	<b>18.0</b>	<b>0.2</b>	<b>-2.2</b>	<b>-5.8</b>	<b>-6.9</b>	<b>21.5</b>	<b>18.4</b>	<b>16.7</b>	<b>16.1</b>	<b>Jan-12</b>
Private Equity Benchmark				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.9</u>	<u>13.0</u>	<u>14.5</u>	<u>16.0</u>	
Over/Under				-0.4	-11.8	-19.2	-11.0	6.6	5.4	2.2	0.1	
Adams Street Global Fund Series	251,045,674	3.4		0.0	-2.8	-10.2	-14.0	19.8	18.0	15.7	15.0	Jan-12
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	<u>13.7</u>	<u>15.1</u>	
Over/Under				-0.6	-12.4	-23.6	-18.1	5.3	5.7	2.0	-0.1	
Harbourvest	109,148,831	1.5		-0.6	3.2	-0.5	-2.3	14.5	15.5	-	17.5	Aug-13
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>13.4</u>	
Over/Under				-1.2	-6.4	-13.9	-6.4	0.0	3.2	-	4.1	
Pantheon Global Secondary Funds	60,150,731	0.8		0.0	-2.5	7.3	7.3	14.3	10.9	12.6	12.0	Jan-12
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	<u>13.7</u>	<u>15.1</u>	
Over/Under				-0.6	-12.1	-6.1	3.2	-0.2	-1.4	-1.1	-3.1	
Drive Capital Fund II	13,470,099	0.2		0.0	-54.7	-53.9	-53.9	-8.0	3.9	-	-8.6	Sep-16
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>13.8</u>	
Over/Under				-0.6	-64.3	-67.3	-58.0	-22.5	-8.4	-	-22.4	
Abbott Secondary Opportunities	10,932,328	0.2		5.8	7.4	1.6	-6.6	24.2	24.3	-	22.2	Jan-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>12.0</u>	
Over/Under				5.2	-2.2	-11.8	-10.7	9.7	12.0	-	10.2	
Clearlake Capital Partners V	12,456,523	0.2		0.8	-0.7	-12.5	-12.5	17.9	26.1	-	24.1	Mar-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>12.0</u>	
Over/Under				0.2	-10.3	-25.9	-16.6	3.4	13.8	-	12.1	
Battery Ventures XII	25,899,337	0.4		-4.3	-10.8	-21.8	-21.6	36.0	21.8	-	21.1	Apr-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>12.6</u>	
Over/Under				-4.9	-20.4	-35.2	-25.7	21.5	9.5	-	8.5	
Insight Venture Partners X	52,007,495	0.7		4.7	1.0	-19.2	-19.8	30.1	20.8	-	20.5	May-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>12.7</u>	
Over/Under				4.1	-8.6	-32.6	-23.9	15.6	8.5	-	7.8	
GTCR Fund XII	32,031,403	0.4		-2.4	-0.7	-4.3	-3.2	32.0	2.5	-	2.5	Jun-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	<u>12.3</u>	-	<u>12.3</u>	
Over/Under				-3.0	-10.3	-17.7	-7.3	17.5	-9.8	-	-9.8	
Buenaventure One, LLC	197,717,036	2.7		0.0	-0.6	-1.8	-1.8	22.8	-	-	15.4	Jul-18
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.3</u>	
Over/Under				-0.6	-10.2	-15.2	-5.9	8.3	-	-	3.1	
ECI 11	9,196,868	0.1		-1.5	11.2	1.9	-7.7	28.7	-	-	23.7	Jan-19
Russell 3000 + 2%				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>15.8</u>	
Over/Under				-2.1	1.6	-11.5	-11.8	14.2	-	-	7.9	



# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Buenaventure Two, LLC	1,997,140	0.0		-3.0	-3.6	-3.5	-3.2	18.8	-	-	30.8	Dec-18
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>13.0</u>	
Over/Under				-3.6	-13.2	-16.9	-7.3	4.3	-	-	17.8	
The Resolute Fund IV L.P.	33,239,424	0.5		5.3	9.7	22.4	22.4	35.8	-	-	42.4	Jan-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>15.8</u>	
Over/Under				4.7	0.1	9.0	18.3	21.3	-	-	26.6	
GGV Capital VII L.P.	13,433,613	0.2		-0.8	-3.7	-8.9	-8.9	15.2	-	-	4.5	Feb-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>13.9</u>	
Over/Under				-1.4	-13.3	-22.3	-13.0	0.7	-	-	-9.4	
GGV Discovery II, L.P.	3,908,541	0.1		-1.3	-1.7	-2.9	19.4	28.8	-	-	19.5	Feb-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>13.9</u>	
Over/Under				-1.9	-11.3	-16.3	15.3	14.3	-	-	5.6	
Drive Capital Overdrive Fund I	8,856,959	0.1		0.0	-26.1	-26.9	-24.0	21.2	-	-	14.2	May-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.2</u>	
Over/Under				-0.6	-35.7	-40.3	-28.1	6.7	-	-	2.0	
Riverside Micro Cap Fund V, LP	11,460,121	0.2		0.0	1.4	6.1	16.6	25.5	-	-	6.7	May-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.2</u>	
Over/Under				-0.6	-8.2	-7.3	12.5	11.0	-	-	-5.5	
GGV Capital VII Plus, LP	3,236,808	0.0		2.1	5.1	-2.6	-2.6	11.9	-	-	8.9	Jun-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>14.3</u>	
Over/Under				1.5	-4.5	-16.0	-6.7	-2.6	-	-	-5.4	
Astorg VII L.P.	2,492,710	0.0		-75.0	-76.5	-80.3	-80.3	-26.4	-	-	-31.1	Jul-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.6</u>	
Over/Under				-75.6	-86.1	-93.7	-84.4	-40.9	-	-	-43.7	
M/C Partners Fund VIII LP. Limited Partnership	8,221,221	0.1		1.8	-0.5	1.2	1.2	15.4	-	-	-7.2	Jul-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.6</u>	
Over/Under				1.2	-10.1	-12.2	-2.9	0.9	-	-	-19.8	
Genstar Capital Partners IX	9,845,163	0.1		-1.2	1.8	22.8	28.6	35.8	-	-	-	Aug-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.4</u>	
Over/Under				-1.8	-7.8	9.4	24.5	21.3	-	-	-	
Genstar IX Opportunities Fund I	2,911,535	0.0		-3.0	-0.6	21.4	25.1	26.3	-	-	19.8	Aug-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.4</u>	
Over/Under				-3.6	-10.2	8.0	21.0	11.8	-	-	7.4	



# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
ABRY Partners IX, LP	12,552,687	0.2		0.2	3.9	17.3	20.0	27.6	-	-	5.6	Sep-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>13.3</u>	
Over/Under				-0.4	-5.7	3.9	15.9	13.1	-	-	-7.7	
Advent International GPE IX LP	12,817,664	0.2		0.7	-2.1	-19.2	-35.2	37.3	-	-	27.1	Nov-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>12.6</u>	
Over/Under				0.1	-11.7	-32.6	-39.3	22.8	-	-	14.5	
Drive Capital Fund III LP	5,747,136	0.1		0.0	-28.2	-20.9	-16.3	0.6	-	-	-2.4	Dec-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>11.7</u>	
Over/Under				-0.6	-37.8	-34.3	-20.4	-13.9	-	-	-14.1	
Oak HC/FT Partners III LP	22,620,230	0.3		-0.3	-5.4	-33.4	-33.4	24.9	-	-	17.6	Dec-19
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>11.7</u>	
Over/Under				-0.9	-15.0	-46.8	-37.5	10.4	-	-	5.9	
TA XIII A LP	12,422,053	0.2		-0.3	0.4	3.5	3.5	33.8	-	-	22.7	Jan-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>11.0</u>	
Over/Under				-0.9	-9.2	-9.9	-0.6	19.3	-	-	11.7	
Dover Street X, LP	30,650,171	0.4		2.8	2.8	6.5	6.5	31.8	-	-	33.3	Feb-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>11.3</u>	
Over/Under				2.2	-6.8	-6.9	2.4	17.3	-	-	22.0	
Hellman & Friedman CP IX	26,259,299	0.4		7.1	15.2	5.8	3.1	21.2	-	-	10.5	Apr-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>20.3</u>	
Over/Under				6.5	5.6	-7.6	-1.0	6.7	-	-	-9.8	
Clearlake Capital Partners VI	28,125,681	0.4		3.9	7.0	1.8	1.8	27.2	-	-	27.2	Jun-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>14.5</u>	
Over/Under				3.3	-2.6	-11.6	-2.3	12.7	-	-	12.7	
Flexpoint Fund IV	7,119,040	0.1		2.4	-28.8	-16.3	-16.3	13.2	-	-	13.2	Jun-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>14.5</u>	
Over/Under				1.8	-38.4	-29.7	-20.4	-1.3	-	-	-1.3	
Battery Ventures XIII	17,110,925	0.2		-2.6	-2.0	-4.6	2.2	14.7	-	-	14.7	Jun-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	<u>14.5</u>	-	-	<u>14.5</u>	
Over/Under				-3.2	-11.6	-18.0	-1.9	0.2	-	-	0.2	
Green Equity Investors VIII, L.P.	14,816,421	0.2		4.1	7.6	7.4	8.0	-	-	-	4.9	Nov-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>12.7</u>	
Over/Under				3.5	-2.0	-6.0	3.9	-	-	-	-7.8	
CapVest Private Equity Partners IV, SCSp	10,113,134	0.1		-4.9	0.2	9.3	8.3	-	-	-	39.0	Dec-20
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>8.0</u>	
Over/Under				-5.5	-9.4	-4.1	4.2	-	-	-	31.0	

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Drive Capital Fund IV LP	4,072,595	0.1		-1.4	-1.4	-4.2	-6.7	-	-	-	-4.8	Jan-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-6.9</u>	
Over/Under				-2.0	-11.0	-17.6	-10.8	-	-	-	2.1	
Great Hill Equity Partners VII	8,616,656	0.1		20.8	19.3	16.0	14.9	-	-	-	94.0	Jan-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>6.3</u>	
Over/Under				20.2	9.7	2.6	10.8	-	-	-	87.7	
Great Hill Equity Partners VIII	3,463,902	0.0		-5.6	-19.6	-	-	-	-	-	-19.6	Dec-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>3.4</u>	
Over/Under				-6.2	-29.2	-	-	-	-	-	-23.0	
Vitruvian Investment Partners IV	16,104,243	0.2		-3.4	5.3	14.4	22.9	-	-	-	-	Jan-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>6.3</u>	
Over/Under				-4.0	-4.3	1.0	18.8	-	-	-	-	
CRV XVIII, L.P.	14,404,749	0.2		-0.4	-7.2	-8.0	-1.2	-	-	-	2.7	Mar-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>5.3</u>	
Over/Under				-1.0	-16.8	-21.4	-5.3	-	-	-	-2.6	
GGV Capital VIII, L.P.	6,079,915	0.1		-0.8	-1.1	0.2	0.7	-	-	-	9.8	May-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>1.4</u>	
Over/Under				-1.4	-10.7	-13.2	-3.4	-	-	-	8.4	
GGV Discovery III, L.P.	2,691,209	0.0		0.1	3.5	18.7	18.7	-	-	-	27.7	May-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>1.4</u>	
Over/Under				-0.5	-6.1	5.3	14.6	-	-	-	26.3	
Oak HC/FT Partners IV, L.P.	9,547,416	0.1		-0.4	2.8	8.6	8.6	-	-	-	9.3	May-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>1.4</u>	
Over/Under				-1.0	-6.8	-4.8	4.5	-	-	-	7.9	
Prairie Capital VII, LP	4,749,052	0.1		-4.2	-5.6	-6.0	-6.0	-	-	-	-0.6	Jun-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>1.1</u>	
Over/Under				-4.8	-15.2	-19.4	-10.1	-	-	-	-1.7	
GGV Capital VIII Plus, L.P.	1,095,690	0.0		0.0	-1.4	0.2	4.5	-	-	-	2.2	Jul-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-0.2</u>	
Over/Under				-0.6	-11.0	-13.2	0.4	-	-	-	2.4	
Flexpoint Overage Fund IV A, L.P.	2,876,066	0.0		12.9	13.7	13.3	17.2	-	-	-	13.0	Jul-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-0.2</u>	
Over/Under				12.3	4.1	-0.1	13.1	-	-	-	13.2	
Abbott Secondary Opportunities II, L.P.	19,695,735	0.3		5.4	4.0	36.3	36.3	-	-	-	62.6	Jul-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-0.2</u>	
Over/Under				4.8	-5.6	22.9	32.2	-	-	-	62.8	

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Genstar X Opportunities Fund I, LP	3,383,215	0.0		1.1	2.3	1.6	2.8	-	-	-	6.7	Sep-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-2.9</u>	
Over/Under				0.5	-7.3	-11.8	-1.3	-	-	-	9.6	
Charlesbank Overage Fund X	4,933,084	0.1		4.3	6.2	11.7	13.1	-	-	-	10.9	Sep-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-2.9</u>	
Over/Under				3.7	-3.4	-1.7	9.0	-	-	-	13.8	
Charlesbank Equity Fund X	11,798,175	0.2		-0.6	9.0	12.7	13.4	-	-	-	8.9	Sep-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-2.9</u>	
Over/Under				-1.2	-0.6	-0.7	9.3	-	-	-	11.8	
GTCR Fund XIII	14,552,359	0.2		-1.7	-4.2	-3.6	-3.6	-	-	-	32.5	Sep-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-2.9</u>	
Over/Under				-2.3	-13.8	-17.0	-7.7	-	-	-	35.4	
Hellman & Friedman CP X	14,680,189	0.2		4.3	10.4	0.8	0.8	-	-	-	-0.4	Nov-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-4.6</u>	
Over/Under				3.7	0.8	-12.6	-3.3	-	-	-	4.2	
Genstar Capital Partners X LP	10,047,789	0.1		1.5	2.7	2.8	5.8	-	-	-	11.0	Dec-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-4.0</u>	
Over/Under				0.9	-6.9	-10.6	1.7	-	-	-	15.0	
TA XIV A LP	5,290,192	0.1		0.6	-1.3	-12.8	-12.8	-	-	-	-8.7	Dec-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-4.0</u>	
Over/Under				0.0	-10.9	-26.2	-16.9	-	-	-	-4.7	
CVC Capital Partners VIII A LP	12,251,991	0.2		-0.5	-1.7	16.0	13.2	-	-	-	19.3	Dec-21
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-4.0</u>	
Over/Under				-1.1	-11.3	2.6	9.1	-	-	-	23.3	
Drive Capital Overdrive	2,519,364	0.0		0.0	-45.9	-47.9	-49.3	-	-	-	-38.1	Jan-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-6.9</u>	
Over/Under				-0.6	-55.5	-61.3	-53.4	-	-	-	-31.2	
Kinderhook Capital Fund 7	5,883,511	0.1		23.0	75.7	62.1	62.1	-	-	-	28.7	Mar-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-1.5</u>	
Over/Under				22.4	66.1	48.7	58.0	-	-	-	30.2	
Pantheon Global Secondary Funds VII	6,012,939	0.1		0.0	-10.4	2.2	2.2	-	-	-	1.9	Apr-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>-4.4</u>	
Over/Under				-0.6	-20.0	-11.2	-1.9	-	-	-	6.3	
Harbourvest PTN Co Inv VI LP	12,200,216	0.2		5.2	5.2	-3.7	-3.7	-	-	-	-3.5	May-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>3.8</u>	
Over/Under				4.6	-4.4	-17.1	-7.8	-	-	-	-7.3	

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Clearlake Capital Partners VII	10,645,070	0.1		5.8	4.8	3.0	3.0	-	-	-	3.0	Jun-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	<u>4.1</u>	-	-	-	<u>4.1</u>	
Over/Under				5.2	-4.8	-10.4	-1.1	-	-	-	-1.1	
Battery Ventures XIV	1,835,415	0.0		-2.3	-4.1	-	-	-	-	-	-	Jul-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	-	-	-	-	<u>13.4</u>	
Over/Under				-2.9	-13.7	-	-	-	-	-	-	
Oak HC/FT Partners V	1,512,244	0.0		-2.7	-6.8	-	-	-	-	-	-	Jul-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	<u>13.4</u>	-	-	-	-	<u>13.4</u>	
Over/Under				-3.3	-16.4	-	-	-	-	-	-	
Advent International GPE X LP	2,825,783	0.0		-7.5	-2.6	-	-	-	-	-	-19.2	Oct-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>18.1</u>	
Over/Under				-8.1	-12.2	-	-	-	-	-	-37.3	
GTCR Strategic Growth 1/A	539,252	0.0		-15.2	-45.1	-	-	-	-	-	-45.1	Oct-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>18.1</u>	
Over/Under				-15.8	-54.7	-	-	-	-	-	-63.2	
GTCR Strategic Growth 1/B	605,151	0.0		17.6	23.6	-	-	-	-	-	26.5	Oct-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>18.1</u>	
Over/Under				17.0	14.0	-	-	-	-	-	8.4	
Riverside Micro Cap Fund VI, LP	5,534,879	0.1		4.3	2.0	-	-	-	-	-	-8.1	Oct-22
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>18.1</u>	
Over/Under				3.7	-7.6	-	-	-	-	-	-26.2	
Ridgemont Equity Partners IV	1,551,812	0.0		0.0	0.0	-	-	-	-	-	0.0	Jan-23
<i>Russell 3000 + 2%</i>				<u>0.6</u>	<u>9.6</u>	-	-	-	-	-	<u>9.6</u>	
Over/Under				-0.6	-9.6	-	-	-	-	-	-9.6	

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)									
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date	
<b>Private Credit</b>	<b>470,163,506</b>	<b>6.5</b>	<b>8.0</b>	<b>1.3</b>	<b>3.5</b>	<b>4.2</b>	<b>3.4</b>	<b>11.1</b>	<b>8.3</b>	-	<b>7.9</b>	<b>Jan-18</b>	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	4.4	-	4.3		
Over/Under				1.8	-0.2	-3.3	0.7	6.4	3.9	-	3.6		
CVI Credit Value Fund IV	25,329,114	0.3		0.7	3.3	10.1	9.4	14.7	7.6	-	7.2	Jan-18	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	4.4	-	4.3		
Over/Under				1.2	-0.4	2.6	6.7	10.0	3.2	-	2.9		
Monroe Capital Private Credit Fund III	21,678,866	0.3		3.1	7.2	10.5	13.4	13.1	-	-	11.7	Dec-18	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	-	-	4.5		
Over/Under				3.6	3.5	3.0	10.7	8.4	-	-	7.2		
Bluebay Direct Lending Fund III	19,537,693	0.3		2.3	5.2	8.8	11.2	11.7	-	-	10.5	Apr-19	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	-	-	3.9		
Over/Under				2.8	1.5	1.3	8.5	7.0	-	-	6.6		
Pimco Private Income Fund	72,185,919	1.0		2.2	1.5	1.8	1.8	9.4	-	-	8.3	Nov-19	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	-	-	3.3		
Over/Under				2.7	-2.2	-5.7	-0.9	4.7	-	-	5.0		
Bridge Debt Strategies III Limited Partner	15,710,549	0.2		2.2	2.2	3.7	4.3	7.7	-	-	6.8	Jan-20	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	-	-	2.7		
Over/Under				2.7	-1.5	-3.8	1.6	3.0	-	-	4.1		
PIMCO Corp Opps Fund III	50,209,129	0.7		2.6	0.3	-3.9	-8.4	31.1	-	-	30.2	May-20	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	4.7	-	-	6.0		
Over/Under				3.1	-3.4	-11.4	-11.1	26.4	-	-	24.2		
Torchlight Debt Fund VII, L.P.	13,464,938	0.2		0.6	2.4	6.8	8.3	-	-	-	4.0	Jan-21	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	1.4		
Over/Under				1.1	-1.3	-0.7	5.6	-	-	-	2.6		
Torchlight Debt Fund VIII, L.P.	1,690,128	0.0		-15.5	-15.5	-	-	-	-	-	-15.5	Jan-23	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	-	-	-	-	-	3.7		
Over/Under				-15.0	-19.2	-	-	-	-	-	-19.2		
Crayhill Principal Strategies Fund II	12,607,686	0.2		1.3	-0.6	3.5	-15.2	-	-	-	16.1	May-21	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	0.4		
Over/Under				1.8	-4.3	-4.0	-17.9	-	-	-	15.7		
CVI Credit Value Fund A V	20,758,295	0.3		0.9	4.3	4.6	3.8	-	-	-	5.6	Jun-21	
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	0.2		
Over/Under				1.4	0.6	-2.9	1.1	-	-	-	5.4		



# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Bridge Debt Strategies Fund IV LP	23,871,232	0.3		2.1	3.4	4.3	6.7	-	-	-	5.7	Aug-21
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-0.4	
Over/Under				2.6	-0.3	-3.2	4.0	-	-	-	6.1	
Cross Ocean USD ESS Fund IV	31,156,125	0.4		0.0	1.6	3.2	8.7	-	-	-	5.6	Sep-21
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-0.8	
Over/Under				0.5	-2.1	-4.3	6.0	-	-	-	6.4	
Harbourvest Direct Lending L	17,451,871	0.2		0.0	3.1	7.1	7.1	-	-	-	4.0	Sep-21
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-0.8	
Over/Under				0.5	-0.6	-0.4	4.4	-	-	-	4.8	
Bain Capital Special Situations Asia Fund II	3,160,418	0.0		4.0	14.1	16.5	10.8	-	-	-	15.1	Nov-21
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-1.0	
Over/Under				4.5	10.4	9.0	8.1	-	-	-	16.1	
Arbour Lane Credit Opp III A	12,741,177	0.2		0.0	2.9	-7.0	-7.0	-	-	-	-5.4	Dec-21
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-0.7	
Over/Under				0.5	-0.8	-14.5	-9.7	-	-	-	-4.7	

# TOTAL FUND PERFORMANCE DETAIL

	Allocation			Performance (%)								
	Market Value (\$)	% of Portfolio	Policy (%)	1 Mo (%)	YTD (%)	FYTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	10 Yrs (%)	Inception (%)	Inception Date
Monroe Private Capital Fund IV	25,131,545	0.3		3.1	5.2	7.2	11.6	-	-	-	8.1	Jan-22
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	-1.6	
Over/Under				3.6	1.5	-0.3	8.9	-	-	-	9.7	
Crescent Cove Opportunity Fund LP	15,097,268	0.2		0.0	2.2	1.1	1.1	-	-	-	1.1	Jun-22
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	7.5	2.7	-	-	-	2.7	
Over/Under				0.5	-1.5	-6.4	-1.6	-	-	-	-1.6	
Pantheon Credit Opportunity II	34,843,520	0.5		0.0	18.2	-	-	-	-	-	18.2	Nov-22
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	-	-	-	-	-	5.2	
Over/Under				0.5	14.5	-	-	-	-	-	13.0	
VWH Partners III LP	21,179,424	0.3		2.0	3.5	-	-	-	-	-	3.5	Dec-22
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	3.7	-	-	-	-	-	3.5	
Over/Under				2.5	-0.2	-	-	-	-	-	0.0	
Harbourview Royalties I	14,557,170	0.2		-1.2	-	-	-	-	-	-	-1.2	Apr-23
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	-	-	-	-	-	-	0.4	
Over/Under				-0.7	-	-	-	-	-	-	-1.6	
Kennedy Lewis Capital Partners Master Fund III LP	12,801,439	0.2		0.0	-	-	-	-	-	-	0.0	May-23
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	-	-	-	-	-	-	-0.5	
Over/Under				0.5	-	-	-	-	-	-	0.5	
PIMCO Corp Opps Fund IV	5,000,000	0.1		0.0	-	-	-	-	-	-	0.0	May-23
50% CS Leveraged Loan / 50% ICE BofA US HY BB-B Rated Constrained Index				-0.5	-	-	-	-	-	-	-0.5	
Over/Under				0.5	-	-	-	-	-	-	0.5	

Policy Index as of May, 2022: 26% Russell 3000 Index, 15% MSCI ACWI ex U.S., 9% MSCI ACWI, 18% Private Equity Benchmark, 10% Bloomberg US Aggregate, 8% 50% CS Leveraged Loan/50% ICE BofA US HY BB-B Rated Constrained Index, 8% NCREIF ODCE, 6% Real Assets Index.

Total U.S. Equity Benchmark: Russell 3000 Index. Prior to January 2016, the Benchmark is 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.

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. Fiscal year ends 6/30.

# PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date <sup>1</sup>	Outstanding Commitment <sup>1</sup>	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	\$25,043,477	\$319,240	99%	\$30,343,875	\$10,932,328	\$41,276,203	\$16,232,726	24.8%	1.21x	1.65x
Abbott Secondary Opportunities II, LP.	2020	1/31/2020	\$40,000,000	\$18,934,408	\$21,065,592	47%	\$4,600,000	\$19,695,733	\$24,295,733	\$5,361,325	42.3%	0.24x	1.28x
ABRY Partners IX	2019	12/6/2018	\$10,600,000	\$10,586,174	\$3,046,118	100%	\$3,032,292	\$12,422,294	\$15,454,586	\$4,868,412		0.29x	1.46x
Adams Street 2010 U.S. Fund	2010	5/21/2010	\$42,500,000	\$37,442,500	\$5,057,500	88%	\$69,102,240	\$26,740,187	\$95,842,427	\$58,384,714	16.8%	1.85x	2.56x
Adams Street 2010 Non-U.S. Dev. Mkts Fund	2010	5/21/2010	\$25,500,000	\$22,962,749	\$2,537,251	90%	\$33,935,811	\$10,704,888	\$44,640,699	\$21,676,361	13.1%	1.48x	1.94x
Adams Street 2010 Non-U.S. Emg Mkts Fund	2010	1/3/2011	\$8,500,000	\$7,633,000	\$867,000	90%	\$8,032,589	\$7,485,564	\$15,518,153	\$7,885,153	10.5%	1.05x	2.03x
Adams Street 2010 Direct Fund	2010	5/21/2010	\$8,500,000	\$8,168,500	\$331,500	96%	\$12,560,694	\$2,797,221	\$15,357,915	\$7,182,718	11.9%	1.54x	1.88x
Adams Street 2013 Global Fund	2013	6/27/2013	\$75,000,000	\$69,319,741	\$5,680,259	92%	\$66,364,205	\$80,876,507	\$147,240,712	\$77,910,243	14.2%	0.96x	2.12x
Adams Street 2016 Global Fund	2016	8/16/2016	\$60,000,000	\$49,384,776	\$10,615,224	82%	\$21,068,412	\$73,568,590	\$94,637,002	\$45,252,226	19.6%	0.43x	1.92x
Adams Street Co-Investment Fund IV A	2018	9/24/2018	\$30,000,000	\$28,267,931	\$5,062,521	94%	\$10,574,191	\$34,122,472	\$44,696,663	\$16,360,924	20.4%	0.37x	1.58x
Adams Street Co-Investment Fund V	2022	9/30/2021	\$35,000,000	\$8,750,000	\$26,250,000	25%	--	\$9,076,426	\$5,576,426	(\$3,173,574)	11.2%	--	0.64x
Adams Street Global Secondary Fund 7	2022	11/4/2022	\$25,000,000	\$4,822,560	\$20,177,440	19%	--	\$6,210,290	\$6,210,290	\$1,387,730	73.9%	--	1.29x
Advent International GPE IX	2019	5/23/2019	\$10,000,000	\$9,350,638	\$649,362	94%	\$999,600	\$12,660,985	\$13,660,585	\$4,309,947	21.8%	0.11x	1.46x
Advent International GPE X	2022	4/28/2022	\$20,000,000	\$3,100,000	\$16,900,000	16%	--	\$2,903,528	\$2,903,528	(\$196,472)	-19.3%	--	0.94x
Astorg VII	2019	12/17/2018	\$8,732,861	\$7,770,216	\$962,645	89%	--	\$9,675,787	\$9,675,787	\$1,905,571	11.3%	--	1.25x
Astorg VIII	2022	2/1/2022	\$18,423,572	\$2,987,691	\$15,435,881	16%	--	\$2,647,499	\$2,647,499	(\$340,192)	-15.7%	--	0.89x
Battery Ventures XII	2018	2/1/2018	\$9,050,000	\$8,161,290	\$888,710	90%	\$5,283,696	\$17,771,602	\$23,055,298	\$14,894,008	32.4%	0.65x	2.82x
Battery Ventures XII Side Fund	2018	2/1/2018	\$5,050,000	\$4,772,755	\$277,245	95%	\$5,790,040	\$8,994,600	\$14,784,640	\$10,011,885	37.2%	1.21x	3.1x
Battery Ventures XIII	2020	2/11/2020	\$9,240,000	\$7,780,080	\$1,459,920	84%	--	\$10,169,893	\$10,169,893	\$2,389,813	14.9%	--	1.31x
Battery Ventures XIII Side Fund	2020	2/11/2020	\$6,160,000	\$5,125,120	\$1,034,880	83%	--	\$7,392,193	\$7,392,193	\$2,267,073	19.8%	--	1.44x
Battery Ventures XIV	2022	2/24/2022	\$10,000,000	\$2,010,000	\$7,990,000	20%	--	\$1,870,469	\$1,870,469	(\$139,531)	-16.5%	--	0.93x
BlackFin Financial Services Fund IV	2023	4/6/2023	\$19,935,666	--	\$19,935,666	--	--	--	--	--	--	--	--
Buenaventure One, LLC	2018	1/5/2018	\$289,599,750	\$145,570,590	\$144,029,160	50%	\$17,233,156	\$197,716,982	\$214,950,138	\$69,379,548	18.3%	0.12x	1.48x
CapVest Equity Partners IV	2019	7/11/2018	\$12,481,439	\$8,224,804	\$4,256,635	66%	--	\$10,167,294	\$10,167,294	\$1,942,490	12.6%	--	1.24x
CapVest Equity Partners V	2021	11/23/2021	\$18,811,934	\$346,467	\$18,465,467	--	--	(\$476,608)	(\$476,608)	--	-100.0%	--	-1.38x
Charlesbank Equity Fund X	2020	11/20/2020	\$24,000,000	\$10,474,475	\$13,525,525	44%	\$95,719	\$11,798,173	\$11,893,892	\$1,419,417	11.6%	0.01x	1.14x
Charlesbank Equity Overage Fund X	2020	11/20/2020	\$6,000,000	\$4,337,517	\$1,662,483	72%	\$31,636	\$4,933,084	\$4,964,720	\$627,203	13.2%	0.01x	1.14x
Charlesbank Technology Opportunities Fund II	2023	2/21/2023	\$20,000,000	--	\$20,000,000	--	--	--	--	--	--	--	--
Clearlake Capital Partners V	2017	12/22/2017	\$9,950,000	\$14,059,510	\$2,129,324	79%	\$17,758,524	\$12,352,543	\$30,111,067	\$16,005,399	41.7%	1.26x	2.14x
Clearlake Capital Partners VI	2020	1/2/2020	\$18,700,000	\$18,922,043	\$522,109	101%	\$1,566,382	\$27,076,327	\$28,642,709	\$9,720,666	24.1%	0.08x	1.51x
Clearlake Capital Partners VII	2021	9/17/2021	\$20,000,000	\$10,274,689	\$9,725,311	51%	\$487	\$9,961,081	\$9,961,568	(\$313,121)	-3.9%	0x	0.97x
CRV XVIII	2020	7/2/2020	\$15,000,000	\$12,112,500	\$2,887,500	81%	--	\$13,168,848	\$13,168,848	\$1,056,348	5.0%	--	1.09x
CRV XIX	2022	1/27/2022	\$10,000,000	\$1,500,000	\$8,500,000	15%	--	\$1,235,905	\$1,235,905	(\$264,095)	-23.5%	--	0.82x
CVC Capital Partners VIII	2020	5/22/2020	\$19,933,263	\$11,423,819	\$8,509,444	57%	\$13,084	\$12,118,467	\$12,131,551	\$707,732	6.7%	0x	1.06x
Drive Capital Fund II	2016	8/19/2016	\$15,000,000	\$14,946,053	\$57,157	100%	\$5,047,070	\$13,333,675	\$18,380,745	\$3,431,482	5.1%	0.34x	1.23x
Drive Capital Fund III	2019	4/5/2019	\$7,500,000	\$6,255,413	\$1,244,587	83%	--	\$7,010,078	\$7,010,078	\$754,665	5.9%	--	1.12x
Drive Capital Fund IV	2021	12/27/2021	\$10,000,000	\$4,333,092	\$5,666,908	43%	--	\$4,072,594	\$4,072,594	(\$260,498)	-5.8%	--	0.94x
Drive Capital Overdrive Fund I	2019	4/5/2019	\$7,500,000	\$7,366,773	\$133,227	98%	\$12,492	\$9,252,269	\$9,264,761	\$1,897,988	8.4%	--	1.26x
Drive Capital Overdrive Fund II	2021	12/27/2021	\$10,000,000	\$4,662,975	\$5,337,025	47%	--	\$4,361,325	\$4,361,325	(\$301,650)	-7.5%	--	0.94x
ECI 11	2018	7/5/2018	\$9,754,977	\$8,828,660	\$926,317	91%	\$4,088,333	\$9,192,933	\$13,281,266	\$4,452,606	20.1%	0.46x	1.5x
ECI 12	2022	7/15/2022	\$20,626,003	--	\$20,670,759	--	--	--	--	--	--	--	--





# PRIVATE EQUITY LP PERFORMANCE

Fund Name	Vintage Year	Initial Closing Date	Commitment	Capital Called to Date <sup>1</sup>	Outstanding Commitment <sup>1</sup>	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%	\$2,744,338	\$6,680,679	\$9,425,017	\$3,319,640	26.4%	0.45x	1.54x
Flexpoint Overage Fund IV-A	2019	7/2/2019	\$3,550,000	\$2,542,747	\$1,007,253	72%	--	\$2,770,239	\$2,770,239	\$227,492	6.0%	--	1.09x
Genstar Capital Partners IX	2019	2/21/2019	\$7,500,000	\$7,161,214	\$338,786	95%	\$3,496,169	\$9,638,870	\$13,135,039	\$5,973,825	32.0%	0.49x	1.83x
Genstar Capital Partners IX Opportunities Program	2019	2/21/2019	\$2,500,000	\$2,156,762	\$343,238	86%	\$1,067,194	\$2,868,918	\$3,936,112	\$1,779,350	25.8%	0.49x	1.83x
Genstar Capital Partners X	2021	4/1/2021	\$15,000,000	\$9,560,745	\$5,439,255	64%	--	\$10,047,785	\$10,047,785	\$487,040	6.4%	--	1.05x
Genstar Capital Partners X Opportunities Program	2021	4/1/2021	\$5,000,000	\$3,206,113	\$1,793,887	64%	--	\$3,383,216	\$3,383,216	\$177,103	5.7%	--	1.06x
GGV Capital VII	2019	8/15/2018	\$10,160,000	\$9,652,000	\$508,000	95%	\$69,608	\$13,433,617	\$13,503,225	\$3,851,225	12.1%	0.01x	1.4x
GGV Capital VII Plus	2019	8/15/2018	\$2,540,000	\$2,476,500	\$63,500	98%	--	\$3,236,807	\$3,236,807	\$760,307	9.5%	--	1.31x
GGV Capital VIII	2020	10/30/2020	\$9,180,000	\$5,370,300	\$3,809,700	59%	--	\$6,079,916	\$6,079,916	\$709,616	9.1%	--	1.13x
GGV Capital VIII Plus	2020	10/30/2020	\$2,295,000	\$1,055,700	\$1,239,300	46%	--	\$1,095,690	\$1,095,690	\$39,990	2.5%	--	1.04x
GGV Discovery II	2019	8/15/2018	\$2,100,000	\$2,005,500	\$94,500	96%	--	\$3,908,542	\$3,908,542	\$1,903,042	26.4%	--	1.95x
GGV Discovery III	2020	10/30/2020	\$3,825,000	\$1,836,000	\$1,989,000	48%	--	\$2,691,209	\$2,691,209	\$855,209	27.6%	--	1.47x
Great Hill Equity Partners VII	2019	6/28/2019	\$8,900,000	\$8,159,058	\$740,942	92%	\$2,458,521	\$8,373,489	\$10,832,010	\$2,672,952	41.2%	0.3x	1.33x
Great Hill Equity Partners VIII	2021	11/1/2021	\$25,000,000	\$5,207,239	\$19,792,761	--	--	\$3,417,374	\$3,417,374	--	-90.1%	--	0.66x
Green Equity Investors VIII	2019	10/18/2019	\$15,000,000	\$13,070,155	\$2,049,081	87%	\$119,236	\$14,816,426	\$14,935,662	\$1,865,507	7.9%	0.01x	1.14x
Green Equity Investors IX	2022	3/1/2022	\$13,300,000	--	\$13,300,000	--	--	(\$17,732)	(\$17,732)	--	-100.0%	--	--
GTCR Fund XII	2017	9/29/2017	\$30,000,000	\$24,532,892	\$5,467,108	82%	\$12,846,870	\$32,031,404	\$44,878,274	\$20,345,382	24.3%	0.52x	1.83x
GTCR Fund XIII	2020	10/27/2020	\$30,000,000	\$15,343,652	\$14,656,348	51%	\$3,268,145	\$14,552,772	\$17,820,917	\$2,477,265	17.8%	0.21x	1.16x
GTRC Fund XIV	2023	1/2/2023	\$20,000,000	--	\$20,000,000	--	--	--	--	--	--	--	--
GTCR Strategic Growth Fund I	2022	1/18/2022	\$10,000,000	\$1,422,000	\$8,578,000	14%	--	\$1,002,403	\$1,002,403	--	-59.4%	--	0.7x
HarbourVest - Dover Street VIII	2013	5/30/2013	\$67,500,000	\$62,184,954	\$5,400,000	92%	\$98,517,562	\$7,033,298	\$105,550,860	\$43,280,952	19.8%	1.58x	1.7x
HarbourVest - Dover Street IX	2016	12/16/2016	\$60,000,000	\$52,800,000	\$7,200,000	88%	\$54,192,006	\$37,300,134	\$91,492,140	\$38,692,140	22.3%	1.03x	1.73x
HarbourVest - Dover Street X	2019	5/31/2019	\$40,000,000	\$26,100,000	\$13,900,000	65%	\$9,539,725	\$30,650,168	\$40,189,893	\$14,089,893	32.4%	0.37x	1.54x
HarbourVest - Dover Street XI	2023	1/27/2023	\$40,000,000	--	\$40,000,000	--	--	\$1,018,251	--	--	--	--	--
HarbourVest Partners Co-Investment IV	2017	6/2/2017	\$30,000,000	\$24,464,388	\$5,732,352	82%	\$23,670,200	\$22,778,067	\$46,448,267	\$21,983,879	16.4%	0.97x	1.9x
HarbourVest Partners Co-Investment V	2019	7/31/2018	\$35,000,000	\$27,125,000	\$7,875,000	78%	\$6,938,328	\$42,037,334	\$48,975,662	\$21,850,662	23.6%	0.26x	1.81x
HarbourVest Partners Co-Investment VI	2021	6/24/2021	\$35,000,000	\$12,250,000	\$22,750,000	35%	--	\$12,200,216	\$12,200,216	(\$49,784)	-0.7%	--	1x
Hellman & Friedman Capital Partners IX	2019	9/28/2018	\$19,800,000	\$20,312,185	\$537,072	103%	\$1,156,489	\$24,459,791	\$25,616,280	\$5,304,095	10.7%	0.06x	1.26x
Hellman & Friedman Capital Partners X	2021	5/10/2021	\$20,000,000	\$14,412,643	\$5,587,357	72%	\$2,006,61	\$14,049,225	\$14,069,286	(\$343,357)	-2.1%	0x	0.98x
Hellman & Friedman Investors XI	2023	3/31/2023	\$20,000,000	--	\$20,000,000	--	--	--	--	--	--	--	--
Insight Venture Partners X	2017	10/13/2017	\$25,000,000	\$26,180,872	\$808,138	105%	\$11,332,732	\$49,530,423	\$60,863,155	\$34,682,283	25.7%	0.43x	2.32x
Jade Equity Investors II	2022	3/1/2022	\$6,700,000	--	\$6,700,000	--	--	-\$6,201	-\$6,201	--	-100.0%	--	--
Kinderhook Capital Fund 7	2022	1/28/2022	\$10,000,000	\$3,609,805	\$6,390,195	36%	\$4,083	\$4,794,148	\$4,798,231	\$1,188,426	56.2%	0x	1.33x
M/C Partners VIII	2019	4/2/2018	\$10,000,000	\$7,647,432	\$2,352,568	76%	\$929,368	\$8,221,221	\$9,150,589	\$1,503,157	8.8%	0.12x	1.2x
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	\$15,048,730	\$1,348,190	100%	\$1,396,920	\$22,620,231	\$24,017,151	\$8,968,421	21.9%	0.09x	1.6x
Oak HC/FT Partners IV	2021	2/17/2021	\$10,000,000	\$8,559,565	\$1,440,435	86%	--	\$9,547,418	\$9,547,418	\$987,853	8.0%	--	1.12x
Oak HC/FT Partners V	2022	5/11/2022	\$10,000,000	\$1,370,310	\$8,629,690	14%	--	\$1,512,244	\$1,512,244	\$141,934	34.5%	--	1.1x
Pantheon Global Secondary Fund IV	2010	6/24/2010	\$15,000,000	\$9,960,000	\$2,040,000	66%	\$14,929,293	\$954,067	\$15,883,360	\$5,923,360	12.8%	1.5x	1.59x
Pantheon Global Secondary Fund V	2015	2/6/2015	\$50,000,000	\$39,616,509	\$10,383,491	79%	\$31,434,484	\$33,901,156	\$65,335,640	\$25,881,645	12.9%	0.79x	1.65x
Pantheon Global Secondary Fund VI	2018	2/24/2020	\$25,000,000	\$17,347,805	\$7,887,113	69%	\$3,474,621	\$25,125,410	\$28,600,031	\$11,252,226	24.1%	0.2x	1.65x
Pantheon Global Secondary Fund VII	2022	10/28/2021	\$25,000,000	\$6,075,527	\$18,924,473	24%	\$61,529	\$6,042,115	\$6,103,644	\$28,117	0.6%	0.01x	1x
Parthenon Investors VII	2023	3/14/2023	\$20,000,000	--	\$20,000,000	--	--	--	--	--	--	--	--
Prairie Capital VII QP	2021	4/6/2021	\$10,800,000	\$4,644,000	\$6,156,000	43%	--	\$4,749,053	\$4,749,053	\$105,053	1.9%	--	1.02x
The Resolute Fund IV	2018	5/2/2018	\$20,000,000	\$21,313,069	\$2,493,677	107%	\$12,695,432	\$33,239,421	\$45,934,853	\$24,621,784	39.9%	0.6x	2.16x
Redmond Equity Partners IV	2021	10/29/2021	\$20,000,000	\$1,551,812	\$18,448,188	--	--	\$1,258,497	\$1,258,497	-\$293,315	-41.6%	--	0.81x
Riverside Micro-Cap Fund V	2018	8/21/2018	\$10,000,000	\$8,637,774	\$1,362,226	86%	\$1,015,813	\$11,711,210	\$11,711,210	\$3,073,436	18.0%	--	1.36x
Riverside Micro-Cap Fund VI	2021	8/26/2021	\$20,000,000	\$5,556,974	\$14,443,026	28%	--	\$4,905,574	\$4,905,574	--	-36.1%	--	0.88x
TA XIII	2019	5/2/2019	\$10,000,000	\$9,800,000	\$200,000	98%	\$3,650,000	\$12,457,435	\$16,107,435	\$6,307,435	29.0%	0.37x	1.64x
TA XIV	2021	5/27/2021	\$10,000,000	\$5,800,000	\$4,200,000	58%	--	\$5,260,297	\$5,260,297	--	-9.5%	--	0.91x
Vitruvian Investment Partnership IV	2020	6/3/2020	\$20,339,910	\$13,882,777	\$6,457,133	68%	--	\$15,453,215	\$15,453,215	\$1,570,438	9.2%	--	1.11x

Total VCERA Private Equity Program

5/21/2010 \$1,993,689,375 \$1,193,129,071 \$820,194,498 60% \$617,514,297 \$1,298,833,001 \$1,911,862,192 \$718,659,278 17.4% 0.52x 1.6x



# 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



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3 Tijeras, NM  
4 (818) 642 - 2091

5  
6 BEFORE THE BOARD OF RETIREMENT  
7 VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

8 In the Matter of the Administrative )  
9 Appeal of: )  
10 VENTURA COUNTY )  
11 PROFESSIONAL FIREFIGHTERS )  
12 ASSOCIATION LEGACY )  
13 MEMBERS MEL LOVO, )  
14 JEFF SEABROOK, SCOTT PRICE, )  
CHRIS BEERY and RYAN )  
WINCHESTER, re Standby Pay. )

**AMENDED SUMMARY OF EVIDENCE,  
PROPOSED FINDINGS OF FACT  
AND CONCLUSIONS OF LAW, AND  
RECOMMENDED DECISION**

**[Changes/Additions are in italicized, bold print]**

15 **INTRODUCTION**

16 Appellant Ventura County Professional Firefighters Association (hereinafter referred to as  
17 "VCPFA") legacy members Mel Lovo, Jeff Seabrook, Scott Price, Chris Beery and Ryan Winchester  
18 (hereinafter referred to as "Appellants") appealed the administrative denial of their request to have  
19 Standby Pay included in compensation earnable used to calculate retirement benefit.

20 Appellants are represented by David E. Mastagni, Esq. of Mastagni Holstedt, APC. The  
21 Respondent Ventura County Employees' Retirement Association (hereinafter referred to as  
22 "VCERA") is represented by Lori Nemiroff, Esq. VCERA General Counsel, and by Ashley K.  
23 Dunning, Esq. of Nossaman LLP

24 This appeal was assigned and the record on appeal was transmitted to Hearing Officer  
25 Deborah Wissley on January 11, 2023.

26 *On January 30, this Hearing Officer provided a Summary of Evidence, Proposed Findings  
27 of Fact and Conclusions of Law and Recommended Decision ("Report").*

28 *On February 13, 2023, the matter was referred back to this Hearing Officer for*



1 *consideration of provided material augmenting the Record. No request for supplemental briefing*  
2 *was made by any party by March 30, 2023 (forty-five days of the date the matter was referred*  
3 *back). No additional documentary evidence was submitted beyond that provided on February 13,*  
4 *2023. An Amended Report became due no later than May 14, 2023.*

5  
6 **ISSUES FOR DECISION**

7 1. Is Standby Pay “compensation” under Government Code 31460 and “compensation  
8  
9 earnable” under Government Code 31461 - i.e., an item of pay for services rendered within  
10 Appellants’ (and that of persons in the same grade at the same rate of pay) normal working hours  
11 and, if so, therefore not mandatorily excluded from compensation earnable under Government Code  
12 Section 31461(b)(3)?

13  
14 **SUMMARY OF RECORD**

15 **Appellants’ Opening Statement**

16 Appellants contend that Government Code Section 31461 (b)(3), which prohibits including  
17 in compensation earnable payments for “additional services rendered outside of normal working  
18 hours”, is inapplicable to their standby pay. Appellants so contend on the basis that their standby  
19 hours were mandatory, reoccurring and for regular hours which are part of their normal working  
20 hours and the normal duties of their assignment or classification.

21 Appellants Scott Price, Chris Beery and Ryan Winchester , who are classified as “Heavy  
22 Equipment Operators” or “dozers” contend that they are required to work a rotating schedule that  
23 repeats approximately every three weeks and which consists of one to two days on duty, two days  
24 standby for two weeks and three days standby every third week. Appellants therefore contend that  
25 seven days’ standby every three weeks are their normal working hours and are not excludable from  
26 compensation earnable.

27 Appellants Mel Lovo and Scott Seabrook, who Appellants contend are classified as Aviation  
28 Managers, contend that they are required to work standby hours to 2:00 a.m. following each shift

1 they are assigned as part of their normal working hours. This requirement pertains to Appellant Lovo  
2 year round and to Appellant Seabrook during fire season, at which time he is required to provide  
3 “seven day per week coverage.”

4 Appellants argue that *Alameda County Deputy Sheriff’s Assn. v. Alameda County* (2020) 9  
5 Cal. 5<sup>th</sup> 1032 (*Alameda*) holds only that *voluntary* standby pay is excludable under PEPRAs  
6 exclusion of payments for additional services rendered outside normal working hours, and that  
7 *Alameda* does not address mandatory, regularly scheduled standby pay.

8 Exhibit A to Appellants’ Opening Statement is a January 29, 2022 VCPFA letter to the  
9 County’s Auditor-Controller requesting a separate pay code for standby hours that are regularly  
10 scheduled standby hours as part of their duty assignment.

11 Exhibit B to Appellants’ Brief is a May 2021 to December 2021 calendar, with various days  
12 marked standby for Appellants Winchester, Beery and Price, submitted to demonstrate that each  
13 works standby for a minimum of two days per week and seven days every twenty-one days, and that  
14 the number of standby shifts worked in each fourteen day pay period would vary depending on where  
15 that pay period fell within the twenty-one day schedule.

16 Foundation for Exhibit B and for Appellants’ mandatory standby hours/schedules described  
17 above and in Exhibit C (described below) is provided by a declaration of VCPFA president Kevin  
18 Aguayo that is also attached to Appellants’ Opening Statement.

19 Exhibit C to Appellants’ Opening Statement is a 12/31/21 Ventura County Fire Department  
20 Standing Order declaring “Wildland Fire Season” and, in pertinent part, ordering that:

21 “The Construction Unit will provide seven-day per week coverage from  
22 0800- 1800, and one dozer operator will be on standby for after-hours  
23 responses.... [and] Jeff Seabrook is assigned as the Seasonal Aviation  
24 Manager to provide seven-day per week coverage.”

#### 24 **Respondent’s Reply Statement**

25 Respondent contends that Standby Pay is a pay item for additional services rendered outside  
26 normal working hours, and that Government Code section 31461(b)(3) requires VCERA’s Board  
27 to exclude these pay items from “compensation earnable” in the calculation of Appellants’ retirement  
28 allowances. Respondent cites the Memoranda of Agreement governing VCFPA members’



1 employment, which states that Standby is for “services rendered outside normal working hours.”  
2 Respondent further contends that because Appellants received standby pay erratically and irregularly  
3 across pay periods and across years, their standby pay is not a part of their “normal” working hours.

4 Respondent cites PEPRA’s amendment of Government Code section 31416’s definition of  
5 legacy members’ compensation earnable at subsection (b)(3) as not including in any case payments  
6 for additional services outside normal working hours, whether paid as a lump sum or otherwise.

7 Respondent cites *Alameda County Deputy Sheriff’s Association v. Alameda County*  
8 *Employees’ Retirement Association* (2020) 9 Cal. 5<sup>th</sup> 1032 (hereinafter, “*Alameda*”) as upholding  
9 PEPRA’s amendments to Section 31461 against constitutional challenge and as the basis for  
10 VCERA’s Board’s determinations of excludable paycodes from compensation earnable. (See, Reply,  
11 Exhibits A - F.)

12 Respondent cites the Memoranda of Agreement (hereinafter, MOAs) between the County of  
13 Ventura and the VCPFA spanning August 1, 2018 and July 32, 2024. (Reply, Exhibit G and H.)

14 Respondent cites Article 10 of the MOAs, which define Appellants’ **hours of work** as:

15 “Employees on staff assignment, fire crew personnel and construction  
16 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 ....”

17 Respondent cites Article 11 of the MOAs, which state:

18 “Overtime worked or scheduled to be worked shall not be considered as  
19 part of the normal work schedule.”

20 Respondent cites Sections 602 of each MOA, as containing the only provision concerning  
21 premium standby pay, as follows:

22 Any employee in the District covered by this Agreement may be placed  
23 in “standby” status ..... [and] shall be compensated at the rate of one-fourth  
24 (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 on standby status. .... No employee shall be paid for  
callback time and stand-by time simultaneously.”

25 Respondent contends that Exhibit I, VCERA’s summary of statistics related to each  
26 Appellant’s receipt of standby pay from mid-2013 through early 2022, demonstrates that each  
27 Appellant received standby pay erratically and in irregular amounts over various years and various  
28 pay periods, and that Appellant Seabrook almost never received the same amount of standby in any



1 two pay periods within a given year.

2 Respondent contends that Articles 10 of the MOAs define the hours of work for all VCPFA  
3 members and do not reference nor contemplate standby as part of an employee's regular schedule.  
4 Respondent further contends that since Sections 602 of the MOAs state that no employee shall be  
5 paid for call-back time and stand-by time simultaneously, because Appellants do not dispute that  
6 call-back pay is excludable, and because both call-back pay and stand-by pay are received for work  
7 performed after an employee's regular active duty shift concludes, both pay items should receive the  
8 same treatment as to pensionability.

9 Respondent contends that Exhibit I, a collection of nine years of collected data, demonstrates  
10 that Appellants received standby irregularly and inconsistently, so much so that it could not  
11 constitute their "normal working hours". Respondent notes that no Appellant earned the same  
12 amount of standby in any year as they did in any other year; that no Appellant ever earned the same  
13 amount as any other Appellant within a calendar year; and that in only two instances did any  
14 Appellant receive the same amount of standby annually as had another Appellant in a different year.  
15 Respondent argues that the fact that Appellants' standby schedule repeats every three weeks and is  
16 out of alignment with their two-week pay period fails to account for the fact that Appellants almost  
17 never earned the same amount of standby within the same pay period as they did in any other pay  
18 period, or as any other Appellant did within a pay period. Respondent argues that annual variations  
19 in standby due to volunteer standby fails to account for the enormous variations in standby earnings  
20 demonstrated by Exhibit I. Respondent contends that any variations in standby pay caused by its  
21 "conversion" to excludable call-back pay when call-backs occurred shows that both are received for  
22 work performed after an employee's regular active duty shift concludes and both should receive the  
23 same treatment as to pensionability.

24 Respondent argues that the Board should not create a new pay code for standby because the  
25 MOAs clearly define Appellants' hours of work without reference to standby and because standby,  
26 like undisputedly excludable call-back pay, is for services rendered after their regularly schedule  
27 shifts have ended.

28 Respondent argues that only hours worked "by persons in the same grade or class of



1 positions” are included in compensation earnable, and a “grade or class of positions” cannot be  
2 comprised of only a single employee [citing *Stevenson v. Board of Retirement of the Orange County*  
3 *Employees Retirement System* (2010) 186 Cal. App. 4<sup>th</sup> 498, 510 and comparing PERL’s section  
4 20636(e)(1); that Appellants Lovo and Seabrook are actually classified as “Fire Captains” in the  
5 County’s master list of job codes [Exhibit L]; that the MOAs list neither “Aviation Manager” nor  
6 “Seasonal Aviation Manager” as a covered “classification”. [Exhibits G and H, Sections 401.]

7 Respondent argues that *Alameda* does not interpret Section 34161(b)(3) to exclude only those  
8 pay items Appellants could volunteer to receive, noting that the Court cited call-back pay excludable  
9 because it provides pay to employees “in return for voluntarily making themselves available to be  
10 called to work outside their normal working hours”; because stand-by pay is for being available to  
11 be called back to work after one’s regular shift has ended, and because Section 31461(b)(3) does  
12 not require the Board to determine whether a member volunteered or was required to be on standby  
13 on a particular day.

14 Respondent contends that VCERA’s past practices of including standby pay in members’  
15 compensation earnable are irrelevant because retirement systems are constrained to follow the  
16 retirement statutes as the Legislature amends them and as the courts interpret them (citing *City of*  
17 *San Diego v. San Diego City Employees’ Ret. Sys.* (2010) 186 Cal. App. 69, 80 , as limiting a  
18 retirement board’s power to administer legislatively set benefits, and *Alameda*’s interpretation of  
19 Government Code Section 31461 as prohibiting the inclusion of standby pay in compensation  
20 earnable).

### 21 Summary of Respondent VCERA’s Documentary Evidence

#### 22 **Exhibit A Resolution of the Board of Retirement of Ventura County Employees’** 23 **Retirement Association (VCERA) Regarding Pensionable Compensation** 24 **Determinations**

25 This November 17, 2014 resolution sets forth the standards for implementing PEPR’s  
26 provisions for determining “pensionable compensation” for services rendered by VCERA members  
27 for their service rendered on and after January 1, 2013 as “new members” under Government Code  
28 7522.04(f) of PEPR. It excludes from pensionable compensation “payments for additional services  
rendered outside of normal working hours” and provides in pertinent part:



1 “ ... items [are] to be included in Pensionable Compensation if they are  
2 within the normal monthly rate of pay or the base pay of the member” and,  
3 inter alia, are paid “not only to the member but also to similarly situated  
members of the same group or class of employment” for services rendered  
during normal working hours.”

4 **Exhibit B**                    **Resolution of the Board of Retirement of Ventura County Employees’  
5 Retirement Association (VCERA) Regarding *Alameda* Implementation  
6 To Compensation Earnable and Pensionable Compensation**

7 This October 12, 2020 resolution states that *Alameda* and PEPRA’s provisions require the  
8 Board to change its determinations of certain pay codes for compensation earnable, pensionable  
9 compensation, or both, for legacy and new members; that the Board is not estopped to do so by  
contract or settlement agreement; and that the Board is constrained to apply PEPRA’s provisions.

10 **Exhibit C**                    **Resolution of the Board of Retirement of Ventura County Employees’  
11 Retirement Association to Implement the Decision of the California  
12 Supreme Court Regarding “Compensation Earnable” and “Final  
Compensation”**

13 This December 15, 1997 resolution designates thirty pay items as includable, none relevant  
14 here, designates excludable any lump sum payment made to a member as a result of their separation  
15 from service (such as accrued leave, vacation or sick leave balances), and retains the right to make  
16 further determinations.

17 **Exhibit D**                    **May 24, 2021 Letter from VCERA Retirement Administrator Linda  
Webb to VCERA Board**

18 The letter states that VCERA’s staff determined that payments for standby services outside  
19 of normal working hours, whether frequent or mandated are in excess of an employee’s regular  
20 schedule (commonly referred to by the County as “standard schedule”) and thus excluded from  
21 compensation earnable, citing *Alameda* and *Marin Assn. Of Public Employees v. Marin County  
22 Employees’ Retirement Assn.* (2016) 2 Cal. App. 5<sup>th</sup> 674, 680. Attached to the letter is a table of pay  
23 codes with designations indicating their “*Alameda*” status. Standby pay is designated as “excluded”.  
24 (Exhibit D, “Master Page No. 287.)

25 **Exhibit E**                    **May 24, 2021 Minutes, VCERA Board of Retirement Business Meeting**

26 The pay code list described in Exhibit D, above, was ratified as part of and addendum to  
27 October 12, 2020 Resolution (Exhibit B, described above).

28 **Exhibit F**                    **November 15, 2021 VCERA Resolution re Appeals Process For Benefit**

1 **Determinations Arising Out of the Alameda Supreme Court Decision**  
2 **("Alameda Appeals")**

3 This resolution provides for right of administrative appeal for members' pay code "Alameda  
4 status" designations under CCP 1085 as to the sole issues of whether the pay was "compensation  
5 under Government Code section 31460 and "compensation earnable" under Government Code  
6 31461; whether VCERA's calculations or other numerical data are incorrect; and whether the  
7 member was retired from VCERA before the effective date of the law that VCERA is applying to  
8 him or her.

9 The resolution includes permitting an appeal request and submission of supporting materials  
10 within thirty days of the recalculation notice letter; an extension of not more than thirty days upon  
11 request; the grouping of appeals by members of the same grade or class regarding the same PEPR  
12 excluded item; and a written determination of the appeal within 60 days by the Retirement  
13 Administrator or designee.

14 Where a determination is made that the excluded items were for services rendered outside  
15 of normal working hours, the matter must be referred to the Board for final determination.

16 Any judicial review of the Board's decision shall be governed by Code of Civil Procedure  
17 Section 1085.

18 **Exhibits G and H** **Memoranda of Agreement (hereinafter, MOAs) between the**  
19 **County of Ventura and the VCPFA spanning August 1, 2018 and**  
20 **July 32, 2024.**

21 Pertinent provisions are as cited in Respondent's Reply, and set forth at length, above.

22 **Exhibit I** **Summary of Statistics Related to each Appellant's Receipt of**  
23 **Standby through early 2022 Pay from mid-2013**

24 This summary supports Respondent's contention that each Appellant received standby pay  
25 erratically and in irregular amounts over various years and various pay periods, and that Appellant  
26 Seabrook almost never received the same amount of standby in any two pay periods within a given  
27 year.

28 **Exhibit J** **Appellants' Counsel's February 28, 2022 Appeal Letter to VCERA**

The contentions and argument are as in Appellants' Opening Statement summarized above.

**Exhibit K** **VCERA's March 25, 2022 Reply to Exhibit J**



1 The letter contains the same arguments and conclusions as set forth in Respondent's Reply  
2 Statement, summarized above, denies the appeal and refers the decision to the Board for a final  
3 decision.

4 **Exhibit L** **County of Ventura C.E.O./Human Resources Division PP 2022-**  
5 **14 Job Code & Salary Listing by Job Title**

6 This exhibit supports Respondent's assertion that neither "Aviation Manager" nor "Seasonal  
7 Aviation Manager" are job classifications in the County's master list of job codes -- unlike "Fire  
8 Captain".

9  
10 **Summary of Augmentation of Record with Documents Submitted by VCPFA and VCERA**

11 ***1. VCPFA's Request for the Board to Augment the Administrative***  
12 ***Record Regarding the Standby Pay Appeal***

13 ***The request is dated February 8, 2023. It asks that Exhibit A, summarized below, be added***  
14 ***to the Administrative Record of this appeal. It states that Exhibit A is a Side Letter redefining***  
15 ***VCPFA members' standby premium pay so as to distinguish "Regular Standby" from "Scheduled***  
16 ***Standby". The request states that Exhibit A permits the assignment of "Scheduled Standby" in***  
17 ***advance, as part of regular work schedules during the fire season (for Fire Equipment Operators)***  
18 ***and after eight hours of regularly scheduled shifts (for Aviation Unit employees).***

19 ***Also (mistakenly ?) appended to VCPFA's request is VCERA's response, summarized***  
20 ***supra, under 2.***

21 ***1.a VCPFA's Exhibit A, Amendment to the Memorandum of***  
22 ***Agreement (MOA) between the Ventura County Fire Protection***  
23 ***District ("District") and the Ventura County Professional***  
24 ***Firefighter's Association ("VCPFA")***

25  
26 ***The amendment revises Section 602 of the 2021 - 2024 MOA to define regular standby to***  
27 ***be a status determined at the discretion of the Duty Chief due to operational need including any***  
28 ***forecasted emergency conditions, with compensation at one-fourth regular pay or \$25.00 per each***

1 *24 hours or part thereof, whichever is greater, and not to be paid simultaneously with call-back*  
2 *time.*

3 *The amendment defines scheduled standby as an advance assigned status as part of a*  
4 *regular work schedule, a status determined at the sole discretion of the District Fire or their*  
5 *designee, with compensation at one-fourth regular pay or \$25.00 per each 24 hours or part*  
6 *thereof, whichever is greater, and not to be paid simultaneously with call-back time.*

7 *The amendment does not specifically address pensionability - not of regular standby pay*  
8 *and not of scheduled standby pay.*

9  
10 **2. VCERA's Response to the Request to Augment the Record and for**  
11 **Reconsideration**

12 *This is a February 9, 2023 letter from VCERA's attorney Ashley K. Dunning to VCERA*  
13 *General Counsel Lori Nemiroff, raising no objection to the request to augment, except as to*  
14 *relevance of the MOA amendment and Side Letter, and subject to augmenting the Record with*  
15 *a January 10, 2023 Board Letter and January 6 and 9, 2023 Webb - Curnow email. The letter*  
16 *asserts that advance scheduling of standby does not render it a part of "normal working hours"*  
17 *as referenced in Section 31461(b)(3), and that "the statutory exclusions of any 'additional pay for*  
18 *services rendered outside of normal working hours' would be rendered null if consideration of*  
19 *such pay were untethered to an assessment of what hours are in fact within the normal working*  
20 *hours of all members of a particular grade or class under an MOA."*

21  
22 **2.a VCERA's Reply, Recommendation to Commence a Public Hearing**  
23 **Regarding Adoption of Amendment and Waiver of Second Public**  
24 **Hearing**

25 *This is a January 10, 2023 letter signed by County Executive Officer Sevet Johnson and*  
26 *Assistant County Executive Officer/Human Resources Director Shawn Atin.*

27 *The letter is addressed to the Board of Directors, Ventura County Fire Protection District*  
28 *(VCFPD) and copied to, inter alia, VCPFA.*





1 *Marin County Employees' Retirement Assn.* (2016) 2 Cal. App. 5<sup>th</sup> 674 and *City of Pleasanton v.*  
2 *Board of Administration* (2012) 211 Cal. App. 4<sup>th</sup> 522 require retirement boards such as VCERA's  
3 to exclude the pay item at issue here from "compensation earnable" in the calculation of retirement  
4 allowances.

5 *City of San Diego v. San Diego City Employees' Ret. Sys.* (2010) 186 Cal. App. 69, 80 holds  
6 that retirement systems are constrained to follow the retirement statutes as the Legislature amends  
7 them and as the courts interpret them.

8 *Stevenson v. Board of Retirement of the Orange County Employees Retirement System* (2010)  
9 186 Cal. App. 4<sup>th</sup> 498 holds that required or mandatory work hours that are outside of normal work  
10 hours/normal work shifts, and which are not regularly scheduled for employees in the member's  
11 grade, group or class, are not items includable in compensation earnable.

### 12 13 **Discussion**

14 Appellants argue that the mandatory nature of the services that they rendered for stand-by  
15 pay rendered these pay items as ones for services rendered during normal working hours. However,  
16 *Stevenson v. Board of Retirement of the Orange County Employees Retirement System* (2010) 186  
17 Cal. App. 4<sup>th</sup> at 498, holds:

18 "The pension amount an employee receives is based in part on the employee's "  
19 'compensation earnable' " which is defined in [California Government Code]  
20 section 31461 as "the average compensation for the period under consideration  
21 upon the basis of the average number of days ordinarily worked by persons in the  
22 same grade or class of positions during the period, and at the same rate of pay."  
An employee's compensation earnable includes compensation received for  
mandatory overtime work the employee performed that is also ordinarily worked  
by others in the same grade or class. Compensation received for work performed  
that is not ordinarily worked by others in the same grade or class of positions is excluded."

23 Alternatively stated, required or mandatory work hours that are outside of normal work  
24 hours/normal work shifts, and which are not regularly scheduled for employees in the member's  
25 grade, group or class, are not items includable in compensation earnable.

26 The *augmented* evidentiary record supports the contentions and reasoning set forth in  
27 Respondent VCERA's counsel's brief *and February 9, 2023 response letter. I agree that advance*  
28 *scheduling of standby does not render it a part of "normal working hours" as referenced in*



1 *Section 31461(b)(3), and that “the statutory exclusions of any ‘additional pay for services*  
2 *rendered outside of normal working hours’ would be rendered null if consideration of such pay*  
3 *were untethered to an assessment of what hours are in fact within the normal working hours of*  
4 *all members of a particular grade or class under an MOA.”* In sum, VCERA’s Board is  
5 constrained to administer legislatively set benefits, and to follow *Alameda’s* interpretation of  
6 Government Code Section 31461 in prohibiting the inclusion of standby pay in Appellants’  
7 members’ compensation earnable. Alternatively stated, stand-by pay is not an item of pay for  
8 services rendered within Appellants’ (and that of persons in the same grade at the same rate of pay)  
9 normal working hours. They are mandatorily excluded from compensation earnable under  
10 Government Code Section 31461(b)(3).

11  
12 **FINDINGS OF FACT**

- 13 1. The stand-by pay received by Appellants was not for services rendered during normal work hours.  
14 2. The stand-by pay received by Appellants was not for hours regularly scheduled for employees  
15 in the Appellants’ grade, group or class and ordinarily worked by persons in their same grade or class  
16 of positions during the same period, and at the same rate of pay.

17  
18 **CONCLUSIONS OF LAW**

- 19 1. Any mandatory or required nature of services rendered by the Appellants for stand-by pay does  
20 not render those services as ones performed during normal work hours, nor as ones regularly  
21 scheduled for employees in the Appellants’ grade, group or class and ordinarily worked by persons  
22 in the their same grade or class of positions during the same period, and at the same rate of pay.  
23 2. Standby Pay is not an item of pay for services rendered within Appellants’ normal working hours  
24 nor for hours regularly scheduled for employees in their grade, group or class and ordinarily worked  
25 by persons in the their same grade or class of positions during the same period, and at the same rate  
26 of pay. It is therefore mandatorily excluded from Appellants’ compensation earnable under  
27 Government Code Section 31461(b)(3).  
28 3. *VCPFA’s Exhibit A, Amendment to the Memorandum of Agreement between the Ventura*




1 *County Fire Protection District and the Ventura County Professional Firefighter's Association*  
2 *("VCPFA"), does not render scheduled standby pay an item of pay for services rendered within*  
3 *Appellants' normal working hours nor for hours regularly scheduled for employees in their*  
4 *grade, group or class and ordinarily worked by persons in the their same grade or class of*  
5 *positions during the same period, and at the same rate of pay.*

6 3. Respondent VCERA properly excluded stand-by pay from compensation earnable in recalculating  
7 Appellants' retirement benefits.

8  
9 **RECOMMENDATION**

10 I recommend that Appellants' appeal be denied.

11  
12  
13 DATED: *March 31, 2023*

  
DEBORAH Z. WISSLEY, Hearing Officer

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CRAIG E. JOHNSON  
BRIAN A. DIXON  
STEVEN W. WELTY  
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TAYLOR DAVIES-MAHAFFEY  
SAMUEL S. SIAVOSHI  
CARLY M. MORAN  
CLARISSA MEDRANO  
CHRISTOPHER J. WALSH  
BYRON G. DANELL  
DAVID E. SNAPP  
MONTANA MASSONE  
GARRETT PORTER  
WILLIAM C. BAIRD  
JEDEDIAH J. PARR  
STEVEN N. WELCH  
JAMES MCKAY  
BRIAN GABRIEL

*All Correspondence to Sacramento Office*  
[www.mastagni.com](http://www.mastagni.com)

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](mailto: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 members<sup>1</sup> 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 PEPRAs 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.

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<sup>1</sup> VCPFA withdraws its appeal as to the PEPRAs 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.<sup>2</sup> VCERA's current practice regarding premium pays indicates that the parties are in agreement on this issue. (See VCERA Response pp. 4-5.)

---

<sup>2</sup> 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:

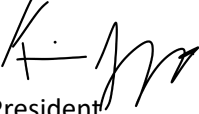
- One to recognize mandatory EMT certification**
- One to recognize mandatory standby hours**

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', with a stylized flourish at the end.

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 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 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		
6	7	8	9	10	11	12
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13	14	15	16	17	18	19
	C 12	C 12 STDBY	C 12 STDBY	C 12		
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20	21	22	23	24	25	26
	C 12 STDBY	C 12	C 12			C 12 STDBY
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	C 14	C 14 STDBY	C 14 STDBY	C 14		
27	28	29	30	1	2	3
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
4	5	Notes				
	C 12	C 12 WINCHESTER				
	C 13 STDBY	C 13 BEERY				
C 14 STDBY		C 14 PRICE				

# 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
<b>1</b>	<b>2</b> C 12 STDBY	<b>3</b> C 12	<b>4</b> C 12	<b>5</b>	<b>6</b>	<b>7</b> C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
<b>8</b> C 12 STDBY	<b>9</b>	<b>10</b>	<b>11</b> C 12	<b>12</b> C 12 STDBY	<b>13</b> C 12 STDBY	<b>14</b>
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
<b>15</b>	<b>16</b> C 12	<b>17</b> C 12 STDBY	<b>18</b> C 12 STDBY	<b>19</b> C 12	<b>20</b>	<b>21</b>
	C 13 STDBY	C 13	C 13			C 13 STDBY
C 14 STDBY			C 14	C 14 STDBY	C 14 STDBY	
<b>22</b>	<b>23</b> C 12 STDBY	<b>24</b> C 12	<b>25</b> C 12	<b>26</b>	<b>27</b>	<b>28</b> C 12 STDBY
C 13 STDBY			C 13	C 13 STDBY	C 13 STDBY	
	C 14	C 14 STDBY	C 14 STDBY	C 14		
<b>29</b> C 12 STDBY	<b>30</b>	<b>31</b>	<b>1</b> C 12	<b>2</b> C 12 STDBY	<b>3</b> C 12 STDBY	<b>4</b>
	C 13	C 13 STDBY	C 13 STDBY	C 13		
	C 14 STDBY	C 14	C 14			C 14 STDBY
<b>5</b>	<b>6</b> C 12 C 13 STDBY	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				
C 14 STDBY						

# 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 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	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 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	7 C 12 C 14 STDBY	8 C 12 C 13 C 14 STDBY	9 C 13 STDBY C 14	10 C 13 STDBY	11 C 12 STDBY
12 C 12 STDBY	13 C 13 C 14 STDBY	14 C 13 STDBY C 14	15 C 12 C 13 STDBY C 14	16 C 12 STDBY C 13	17 C 12 STDBY	18 C 14 STDBY
19 C 14 STDBY	20 C 12 C 13 STDBY	21 C 12 STDBY C 13	22 C 12 STDBY C 13 C 14	23 C 12 C 14 STBY	24 C 14 STDBY	25 C 13 STDBY
26 C 13 STDBY	27 C 12 STDBY C 14	28 C 12 C 14 STDBY	29 C 12 C 13 C 14 STDBY	30 C 13 STDBY C 14	31 C 13 STDBY	1 C 12 STDBY
2 C 12 STDBY	3 C 13 C 14 STDBY	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				

# 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 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.



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## 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.

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3 TAYLOR DAVIES-MAHAFFEY, ESQ. (SBN 3276773)  
4 [tdavies-mahaffey@mastagni.com](mailto: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

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12 VENTURA COUNTY PROFESSIONAL )  
13 FIREFIGHTERS' ASSOCIATION, )  
14 Grievant, ) **DECLARATION OF KEVIN**  
15 v. ) **AGUAYO IN SUPPORT OF**  
16 VENTURA COUNTY EMPLOYEES' ) **VENTURA COUNTY**  
17 RETIREMENT ASSOCIATION, ) **PROFESSIONAL FIREFIGHTERS'**  
18 Respondent. ) **ASSOCIATION ALAMEDA APPEAL**  
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21 I, KEVIN AGUAYO, declare as follows:  
22 1. I am over the age of eighteen years old. I have personal knowledge of the matters herein,  
23 and if called upon to do so, I could and would completely testify thereto.  
24 2. I have been employed by the Ventura County Fire Department since 1996. I currently  
25 hold the position of Fire Engineer.  
26 3. I am the current President of the Ventura County Professional Firefighters Association  
27 ("VCPFA"). I have served in this role since 2018. Prior to assuming the role of President,  
28 I served on the VCPFA Executive Board as Vice President from 2012-2018, Charities

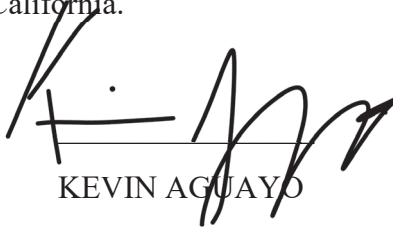
1 Vice President from 2008-2012, PAC Vice President in 2006, and District Representative  
2 from 2004-2008.

- 3 4. I am familiar with the standby schedules for Fire Department Heavy Equipment  
4 Operators (“Dozers”) and Aviation Managers.
- 5 5. Both Dozers and Aviation Managers are highly specialized positions that require  
6 advanced training and certification. There are only a select few employees in the  
7 Department that are qualified to perform these tasks.
- 8 6. Because there is a limited number of employees available to perform these essential job  
9 duties, all employees in these assignments are required to be on standby for a certain  
10 number of days each month as a part of their normal schedule.
- 11 7. Currently, the Department employs three (3) individuals (Scott Price, Chris Beery, and  
12 Ryan Winchester) classified as "Heavy Equipment Operators.”
- 13 8. These Dozers work a rotating schedule that repeats approximately every three (3) weeks.  
14 The schedule includes one (1) to two (2) days on duty, either preceded or followed by  
15 two (2) days standby for two (2) weeks and three (3) days standby every third week.
- 16 9. Under this schedule, each Dozer works standby for a minimum of two (2) days per week  
17 and seven (7) days every three (3) weeks/ twenty-one (21) days. This scheduled, regular  
18 standby is necessary to ensure that at least one Dozer is on standby at all times.
- 19 10. A true and correct copy of the Dozer schedule is attached hereto as Exhibit A.
- 20 11. The Department also employs two (2) Aviation Managers (Mel Lobo and Jeff Seabrook).
- 21 12. Aviation Managers work standby time following each shift they are assigned as part of  
22 their normal working hours. Aviation Managers must remain on standby after each shift  
23 worked until 2:00 am.
- 24 13. This standby time is required year-round for Captain Lovo.
- 25 14. Captain Seabrook is a Seasonal Aviation Manager, and thus this standby requirement  
26 only applies to him during fire season. Fire season is clearly defined each year (usually  
27 beginning around the end of May), at which time Captain Seabrook is assigned to provide  
28 "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 22<sup>nd</sup> day of November, 2022 in Ventura California.



Handwritten signature of Kevin Aguayo in black ink, consisting of a stylized 'K' followed by a horizontal line and a cursive 'Aguayo'.

KEVIN AGUAYO

# **EXHIBIT A**



# May 2021

April '21							June '21						
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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 14 STDBY	C 13 STDBY	C 13	C 13	C 14 STDBY	C 14 STDBY	C 13 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 14 STDBY	C 12	C 12 WINCHESTER				
	C 13 STDBY	C 13 BEERY				
		C 14 PRICE				

# 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
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
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		
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
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			
<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
	C 12	C 12 STDBY	C 12 STDBY	C 12		
C 14 STDBY	C 13 STDBY	C 13	C 13	C 14 STDBY	C 14 STDBY	C 13 STDBY
			C 14			
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
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		
<b>29</b>	<b>30</b>	<b>31</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
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			
<b>5</b>	<b>6</b>	Notes				
C 14 STDBY	C 12	C 12 WINCHESTER				
	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 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	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
<b>31</b> C 12 STDBY	<b>1</b> C 13 C 14 STDBY	<b>2</b> C 13 STDBY C 14	<b>3</b> C 12 C 13 STDBY C 14	<b>4</b> C 12 STDBY C 13	<b>5</b> C 12 STDBY	<b>6</b> C 14 STDBY
<b>7</b> C 14 STDBY	<b>8</b> C 12 C 13 STDBY	<b>9</b> C 12 STDBY C 13	<b>10</b> C 12 STDBY C 13 C 14	<b>11</b> C 12 C 14 STDBY	<b>12</b> C 14 STDBY	<b>13</b> C 13 STDBY
<b>14</b> C 13 STDBY	<b>15</b> C 12 STDBY C 14	<b>16</b> C 12 C 14 STDBY	<b>17</b> C 12 C 13 C 14 STDBY	<b>18</b> C 13 STDBY C 14	<b>19</b> C 13 STDBY	<b>20</b> C 12 STDBY
<b>21</b> C 12 STDBY	<b>22</b> C 13 C 14 STDBY	<b>23</b> C 13 STDBY C 14	<b>24</b> C 12 C 13 STDBY C 14	<b>25</b> C 12 STDBY C 13	<b>26</b> C 12 STDBY	<b>27</b> C 14 STDBY
<b>28</b> C 14 STDBY	<b>29</b> C 12 C 13 STDBY	<b>30</b> C 12 STDBY C 13	<b>1</b> C 12 STDBY C 13 C 14	<b>2</b> C 12 C 14 STDBY	<b>3</b> C 14 STDBY	<b>4</b> C 13 STDBY
<b>5</b> C 13 STDBY	<b>6</b> 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 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	7 C 12 C 14 STDBY	8 C 12 C 13 C 14 STDBY	9 C 13 STDBY C 14	10 C 13 STDBY	11 C 12 STDBY
12 C 12 STDBY	13 C 13 C 14 STDBY	14 C 13 STDBY C 14	15 C 12 C 13 STDBY C 14	16 C 12 STDBY C 13	17 C 12 STDBY	18 C 14 STDBY
19 C 14 STDBY	20 C 12 C 13 STDBY	21 C 12 STDBY C 13	22 C 12 STDBY C 13 C 14	23 C 12 C 14 STBY	24 C 14 STDBY	25 C 13 STDBY
26 C 13 STDBY	27 C 12 STDBY C 14	28 C 12 C 14 STDBY	29 C 12 C 13 C 14 STDBY	30 C 13 STDBY C 14	31 C 13 STDBY	1 C 12 STDBY
2 C 12 STDBY	3 C 13 C 14 STDBY	Notes C 12 WINCHESTER C 13 BEERY C 14 PRICE				



# 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.





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## 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.



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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. PEPRA, Alameda, and VCERA's Implementation Thereof**

In 2012, the Legislature enacted the Public Employees' Pension Reform Act ("PEPRA"). PEPRA 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.<sup>1</sup> 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)

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<sup>1</sup> 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.)<sup>2</sup>

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.

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<sup>2</sup> 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.<sup>3</sup>

**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

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<sup>3</sup> 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 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.)<sup>4</sup> 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 PEPRA. (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

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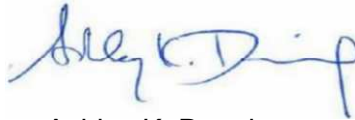
<sup>4</sup> The fifteen “classifications” identified in section 401 of the MOAs are: Firefighter Trainee, Firefighter, Fire Captain, Fire Crew Supervisor, Fire Equipment Operator, Fire Engineer, Fire Investigation Specialist, Fire Prevention Officer – Non-Safety, Fire Specialist – Non-safety, Fire Inspector – 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,



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.

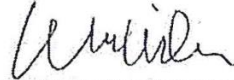


10. Nurses Assignment Bonus.
11. Nurses Certificate Bonus.
12. Registered Nurses Weekends Worked.
13. Patrol Unit Weekends Worked.
14. Animal Regulation - Nights Worked.
15. Hazardous Incident Response Team.
16. Hazardous Incident Response Resource Pool.
17. Night Shift Swing.
18. Night Shift Graveyard.
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



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WILLIAM W. WILSON, Vice-Chairman  
Board of Retirement

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# **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 PEPRA, or "PEPRA 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.<sup>1</sup> 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

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<sup>i</sup> 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)	<b>SITUATIONAL</b> 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	<b>SITUATIONAL</b> 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	<b>SITUATIONAL</b> 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	<b>SITUATIONAL</b> Included within Limits of Regular Schedule	Cap at Standard Hours
5	Incentive Codes: All Hours	Incentive Codes currently paid on "all hours worked"	<b>SITUATIONAL</b> 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)	<b>SITUATIONAL</b> Included within Limits of Regular Schedule	Cap at Standard Hours
7	Incentives (Special Accumulators)	Incentive codes based on "special accumulators" driven by base pay	<b>SITUATIONAL</b> Included within Limits of Regular Schedule	Cap at Standard Hours
8	Incentives (Flat Amount)	Incentive codes paid as a flat amount	<b>INCLUDED</b>	No employer programming changes required.
9	Incentives (All Other)	Retroactive and Adjustment Codes	<b>INCLUDED</b> (within Limits of Regular Schedule)	No (additional) employer programming changes required.
10	Leave Redemptions	Codes used to process employee leave redemptions	<b>INCLUDED</b> (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	<b>INCLUDED</b> (within Limits of Regular Schedule)	No employer programming changes required.
12	Periodic Pay Codes	Codes used for Periodic Payments	<b>INCLUDED</b> (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	<b>EXCLUDED</b> (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	<b>EXCLUDED</b>	Employer programming changes completed (effective dates vary)
15	Flex Credit Codes	Codes used for flexible benefit payments.	<b>PENDING</b> 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 Hrlly 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 - VCDSA	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 VCSOA	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 OVERTIME	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	OAH	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 PEPR 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 VCPOA Prob F/T	PENDING*	PENDING

Table	Employer	Earnings Code	Earnings Code Description	Analysis	Programming Adjustment
15	COV	FC6	FLEX CREDIT MGMT, CJAVC	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 CJAVC	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 8<sup>th</sup> 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 7<sup>th</sup>, 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 14<sup>th</sup>, 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: -

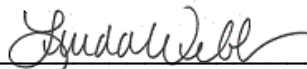
**XIII. BOARD MEMBER COMMENT**

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 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 30<sup>th</sup> 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 60<sup>th</sup> 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 ( $\frac{1}{2}$ ) 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	
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%
9-1	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	Years	Combined Leave Credit Earned/Biweek
9.04	< 14,560	< 5	< 10,400	< 5	6.76
11.19	14,560 but < 32,032	5 < 11	10400 but < 22,880	5 < 11	8.29
11.63	32,032	11	22,880	11	8.6
12.03	34,944	12	24,960	12	8.9
12.47	37,856	13	27,040	13	9.21
12.9	40,768	14	29,120	14	9.52
13.34	43,680 +	15 +	31,200 +	15 +	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 11<sup>th</sup>
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:

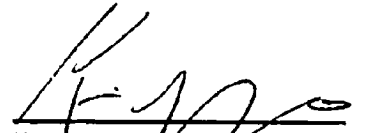
**COUNTY OF VENTURA**

**VENTURA COUNTY PROFESSIONAL  
FIREFIGHTERS' ASSOCIATION**

  
\_\_\_\_\_  
J. Tabin Cosio  
Chief Spokesperson

*/s/ Elizabeth Silver Tourgeman*  
Elizabeth Silver Tourgeman  
Chief Spokesperson

  
\_\_\_\_\_  
Mike Curnow  
CEO Labor Relations

  
\_\_\_\_\_  
Kevin Aguayo  
Fire Engineer & VCPFA President


  
\_\_\_\_\_  
Sandra Ambriz  
CEO Labor Relations

  
\_\_\_\_\_  
Daniel Arnold – Fire Captain

  
\_\_\_\_\_  
Chad Cook  
Battalion Chief

  
\_\_\_\_\_  
Tony McHale – Fire Captain

  
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Nicholas Derby – Fire Fighter

  
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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)<sup>1</sup> 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:

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<sup>1</sup> 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)<sup>2</sup> 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.

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<sup>2</sup> 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**

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

## ADMINISTRATIVE POLICY



11202  
(8-10-21)

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### SHIFT TRADES

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- 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 1<sup>st</sup>. (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 1<sup>st</sup> 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 1<sup>st</sup> 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.

TABL  
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 - Slips	1.5
11. Sweaters	2.5	- Foundation Garments	0.5
12. Underwear	2.5	- Panties	0.5
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%
9-11	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:

<b>56 Hour Employees</b>			<b>40 Hour Employees</b>	
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 <	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 <small>(Approximately less than 5 Years)</small>	.05386 hours	14 days/year
10,400 but less than 22,880 hours <small>(Approximately 5 years but less than 11Years)</small>	.07313 hours	19 days/year
22,880 hours <small>(Approximately 11 Years)</small>	.07688 hours	20 days/year
24,960 hours <small>(Approximately 12 Years)</small>	.08075 hours	21 days/year
27,040 hours <small>(Approximately 13 Years)</small>	.08463 hours	22 days/year
29,120 hours <small>(Approximately 14 Years)</small>	.08850 hours	23 days/year
31,200 hours <small>(Approximately 15 Years)</small>	.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 11<sup>th</sup>
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.

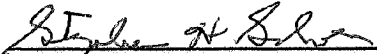
THE FOREGOING ARTICLES ARE HEREBY AGREED TO


THIS 31<sup>st</sup> DAY OF JULY, 2018, BY:

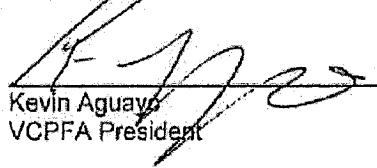
COUNTY OF VENTURA


VCPFA

  
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Mike Curnow  
Labor Relations Manager

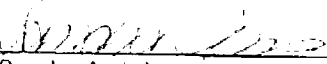
  
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Stephen Silver, Esq.  
VCPFA Counsel


  
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Craig Leedham  
Deputy Executive Officer - Labor  
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Kevin Aguayo  
VCPFA President


  
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Mike Milkovich  
Assistant Chief


  
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Chris Mahon  
VCPFA President Emeritus

  
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Sandra Ambriz  
Program Management Analyst

  
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James Roscoe  
VCPFA Vice President

  
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Jeremy Siders  
Management Analyst II

  
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Tony McHale  
VCPFA 2<sup>nd</sup> Vice President

  
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Yvonne Martinez  
Personnel Analyst II

  
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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)<sup>1</sup> 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.

<sup>1</sup>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 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)<sup>2</sup> 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

<sup>2</sup>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.

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	122	
	20		40	27	78	62	
	21		28	35	56	77	
	22		21	46	48	54	
	23		15	67	76	62	
	24		5	15	34	14	
	25		25		55	55	
	26		49		77	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				
	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
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**



DAVID P. MASTAGNI  
JOHN R. HOLSTEDT  
CRAIG E. JOHNSEN  
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  
DANIEL L. OSIER  
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ANISH K. SINGH  
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

All Correspondence to Sacramento Office  
[www.mastagni.com](http://www.mastagni.com)

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](mailto: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 PEPRA 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 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 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 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 a "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

Linda Webb  
Re: Exclusion of Standby Pay for Firefighters  
February 28, 2022  
Page 4

(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.<sup>1</sup>

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**



DAVID E. MASTAGNI  
Attorney at Law

DEM/jd

cc: Ashley Dunning  
Kevin Aguayo, President, VCPFA

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<sup>1</sup> 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 members<sup>1</sup> in the Safety Tier 1 plan (i.e., Lovo, Seabrook, Price, Beery and Winchester).
- Five of the VCPFA Appellants are PEPRA members<sup>2</sup> 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”.

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<sup>1</sup> 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.

<sup>2</sup> 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 Code<sup>3</sup> 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

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<sup>3</sup> 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.

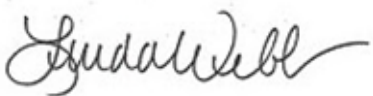
Accordingly, the VCPFA Appellants' compensation earnable or pensionable compensation, as applicable, properly excludes Standby pay. All overpaid member contributions from January 1, 2013, with interest, are being returned to the Legacy members, as called for by the *Alameda* Implementation Resolution.

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*

<b>Union</b>	<b>Barg Unit/ VCHRP Union Cd</b>	<b>Description</b>	<b>Union</b>	<b>Barg Unit/ VCHRP Union Cd</b>	<b>Description</b>
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 VCSCOA VEA None	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 ST / CST AA / VAA PE / VPE QNU	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 VC Sher Correct Ofrs Assoc-ST VEA Appraisers & Assessors VEA Professional Engineers No Union Assigned
FLSA Stat					
N = Nonexempt (hourly rates)					
P = Professional/Exempt (biweekly rates)					

## 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/MOA/docs/SEIU721_MOA_2013-2016_FINAL.pdf)

[http://vcportal.ventura.org/CEO/HR/docs/MBPP\\_eligible.pdf](http://vcportal.ventura.org/CEO/HR/docs/MBPP_eligible.pdf)



JOB CODE	DESCRIPTION	AT	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					WILL CODE	STAT	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 CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 Srvc Drctr I		MB3	P	\$3,739.673040	\$5,235.542320	\$8,102.62	\$11,343.68	\$97,231.50	\$136,124.10
01785	Administrative Srvc Drctr II		MB3	P	\$4,285.401120	\$5,999.561520	\$9,285.04	\$12,999.05	\$111,420.43	\$155,988.60
01786	Administrative Srvc 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 Srvc 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/Biologst Ascc		UPH	N	\$20.617931	\$29.225916	\$3,573.77	\$5,065.83	\$42,885.30	\$60,789.91
00513	Agricultural Inspctr/Biologst		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
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 III		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	\$134,043.40	\$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
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 Clinician III		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 III-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
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 Securty 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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
00063	Child Spprt Svcs Specialst III		UPT	N	\$24.965460	\$31.639589	\$4,327.35	\$5,484.20	\$51,928.16	\$65,810.35
00064	Child Spprt Svcs Specialst 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
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
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 Speclst		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 Generlst		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 Rprtnng 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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
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
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	UNION	FLSA	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					WILL CODE	STAT	MIN	MAX	MIN	MAX
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	\$34,231.15	\$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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					MIN	MAX	MIN	MAX	MIN	MAX
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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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	\$49,206.18	\$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 Sprvrs		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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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	\$67,988.84	\$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
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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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	\$97,786.73	\$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 Equp & 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	\$8,862.24	\$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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 Diagnostc		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	\$36,746.07	\$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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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
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
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-Physical Health		NCN	N	\$44.285991	\$54.894113	\$7,676.24	\$9,514.98	\$92,114.86	\$114,179.76
00303	Registered Nurse-MH 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
00512	Senior Ag Inspctr/Biologst		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	\$52.275075	\$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 Clinician-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
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	\$58,468.93	\$82,089.27
00335	Service Desk Technician		UPT	N	\$21.557994	\$30.252553	\$3,736.72	\$5,243.78	\$44,840.61	\$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
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
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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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 WILL	UNION CODE	FLSA STAT	BIWKLY OR NAHRLY		APPROX MONTHLY		APPROX ANNUAL	
					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

## INDEX OF RECORD

### Administrative Appeal Filed by VCPFA Re Standby Pay

#### Augmentation of Record with Documents Submitted by VCPFA and VCERA

1. VCPFA's Request for the Board to Augment the Administrative Record Regarding the Standby Pay Appeal
  - a. VCPFA 's Exhibit A, Amendment to the Memorandum of Agreement (MOA) between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA")
  
2. VCERA's Response to the Request to Augment the Record and for Reconsideration
  - a. VCERA's Reply Tab 1, Recommendation to Commence a Public Hearing Regarding Adoption of the Amendment and Waiver of Second Public Hearing
    - i. Exhibit 1: VCPFA 's Amendment to the Memorandum of Agreement (MOA) between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA")
  
  - b. VCERA's Reply Tab 2, Email between VCERA's Administrator, Linda Webb and Labor Relations Manager, Mick Curnow

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KENNETH E. BACON  
GRANT A. WINTER  
JOSHUA A. OLANDER  
HOWARD A. LIBERMAN  
DOUGLAS T. GREEN  
MELISSA M. THOM  
JASON M. EWERT  
JONATHAN D. CHAR  
BRETT D. BEYLER  
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SAMUEL S. SIAVOSHI  
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JEDEDIAH J. PARR  
STEVEN N. WELCH  
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PRINCEPREET SINGH  
SPENCER M. SHURE  
DAMON T. APPELBLATT  
ASHLEY M. PRADO  
BRANDON GOMEZ  
EDUARDO RUIZ  
HALEY TANGEN  
TANNER ARY

*All Correspondence to Sacramento Office*  
[www.mastagni.com](http://www.mastagni.com)

February 8, 2023

***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: [Lori.Nemiroff@ventura.org](mailto:Lori.Nemiroff@ventura.org)

**Re: Request to Augment the Record and for Reconsideration in Light of New Evidence; 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 a request that the Board augment the administrative record regarding the standby pay appeal of members Mel Lovo, Jeff Seabrook, Scott Price, Chris Beery, and Ryan Winchester to consider the new Side Letter between VCPFA and the County (attached as Exhibit A).

On November 23, 2022, the County and VCPFA executed a Side Letter redefining VCPFA members’ standby premium pay to distinguish between “Regular Standby” and “Scheduled Standby.” The side letter defines “Regular Standby” as standby status assigned “at the discretion of the Duty Chief due to operational need.” This is distinguished from “Scheduled Standby” for Fire Equipment Operators and Aviation Unit employees. Pursuant to the Side Letter, “Fire Equipment Operators may be assigned to Scheduled Standby, in advance, **as part of their regular work schedule**, for the duration of ‘Fire Season.’” Similarly, Aviation Unit employees “may be assigned to Scheduled Standby, in advance, **as part of their regular work schedule**. For example, an employee assigned to the aviation unit may be assigned Schedule Standby of eight (8) hours after each of their regularly scheduled shifts during the pay period.”

The Side Letter should be considered because as it was unavailable at the time the parties submitted their briefs and supporting evidence to the Board, as the Side Letter had not been adopted yet, and thus was not considered by Hearing Officer Deborah Wissley. (*Toyota of Visalia, Inc. v. New Motor Vehicle Bd.* (1987) 188 Cal. App.3d. 872, 881.) Accordingly, the agreement could not have been presented with the exercise of due diligence.

///



VCPFA believes the Side Letter is highly relevant to the Board's determination on this issue. Part of VCERA's argument in its briefing was that the parties' Memorandum of Agreement (MOA) did not "reference of contemplate standby as a part of an employee's regular schedule." (Hearing Officer Decision at 4:22.) The Side Letter addresses this precise concern by defining certain standby hours as a part of the "regular work schedule" for Fire Equipment Operators and Aviation Unit Employees. The interests of judicial economy favor consideration of the Side Letter, as a determination rendered without consideration of the Side Letter will most certainly result in re-litigation of question over the includability of standby pay under the new agreement. Moreover, no party will be prejudiced as no affected member has yet retired after July 30, 2020, and Appellant's members identified in this appeal will retire under the terms of the Side Letter submitted herewith. Therefore, VCERA's determination should be made based upon the labor agreement(s) that will be in effect at the time of retirement.

Because this relevant evidence was not considered by the Hearing Officer Wissley, VCPFA requests that the Board re-refer the appeal back to the Hearing Officer to reconsider her recommendation in light of the new evidence. VCPFA is agreeable to continuing the VCERA hearing scheduled on March 13, 2023, if necessary, to afford Hearing Officer Wissley adequate time to review the attached Side Letter. If the Board is not inclined to do so, VCPFA requests that, at a minimum, the Board consider the Side Letter as a part of the record in this appeal and takes it into consideration in coming to a final decision.

Sincerely,

**MASTAGNI HOLSTEDT, APC**

  
60 DAVID E. MASTAGNI  
Attorney at Law

DEM/rlr

cc: Linda Webb, Retirement Administrator  
Ashley Dunning, Esq.  
Kevin Aguayo, President, VCPFA

## **EXHIBIT A**

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
BETWEEN  
THE VENTURA COUNTY FIRE PROTECTION DISTRICT  
AND  
THE VENTURA COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA") which sets forth the terms and conditions of employment of all employees of the District represented by VCPFA for the period between August 1, 2021 through July 31, 2024.

The District and the VCPFA have agreed to amend the 2021-2024 MOA as follows:

- Revise Section 602, "Standby Premium Pay," as follows:
  - A. Regular Standby:** Any employee of the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to **operational need, including any** forecasted emergency conditions. Such stand-by status may be maintained for so long as the operational need exists, as determined by the Duty Chief. 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.
  - B. Scheduled Standby - Fire Equipment Operator:** Any employee of the District covered by this Agreement and classified as a Fire Equipment Operator may be assigned to **Scheduled Standby, in advance, as part of their regular work schedule, for the duration of "Fire Season."** For the purposes of the section, Fire Season shall be defined by the District.

**For example, a Fire Equipment Operator may be assigned Scheduled Standby on a rotational basis that requires them to work 48 hours of Scheduled Standby in the first pay period, 78 hours of Scheduled Standby in the second pay period, and 70 hours of Scheduled Standby in the third pay period. At the conclusion of the third pay period, the schedule resets and the Fire Equipment Operator will once again start at 48 hours of Scheduled Standby. This cycle will repeat for the duration of fire season.**

**Assignment of Scheduled Standby to Fire Equipment Operators, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned 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.

- C. Scheduled Standby – Aviation Unit: Any employee of the District covered by this Agreement and assigned to the Aviation unit may be assigned to Scheduled Standby, in advance, as part of their regular work schedule.**

For example, an employee assigned to the aviation unit may be assigned Scheduled Standby of eight (8) hours after each of their regularly scheduled shifts during the pay period.

Assignment of Aviation Unit employees to Scheduled Standby, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned 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.

- D. Time spent on standby status, whether Regular Standby or Scheduled Standby, shall be considered work hours for purposes of the Substance Abuse Program set forth in Appendix A.**

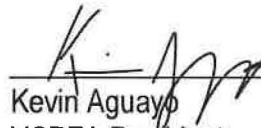
Agreed to this 23<sup>rd</sup> day of November, 2022, by:

For the County:



Mike Curnow  
Labor Relations Manager

For VCPFA:



Kevin Aguayo  
VCPFA President



**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

**BY EMAIL**

February 9, 2023

Lori Nemiroff, General Counsel  
Ventura County Employees' Retirement Association  
1190 S. Victoria Avenue  
Suite 200  
Ventura, CA 93003

Re: Response to Request to Augment the Record and for Reconsideration ("Request to Augment") by Ventura County Professional Firefighters Association ("VCPFA") in the Matter of the Administrative Appeal of VCPFA legacy members Lovo, Seabrook, Price, Beery and Winchester, re Standby Pay ("Standby Pay Appeal")

Dear Ms. Nemiroff:

This letter responds to the February 8, 2023 letter of David Mastagni on the above-referenced topic.

Respondent Ventura County Employees' Retirement Association ("VCERA") does not object, as a general proposition, to consideration by Hearing Officer Deborah Wissley of the Amendment to the Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the VCPFA ("Side Letter") referenced in the Request to Augment. VCERA disagrees with VCPFA, however, regarding the relevance of the Side Letter to either the Hearing Officer's, or the Board's, determination of the issues presented in the Standby Pay Appeal.

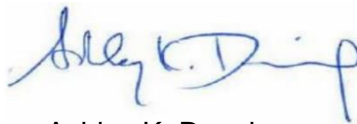
Further, if the record is augmented with the Side Letter, and returned to the Hearing Officer or taken directly to the Board, VCERA respectfully requests that this letter and its two enclosures also be included in the augmented record. The enclosures are as follows: (1) the letter from Assistant County Executive Officer/Human Resources Director Atin and County Executive Officer Johnson to the Ventura County Fire Protection District Board of Directors, dated January 10, 2023 ("Board Letter"), regarding and including the proposed Side Letter, and explaining "Scheduled Standby" as a means by which to "codify the current standby practices within the MOA"; and (2) email communications between VCERA Retirement Administrator Webb and the County's Labor Relations Manager Curnow, dated January 6, 2023 and January 9, 2023 respectively, with respect to the proposed Side Letter, in which the Curnow states the intent of the Side Letter, from the District's perspective, was "not an attempt to affect the pensionability of standby pay."

We submit that the Hearing Officer and the Board should affirm VCERA's exclusion of standby pay from Appellants' compensation earnable, and that the Side Letter does not change that determination.

As the Hearing Officer already correctly found, Appellants receive standby, whether characterized as "regular," "mandatory," or "scheduled," as payments for services rendered outside their normal working hours. Further, as the Hearing Officer already has addressed, creation of a new paycode for so-called "Scheduled Standby<sup>1</sup>," does 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.

Finally, if the Hearing Officer, or the Board, have any questions regarding the evidence presented in the augmented record as it pertains to the Findings of Fact and Recommended Decision that the Hearing Officer correctly rendered on January 30, 2023 in the Standby Pay Appeal, VCERA respectfully requests the opportunity to address those questions through additional briefing.

Sincerely,



Ashley K. Dunning  
Nossaman LLP

---

<sup>1</sup> The *title* of standby as "Scheduled," does not render it part of the "normal working hours," as referenced in Section 31461, subd. (b)(3), of those who receive it, without regard to the duties required to receive that pay. Indeed, the statutory exclusions of any "additional pay for services rendered outside of normal working hours" would be rendered null if consideration of such pay were untethered to an assessment what hours are in fact within the normal working hours of all members of a particular grade or class under an MOA. (See Civ. Code, § 3528 ["the law respects form less than substance."]; *County of Kern v. T.C.E.F., Inc.* (2016) 246 Cal.App.4<sup>th</sup> 301, 320 ["courts do not place form over substance where doing so defeats the objective of a statute, especially a statute designed to protect a public interest"].)

**TAB 1**





January 10, 2023

Board of Directors  
Ventura County Fire Protection District  
800 South Victoria Avenue  
Ventura, California 93009

**Mike Pettit**  
Assistant County Executive Officer

**Kaye Mand**  
County Chief Financial Officer

**Shawn Atin**  
Assistant County Executive Officer/  
Human Resources Director  
Labor Relations

**Subject: Public Hearing Regarding Adoption of an Amendment to the 2021-2024 Memorandum of Agreement between the Ventura County Fire Protection District and the Ventura County Professional Firefighters Association, with No Impact on the Funding Status of the Retirement System; and Waiver of Second Public Hearing.**

### **Recommendations:**

It is recommended that your Board:

1. Commence a public hearing regarding adoption of an amendment to the 2021-2024 Memorandum of Agreement (MOA) between the Ventura County Fire Protection District (District) and the Ventura County Professional Firefighters Association (VCPFA); and,
2. Waive the second hearing required by Article 20, Section 2006B, of the Personnel Rules and Regulations and adopt the amendment to the MOA at the conclusion of this hearing.

### **Fiscal/Mandates Impact:**

As the applicable standby premium pay has already been accounted for in the District's budget, this amendment, if adopted, would result in no additional fiscal impact to the District's budget.

### **Background:**

Section 602 of the current MOA between the District and VCPFA contains provisions that allow the District to place employees covered by the agreement in a "standby" status. Standby is a staple of many employers to cover last-minute operational needs. Standby places employees in a (paid) waiting pattern in the event additional resources are needed to respond to emergency or other exigent situations. However, while the MOA's current standby provisions contemplate placing employees on a standby status "due to forecasted emergency conditions," they do not specifically address other situations where standby may be used, even though the District currently does also use standby in other scenarios. Therefore, we recommend your Board adopt an amendment to the MOA codifying the current standby practices between the District and VCPFA to include



employees who are placed on a standby status as a part of the regular work schedule, for non-emergency periods, and for periods of emergency.

**Discussion:**

While utilization of standby is a staple of many employers to cover operational needs, the Fire Protection District's practice is to use standby extensively. As you know, when a fire or other disaster occurs, response time for emergency services is of the utmost importance and can literally make the difference between life and death, and the protection or destruction of property. However, as mentioned, the current MOA language only addresses placement of employees on standby "due to forecasted emergency conditions." While there are certain weather conditions that may allow the District to anticipate and prepare in advance for the possibility of a fire (e.g., forecasted dry conditions and high winds), these circumstances are generally few and far between.

Furthermore, the District and VCPFA currently also utilize standby in other ways. The most generic of these practices sees District employees placed on standby on an ad hoc basis to provide the District with a pool of employees who, though not scheduled to work, are prepared to respond within a defined period of time in response to a "call back" to work. These additional employees can be critical in ensuring proper coverage in the event of a major unanticipated incident when on-hand staff may be insufficient to address the situation. Examples of such incidents include major accidents, natural disasters, and wildfires such as the recent Thomas and Woolsey Fires.

The District also utilizes Scheduled Standby for certain specialized classifications within the VCPFA unit as a part of an employee's regular work schedule. Specifically, two units require Scheduled Standby as a part of their regular work schedule: the Fire Equipment Operators unit and Aviation Unit. Individuals in the Fire Equipment Operators unit may operate bulldozers and other machinery critical for combating the spread of wildfires. Currently, these employees are being placed on Scheduled Standby as a part of their regular work schedules during each annual fire season that generally runs from May to October. However, weather and other factors can greatly affect the start and duration of the fire season. During the fire season, Fire Equipment Operators are placed on Scheduled Standby with a rotating schedule. This rotating schedule consists of three pay periods in which employees are assigned to 48 hours of Scheduled Standby for pay period 1, 78 hours of Scheduled Standby for pay period 2, and 70 hours of Scheduled Standby for pay period 3. Following the third pay period, the rotation starts over for the employee (i.e., back to pay period 1). At the conclusion of the fire season, the fire equipment operators will only be scheduled for standby on an ad hoc basis until the following fire season.

VCPFA members assigned to the District's Aviation Unit are assigned eight (8) hours of standby after each of their regularly scheduled shifts every pay period, year-round. This is because air support for both the District and the Ventura County Sheriff's Department is maintained and managed by the unit and can be required at any time, 365 days a year.

Based on the above, the parties agreed to amend section 602 of the MOA to codify the current standby practices within the MOA.

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

Respectfully,



Shawn Atin  
Assistant County Executive Officer/Human Resources Director



Sevet Johnson, PsyD  
County Executive Officer

c: Jeffery S. Burgh, Auditor-Controller  
Tiffany N. North, County Counsel  
J. Tabin Cosio, Chief Deputy Executive Officer  
Ventura County Professional Firefighters Association

Attachment:

- Exhibit 1 Amendment to VCPFA Memorandum of Agreement, 11/23/2022

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
BETWEEN  
THE VENTURA COUNTY FIRE PROTECTION DISTRICT  
AND  
THE VENTURA COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters Association ("VCPFA") which sets forth the terms and conditions of employment of all employees of the District represented by VCPFA for the period between August 1, 2021 through July 31, 2024.

The District and the VCPFA have agreed to amend the 2021-2024 MOA as follows:

- Revise Section 602, "Standby Premium Pay," as follows:
  - A. Regular Standby:** Any employee of the District covered by this Agreement may be placed in a "stand-by" status at the discretion of the Duty Chief due to **operational need, including any** forecasted emergency conditions. Such stand-by status may be maintained for so long as the operational need exists, as determined by the Duty Chief. 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.
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**For example, a Fire Equipment Operator may be assigned Scheduled Standby on a rotational basis that requires them to work 48 hours of Scheduled Standby in the first pay period, 78 hours of Scheduled Standby in the second pay period, and 70 hours of Scheduled Standby in the third pay period. At the conclusion of the third pay period, the schedule resets and the Fire Equipment Operator will once again start at 48 hours of Scheduled Standby. This cycle will repeat for the duration of fire season.**

**Assignment of Scheduled Standby to Fire Equipment Operators, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned 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.

- C. Scheduled Standby – Aviation Unit: Any employee of the District covered by this Agreement and assigned to the Aviation unit may be assigned to Scheduled Standby, in advance, as part of their regular work schedule.**

For example, an employee assigned to the aviation unit may be assigned Scheduled Standby of eight (8) hours after each of their regularly scheduled shifts during the pay period.

Assignment of Aviation Unit employees to Scheduled Standby, including the days and hours of Scheduled Standby, shall be at the sole discretion of the District Fire Chief or their designee. Any such employee so assigned 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.

- D. Time spent on standby status, whether Regular Standby or Scheduled Standby, shall be considered work hours for purposes of the Substance Abuse Program set forth in Appendix A.**

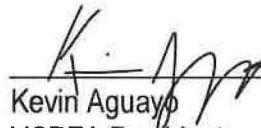
Agreed to this 23<sup>rd</sup> day of November, 2022, by:

For the County:



Mike Curnow  
Labor Relations Manager

For VCPFA:



Kevin Aguayo  
VCPFA President

**TAB 2**

---

**From:** Curnow, Mike <Mike.Curnow@ventura.org>  
**Sent:** Monday, January 9, 2023 4:40 PM  
**To:** Webb, Linda  
**Subject:** RE: Proposed VCPFA Standby MOU Amendments on BOS Agenda for Jan 10

Hi Linda,

I hope this email finds you well. This amendment was made in consultation with Fire District management in order to address their operational needs and not an attempt to affect the pensionability of standby pay. We understand that VCERA is currently addressing an appeal from VCPFA regarding that very matter and will certainly leave that to your organization, as it is part of your purview.

Thanks,

**Mike Curnow**  
Labor Relations Manager  
County Executive Office  
County of Ventura

Tel: (805) 654-2638  
Fax: (805) 658-4526

NOTICE/CONFIDENTIAL: This e-mail message and the attached document(s), if any, are intended only for the official and confidential use of the individual(s) or entity to which it is addressed. If the reader of this e-mail message is not the intended recipient, or the employee or agent responsible for delivering the message and/or attached document(s) to the intended recipient(s), you are hereby given notice that any unauthorized use, dissemination, forwarding or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail or telephone and delete the original message and any attached document(s) from your system. Thank you.

---

**From:** Webb, Linda <Linda.Webb@ventura.org>  
**Sent:** Friday, January 6, 2023 10:38 PM  
**To:** Curnow, Mike <Mike.Curnow@ventura.org>  
**Subject:** Proposed VCPFA Standby MOU Amendments on BOS Agenda for Jan 10  
**Importance:** High

Mike,

We noted this item on the BOS agenda for next Tuesday. We were not made aware of this pending amendment.

Please refer to the Board of Retirement materials for the November 28, 2022, agenda that includes the Administrative Record to be provided to a Referee in the pending VCPFA Administrative Appeal concerning VCERA's decision to exclude standby pay from compensation earnable for the Heavy Equipment Operators and Aviation Crew. Your Board letter says the amendment is to conform to practice, which could make it relevant to the current Administrative Appeal. As explained in the briefing and evidence in the Record, VCERA's analysis shows that the actual payroll records do not conform in any way to the "schedule" and I would encourage you to confirm this with the Auditor-Controller's office.

In our preliminary reading of the proposed amendment, we do not believe it would change our position that the standby worked is still outside of normal working hours, mainly given that not all members work the same number of standby hours, and the standby status occurs after the normal shift is complete, etc. So, if the intent of this amendment is to allow the standby for those positions to be pensionable, we would appreciate further discussions so that we may assist in how that goal may be achieved under the law.

Regards,

**Linda Webb**  
Retirement Administrator



**Ventura County Employees' Retirement Association**

1190 South Victoria Avenue, Suite 200  
Ventura, CA 93003

Direct: 805.339.4262 | Administration Fax: 805.339.2502  
Main Line: 805.339.4250 | Department Fax: 805.339.4269

[Email](#) | [Website](#)



## **VCERA Project for Alameda Corrections (VPAC)**

### **Status Report to Board of Retirement**

June 26, 2023

The following is a summarized status update on the project to implement corrections to retirement benefits and member contributions to comply with the Alameda Decision.

#### Completed To Date:

- Collaborated with County Auditor-Controller's Office to implement normal working hours capping of "situational" pay codes in the Ventura County Human Resources & Payroll (VCHRP) system.
  - *Contributions on situational pay codes in excess of normal working hours have been stopped as of 5/28/2023 (Pay Period 2023-12).*
- Worked with County of Ventura to implement flex credit pensionability in VCHRP per the Board of Retirement's April 17, 2023 Resolution, under both old and new flexible benefit program structures.
  - *Contributions on flex credits in excess of the maximum cashable amount will be stopped as of 6/25/2023 (Pay Period 2023-14).*
- Continued to work on implementation plan details with project team, counsel, system vendors, and consultants.
- Compiled list of resources and funding to be requested via the Fiscal Year 2023-24 budget to support the needs of this project.
- Developed additional communication materials and news alerts for the Alameda Decision, including a list of impacted pay codes, a glossary of terms, and a list of frequently asked questions (FAQs).



## VPAC Status Report to Board of Retirement 6/26/2023

### In Progress/To Do Next:

- Work with County of Ventura to enhance the situational pay code calculations and the format to be used for historical correction files.
- Work with County of Ventura to determine if historical corrections to flex credits can be partially performed or synced in VCHRP.
- Work with County of Ventura to prioritize data cleanup efforts for historical data due to VCHRP interface and backlogged processing issues.
- Work with system vendor to determine system changes for mass correction processing.
- Work with data vendor to determine tools development for mass calculations.
- Work with reporting vendor to define reporting needs and scope of work.
- Review additional implementation questions with project team and counsel.
- Finalize initial Implementation Plan and proposed Project Timeline.
- Develop additional communication materials for the Alameda Decision.
- Update procedures going forward to ensure monthly benefit amounts for new retirees are calculated with all Alameda Decision exclusions taken into account.
- Develop hiring and recruitment plan to bring on additional staff resources.
- Develop queries for more precise identification of impacted members and time periods affected.
- Define overall processing order for impacted member population corrections.



June 26, 2023

Board of Retirement  
Ventura County Employees' Retirement Association  
1190 South Victoria Avenue, Suite 200  
Ventura, CA 93003

**SUBJECT: REVIEW and ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR 2023-2024**

Board Members:

### Overview

Government Code section 31580.2(a) requires the Board to adopt an annual budget covering the entire expense of administration of the retirement system. The total administrative expenses, which are direct charges against the earnings of the Fund, may not exceed the greater of twenty-one hundredths of one percent (21 basis points (bps)) of the accrued actuarial liability of the system, or two million dollars (\$2,000,000), as adjusted annually by the amount of the annual cost of living adjustment (the CAP). These expenditures that are subject to the CAP will be included in the Administration budget which is comprised of Administrative, Information Technology (IT) Support and Admin-Disability subdivisions.

Government Code section 31580.2(b) provides an exclusion from the CAP for expenditures for computer software, computer hardware, and computer technology consulting services in support of these computer products. These costs are identified as information technology costs herein. These expenditures will be included in the IT-Exempt-CAP subdivision. Depreciation/Amortization related to capitalized expenditures will be included in the Other Expenditures subdivision.

Government Code section 31596.1 states that expenses of investing monies shall not be considered a cost of administration of the retirement system but shall be considered as a reduction in earnings from those investments or a charge against the assets of the system. These expenditures will be included in Investment or Other Expenditures subdivisions.

While including qualified operating, investment, and information technology costs in the Administration budget would not result in exceeding the CAP, such qualified excludable operating, investment, and information technology costs are identified separately and disclosed in the attached proposed budget schedules for the Board's information. This also serves to make future budgets more comparable. Further, staff has included a contingency line item in the Proposed Budget (Attachment A) equal to ten percent (10%) of the Total Proposed Budget, less total Extra-Help costs, to arrive at an adjusted total.

While inclusion of the contingency in the Administration Budget would not result in exceeding the CAP, it is separately identified and disclosed in the attached proposed total budget because it does become a cost of administration until a later budget revision incorporates all or a portion of it into the Administrative subdivision.

### **Finance Committee Review**

Staff presented the draft FY 2023-2024 Proposed Budget to the Finance Committee on June 15, 2023. Staff and the Finance Committee members present engaged in a discussion regarding the proposed budget. Since that meeting, staff has made Salaries & Benefits, Technology, and Contingency modifications to the FY 2023-2024 Proposed Budget being presented today, all of which have been provided to the Finance Committee on Friday, June 23, 2023.

#### **Salaries & Benefits (S&B):**

After the FC meeting, staff reviewed Salaries & Benefits. Staff modified four (4) bi-weekly salaries. Salaries & Benefits decreased by \$360,700. (Salaries decreased by \$283,600. Benefits decreased by \$77,100). Positions and Full-Time Equivalent (FTEs) did not change.

#### **Services & Supplies:**

No modification occurred.

#### **Technology:**

Staff increased by \$50,000 the Technology-V3 Software projection in Information Technology – Exempt CAP Subdivision Budget for Alameda-related technology consulting services.

#### **Contingency:**

Staff decreased by \$31,100 the Contingency to align with the \$310,700 reduction in the overall budget.

#### **Summary:**

The Finance Committee directed staff to add clarification to staff letter, the VCERA Project of Alameda Correction (VPAC) budget slide (last slide) and where required, other FY 2023-24 proposed budget sections.

The Finance Committee recommends adoption of the FY 2023-2024 Proposed Budget as modified.

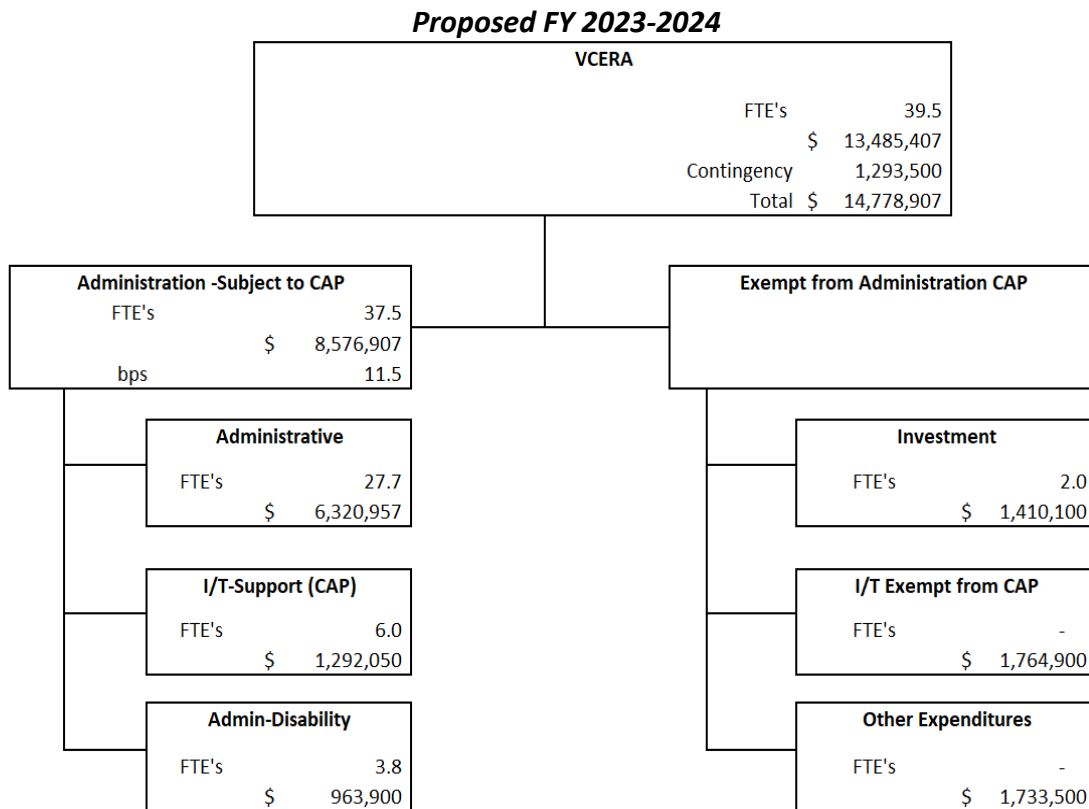
### **VCERA Budget at a Glance**

The following chart highlights the VCERA **total** proposed budget comprised of Administration (Administrative, Disability and IT-Support-CAP), all Information Technology (IT) costs, Investment, and Other Expenditures budgets, inclusive of proposed contingency. In addition, this is the third year that a new separate budget subdivision, Admin-Disability, has been created to account for expenditures in administering the disability retirement program. These costs were previously included as part of Administrative subdivision. IT costs are separately identified as subject to (“IT–

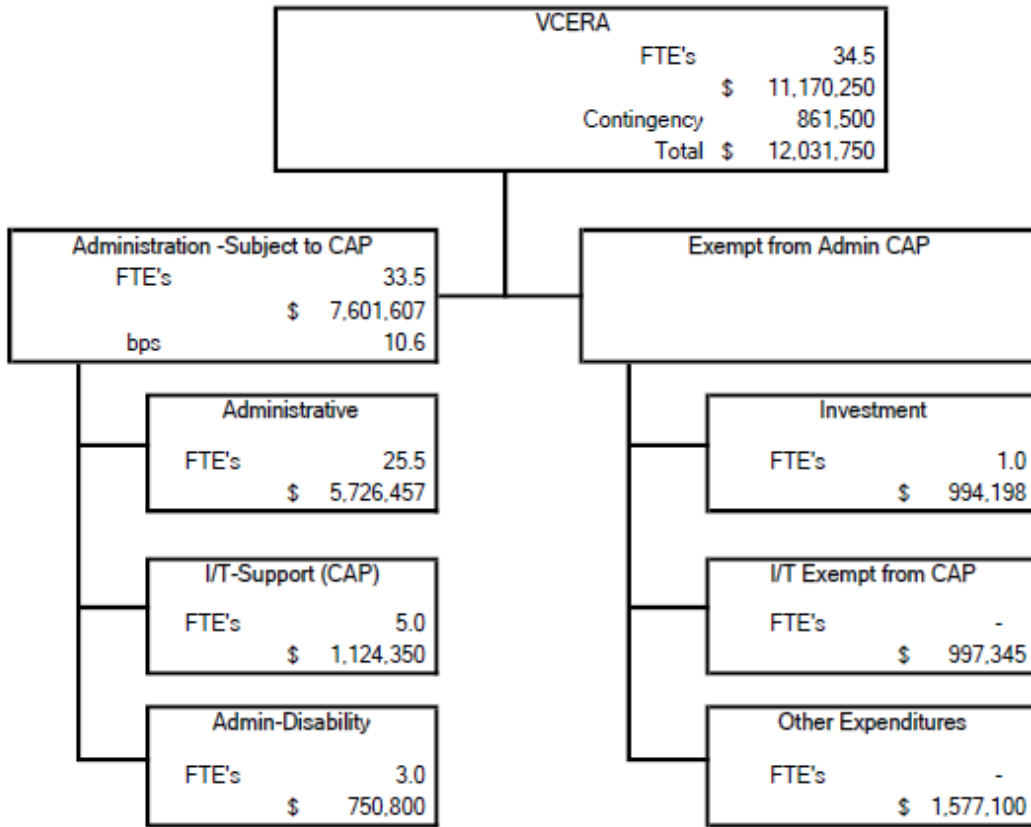
Support-CAP”) or not subject to (“IT– Exempt-CAP”) the CAP.

The total Proposed Budget for Fiscal Year (FY) 2023-2024 is \$14,778,907, an increase of \$2,747,157 (22.8%) from the prior year adopted budget and includes funding for VCERA’s 39.5 Full Time Equivalent (FTE) positions, an increase of five (5) FTEs over the previous FY, four (4) of which are fixed term. In addition, there are several reclassifications. When adjusting for the effects of contingency, the overall increase was due to increases in Salary and Benefits of \$1,201,460, Services and Supplies increase of \$348,142, Technology increase of \$765,555, and Contingency increase of \$432,000. It is important to note that the proposed budget includes \$1,595,000 for depreciation/amortization of VCERA’s office remodel and equipment, which are a noncash expense. The actual cash outflow occurred in a previous fiscal year and the budgeted expense represents the allocation of the capitalized expense to the future benefitting period. The total proposed budget amount includes administration expenditures, information technology costs, investment, other expenditures, and contingency. The details of the proposed increase will be discussed in the respective Administration, Technology, Investments and Other Expenditures budget sections that follow.

In addition, the Administration budget (subject to the statutory limitation (CAP)) shows a basis point calculation against VCERA’s actuarial liabilities. Administration costs, when compared to the statutory provisions, total \$8,576,907 or 11.5 bps of the CAP. For comparative purposes, the charts that follow show the total Proposed Budget for FY 2023-2024 and the Adopted Budget for 2022-23.



**Adopted FY 2022-2023**



**Administration Budget**

The Administration Budget is comprised of Administrative, Information Technology (IT)-Support and Admin-Disability subdivisions, each comprised of Salaries and Benefits, Services and Supplies, and Technology (subject to the CAP). For the fiscal year 2023-2024, staff continues to create separate subdivisions to identify IT expenditures included or excluded from the CAP. Also, as previously discussed, included in the IT-Support budget are technology expenditures that are subject to the CAP. Where it is not clear whether an IT expenditure should be included or excluded from the CAP, staff has taken the conservative view and included the expenditure within the IT-Support subdivision of the Administration Budget.

***Salaries and Benefits:***

Salaries and Benefits in the proposed 2023-2024 Administration budgets are \$7,746,700 reflecting an increase of \$1,201,460 or 18.4%, as compared to the prior fiscal year **adopted** budget. The increase is attributable to Salaries & Benefits at \$1,201,460 due to five (5) additional FTE's: 4.0 fixed term FTE's (2.0 Technical Specialist IV, 1.0 Office Assistant III, and 1.0 Program Administrator III) for the VCERA Project for Alameda Corrections (VPAC) workload to help process benefit corrections, contribution recalculations and contribution refunds based on required changes; 1.0 FTE for a Program Administrator II (Benefit Specialist); and various net

0.0 FTE for staffing reclasses to align with the workload of the administrative team. Regular Salary increased by \$1,092,100 or 25.9%. Benefits, not identified separately in this summary, increased by \$282,860. Vacation redemptions are projected to increase by \$28,300 or 18.4% due to higher expected vacation payouts.

This is offset to some degree by an Extra - Help/Temporary Services decrease of (\$182,300). Due to the newly projected fixed term and permanent FTE's, its anticipated that only \$50,000 is required for Ex-Help/Temporary Services to assist benefit operations in the death benefits unit and the legal department. The VCERA Retiree's Health Insurance benefit decrease of (\$12,900) is due to the death of a retiree previously receiving this benefit. Unemployment Insurance decrease of (\$6,600) is due to no insurance premium projected this FY.

***Services and Supplies:***

The total Administration CAP and Exempt from Administration CAP Services and Supplies proposed for Fiscal Year 2023-2024 is \$3,880,307, an increase of \$348,142 (9.9% from the prior fiscal year ***adopted*** budget of \$3,532,165.)

The Administration CAP services and supplies increased for Printing and Postage at \$70,200 due to higher VPAC related mailings, Liability Insurance at \$45,000 due to increase in premium rate, and Cost Allocation Charges at \$19,037 due to expected higher service demand. Rents/Lease-Structures at a \$14,545 increase is due to a scheduled lease rate increase and VCERA's share of building operating costs from base year per lease agreement. There is also a \$1,590 increase for various services and supplies, that as a group have a slight increase due to projected need.

This is offset by a decrease in Administrative CAP services for Auditing at \$46,380 due to the postponement of an internal audit services engagement.

The increases that are Exempt from CAP are Actuary Services at \$117,000 and Legal at \$115,000 due to planned service need. Depreciation/Amortization increased \$39,400 due to Governmental Accounting Standards Board (GASB) compliance, when System upgrades are capitalized. Services and supplies increased \$2,750 for general office expense, books & publications, office supplies and membership & dues projected at anticipated demand.

This is offset by a decrease of \$30,000 in the Exempt from CAP services for Trustees and Staff travel & mileage due to reduced planned travel.

***Technology:***

The Technology section of the proposed budget is comprised of Information Technology (IT) expenditures that are subject to the statutory CAP, and those that are excludible but included in the Administration budget, pursuant to Government Code section 31580.2(b). The total proposed Technology budget for FY 2023-2024 is \$1,858,400, comprised of Administrative IT-Support of \$93,500 and IT-Exempt from CAP of \$1,764,900, an increase of \$765,555 or 70.1% from the prior year's ***adopted*** budget of \$1,092,845.

This FY the V3 Software and Hosting continue to be shown separately. Together they have a net increase of \$630,000 due to system enhancement costs (includes V3 service hours at \$405,000, annual license fee at \$10,000 and 3<sup>rd</sup> Party Data vendor Consulting at \$200,000 and \$15,000 for Vitech Hosting) related to required resources for the Alameda project workload to help process benefit corrections, contribution recalculations and refunds based on required changes, Software License and Maintenance increased by \$151,255 due to the planned purchase of Reporting software, part of the VPAC planning. Software Support & Maintenance increased by \$24,500 primarily due to server maintenance and recurring monthly fee. Website support increased by \$11,000 due to increased website deployment and internet domain registrar projected cost. Cloud Services increased by \$1,500 due to an increased offsite data storage need.

All other categories are showing decreases this FY due for varying reasons. Infrastructure support (\$49,700) due to a reduction in Contracted IT support and Hardware at (\$1,000) due to projected decreases in new hardware purchases.

### **Investment Subdivision**

The proposed Investment budget for Fiscal Year 2023-2024 is \$1,410,100, an increase of \$415,902 or 41.8% from the prior fiscal year **adopted** budget of \$994,198. The budget includes Salary and Benefits for the Chief Investment Officer (CIO) and a new Investment Officer, already approved by the Board, which will see an increase in Salaries of \$259,900 or 82.7%. Corresponding increases in Benefits amount to \$68,252 or 71.4%. The CIO's projections of investment-related expenditures (legal fees, investment- related travel, etc.) are included. This FY sees budgeting an increase of \$87,780 or 15% for additional legal review at \$115,000 needed for anticipated private equity and private credit investments and \$2,750 for other miscellaneous expenses, offset by (\$30,000) for reduced staff and trustee training, travel, and mileage.

The inclusion of a note to the current year's Investment subdivision budget explaining that investment expenses, more specifically investment manager fees, are not part of the total budget but are paid in accordance with respective investment manager agreements. These fees are reported in the periodically issued financial statement "Schedule of Investment Manager Fees." The schedule lists all investment management fees paid regardless of source of payment, including those paid by VCERA issued check, via capital calls or directly deducted from the investment.

### **Other Expenditures Budget**

The Other Expenditures Budget captures expenditures that are not subject to the CAP pursuant to Government Code section 31596.1 but are not considered to be within the IT-Exempt or Investment Budget subdivision. Included in the Proposed Other Expenditures Budget are Actuarial Services and Depreciation/Amortization (for V3 system, Pension Software development and Office remodel) totaling \$1,733,500, an increase of \$156,400 or 9.9% from the prior year adopted/adjusted budget. Depreciation/amortization, a noncash expense, represents \$1,500,000 of the total. Actuarial Services represent \$233,500 of the total. The increase of \$117,000 is attributable to additional services

required of the Actuary (Segal) per VCERA's operational and financial reporting and decision-making needs and a small contractual increase in the annual actuarial valuation. The increase of \$39,400 is attributable to projected depreciation/amortization increase due to ongoing V3 system upgrades.

**Contingency**

The contingency is set at ten percent (10%), but otherwise follows the existing methodology. Staff believes this to be a prudent budget practice. Contingency continues to require Board action for any transfer and use, and the Board maintains its full discretion and management over the use of these funds.

**RECOMMENDED ACTION: ADOPTION OF PROPOSED BUDGET FOR FISCAL YEAR 2023-2024**

We would be pleased to respond to any questions you may have on this matter.

Sincerely,



Linda Webb  
Retirement Administrator



La Valda R. Marshall  
Chief Financial Officer

Attachment A – FY 2023-2024 Proposed Budget



**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**

**PROPOSED BUDGET**

**FISCAL YEAR**

**2023-24**

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
STATUTORY LIMIT SCHEDULE**

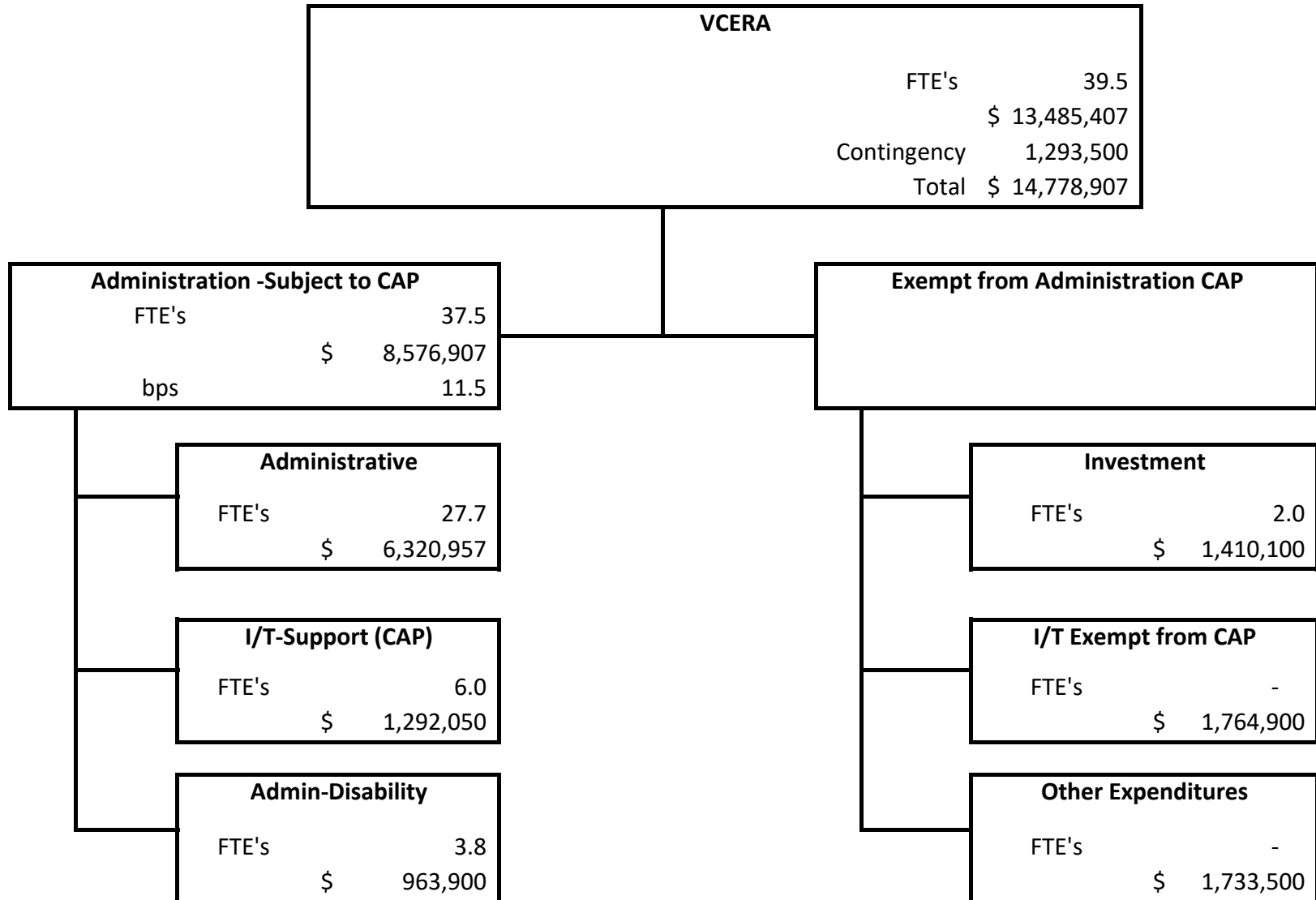
**PROPOSED BUDGET - FISCAL YEAR 2023-2024**

Government Code section 31580.2 provides for the adoption by the Board of Retirement an annual budget covering the entire expense of administration. This expense of administration is a direct charge against the earnings of the fund and shall not exceed the greater of twenty-one hundredths of one percent of the accrued actuarial liability of the system or two million dollars (\$2,000,000), as adjusted annually by the amount of the annual cost-of-living adjustment. Government Code section 31580.2(b) provides that expenditures for software, hardware and computer technology are not considered a cost of administration. The calculations of the maximum allowable budget and requested budget are summarized below.

	2022 -2023		2022 - 2023		2023-2024	
	ADOPTED	%	ADJUSTED	%	PROPOSED	%
Actuarial Accrued Liability (6/30/21, 6/30/22)	\$ 7,154,885,000	N/A	\$ 7,154,885,000	N/A	\$ 7,491,327,000	N/A
Allowable Budget for Cost of Administration (.21%)	15,025,300	0.21%	15,025,300	0.21%	15,731,800	0.21%
Salaries and Benefits	\$ 6,135,292	0.086%	\$ 6,135,292	0.086%	\$ 7,008,600	0.094%
Services and Supplies	1,370,815	0.019%	\$ 1,370,815	0.019%	1,474,807	0.020%
Information Technology (IT) - Support	95,500	0.001%	\$ 95,500	0.001%	93,500	0.001%
Capitalized Expenditures	-	0.000%	-	0.000%	-	0.000%
Total Administration (Subject to CAP)	\$ 7,601,607	0.106%	\$ 7,601,607	0.106%	\$ 8,576,907	0.115%
Under Statutory Limitation	\$ 7,423,693	0.104%	\$ 7,423,693	0.104%	\$ 7,154,893	0.096%
Expenditures Exempt from CAP:						
Investment	994,198	0.014%	994,198	0.014%	1,410,100	0.019%
Information Technology (IT) - Exempt-CAP	997,345	0.014%	997,345	0.014%	1,764,900	0.024%
Other Expenditures	1,577,100	0.022%	1,577,100	0.022%	1,733,500	0.023%
Total Expenditures Exempt from CAP	\$ 3,568,643	0.050%	\$ 3,568,643	0.050%	\$ 4,908,500	0.066%
Combined:						
Administration	\$ 7,601,607	0.106%	\$ 7,601,607	0.106%	\$ 8,576,907	0.115%
Expenditures Exempt from CAP	3,568,643	0.050%	3,568,643	0.050%	4,908,500	0.066%
Budget Contingency	861,500	0.012%	861,500	0.012%	1,293,500	0.017%
Total Proposed Budget	\$ 12,031,750	0.168%	\$ 12,031,750	0.168%	\$ 14,778,907	0.198%

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
PROPOSED BUDGET AT A GLANCE  
FISCAL YEAR 2023-24**

FY 2023 - 2024



**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
POSITION DETAIL BY CLASSIFICATION  
FISCAL YEAR 2023-2024**

Position Code	Position/Class Description	Biweekly Salary Range		ADOPTED		ADJUSTED		PROPOSED	
				FY 2022-23		FY 2022-23		FY 2023-24	
				FTE	POS	FTE	POS	FTE	POS
00454	Agency Public Information Officer III (FT - 04.15.2024)	3,945.36	5,523.50	0.0	0.0	0.2	0.2	0.8	0.8
00454	Agency Public Information Officer III (Comm Officer)	3,945.36	5,523.50	0.0	0.0	0.0	0.0	0.2	0.2
00521	Technical Specialist IV - MB (FT 2 years)	2,172.41	3,041.67	0.0	0.0	0.0	0.0	2.0	2.0
00623	Program Administrator II (Benefits Specialist)	2,883.54	4,037.35	13.0	13.0	13.0	13.0	13.0	13.0
00623	Program Administrator II (Benefits Specialist)	2,883.54	4,037.35	0.0	0.0	0.0	0.0	1.0	1.0
00623	Program Administrator III (Retirement Sys Administrator) FT	3,018.86	4,226.82	0.0	0.0	0.0	0.0	1.0	1.0
00797	Senior Accounting Technician-CC	2,210.01	3,094.01	1.0	1.0	1.0	1.0	1.0	1.0
00912	Senior Accountant - MB	2,893.70	4,051.18	1.0	1.0	1.0	1.0	1.0	1.0
00946	Manager, Accounting I	-	-	1.0	1.0	1.0	1.0	0.0	0.0
00947	Manager, Accounting II	3,957.91	5,541.07	0.0	0.0	0.0	0.0	1.0	1.0
00981	Chief Financial Officer - Retirement	6,676.16	9,082.09	1.0	1.0	1.0	1.0	1.0	1.0
00982	General Counsel - Retirement	9,147.62	11,230.88	1.0	1.0	1.0	1.0	1.0	1.0
00983	Retirement Chief Operations Officer	7,834.47	9,618.68	1.0	1.0	1.0	1.0	1.0	1.0
00984	Retirement Chief Investment Officer	10,249.77	12,584.04	1.0	1.0	1.0	1.0	1.0	1.0
01174	Senior Program Administrator (Communications Officer)	-	-	1.0	1.0	1.0	1.0	0.0	0.0
01174	Senior Program Administrator	3,392.80	4,750.38	2.0	2.0	2.0	2.0	2.0	2.0
01340	Legal Management Asst III-C	2,296.15	3,214.61	0.5	1.0	0.5	1.0	0.5	1.0
01350	Office Assistant III - Confidential	1,836.97	2,572.00	2.0	2.0	2.0	2.0	2.0	2.0
01350	Office Assistant III - Confidential FT	1,836.97	2,572.00	0.0	0.0	0.0	0.0	1.0	1.0
01489	Program Assistant-NE	2,621.57	3,670.56	1.0	1.0	1.0	1.0	1.0	1.0
01617	Chief Technology Officer (Mgr. Application Development)	4,571.30	6,400.45	1.0	1.0	1.0	1.0	1.0	1.0
01711	Benefits Manager (Staff Services Manager III)	3,639.51	5,095.82	3.0	3.0	3.0	3.0	3.0	3.0
01711	Senior IT Specialist (Staff Services Manager III)	3,639.51	5,095.82	1.0	1.0	1.0	1.0	1.0	1.0
01711	Senior IT Specialist (Staff Services Manager III)	3,639.51	5,095.82	1.0	1.0	1.0	1.0	1.0	1.0
01785	Administrative Services Director II	4,521.10	6,329.54	1.0	1.0	1.0	1.0	0.0	0.0
01787	Administrative Services Director IV (Investment Officer)	5,590.77	7,827.08	0.0	0.0	0.1	0.1	1.0	1.0
01814	Retirement Administrator	9,477.96	11,636.49	1.0	1.0	1.0	1.0	1.0	1.0
	Total			34.5	35.0	34.8	35.3	39.5	40.0

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
 COMBINED UNITS  
 PROPOSED BUDGET  
 FISCAL YEAR 2023 - 2024

	2021-22 ACTUAL	2022-23 ADOPTED/ ADJUSTED	Budgets Subject to Administration CAP			Budgets Exempt from Administration CAP			2023-2024 PROPOSED COMBINED	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
			2023-2024 PROPOSED Administrative	2023-2024 PROPOSED Administrative IT Support -CAP	2023-2024 PROPOSED Administrative Disability	2023-2024 PROPOSED Investment	2023-2024 PROPOSED IT-Exempt-CAP	2023-2024 PROPOSED Other Expense			
<b>Salaries and Benefits:</b>											
Full-Time Equivalents	31.5	34.5	27.7	6.0	3.8	2.0	0.0	0.0	39.5	5.0	14.5%
<b>Salaries:</b>											
Regular Salary	\$3,426,109	\$4,222,600	\$3,477,800	\$798,000	\$464,600	\$574,300	\$0	\$0	\$5,314,700	\$1,092,100	25.9%
Overtime	164	0	0	0	0	0	0	0	0	0	0.0%
Extra-Help/Temporary Services	169,460	232,300	50,000	0	0	0	0	0	50,000	(182,300)	(78.5%)
<b>Total Salaries</b>	<b>3,595,732</b>	<b>4,454,900</b>	<b>3,527,800</b>	<b>798,000</b>	<b>464,600</b>	<b>574,300</b>	<b>0</b>	<b>0</b>	<b>5,364,700</b>	<b>909,800</b>	<b>20.4%</b>
<b>Benefits:</b>											
Supplemental Payments	78,048	175,600	132,400	29,200	18,000	37,200	0	0	216,800	41,200	23.5%
Vacation Redemption	234,507	168,100	156,100	15,700	7,900	16,700	0	0	196,400	28,300	16.8%
Retirement Contributions	539,559	618,000	411,100	103,700	57,700	28,000	0	0	600,500	(17,500)	(2.8%)
OASDI Contribution	192,740	270,300	232,100	56,000	35,500	19,900	0	0	343,500	73,200	27.1%
FICA-Medicare	53,953	71,100	51,000	13,700	7,700	6,600	0	0	79,000	7,900	11.1%
Flexible Credit Allowance	395,598	532,500	461,100	104,300	68,900	25,900	0	0	660,200	127,700	24.0%
Retiree Health Insurance	30,939	62,400	49,500	0	0	0	0	0	49,500	(12,900)	(20.7%)
Life Insurance	1,201	1,440	1,100	300	200	100	0	0	1,700	260	18.1%
Unemployment Insurance	1,744	6,600	0	0	0	0	0	0	0	(6,600)	(100.0%)
Mgmt Disability Insurance	21,697	31,300	25,800	5,900	3,500	4,300	0	0	39,500	8,200	26.2%
Workers Compensation Insurance	18,834	47,100	40,200	9,200	5,400	6,800	0	0	61,600	14,500	30.8%
401K Plan Contribution	82,119	105,900	88,000	19,500	7,500	18,300	0	0	133,300	27,400	25.9%
<b>Total Benefits</b>	<b>1,650,937</b>	<b>2,090,340</b>	<b>1,648,400</b>	<b>357,500</b>	<b>212,300</b>	<b>163,800</b>	<b>0</b>	<b>0</b>	<b>2,382,000</b>	<b>291,660</b>	<b>14.0%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$5,246,669</b>	<b>\$6,545,240</b>	<b>\$5,176,200</b>	<b>\$1,155,500</b>	<b>\$676,900</b>	<b>\$738,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,746,700</b>	<b>\$1,201,460</b>	<b>18.4%</b>
<b>Services &amp; Supplies:</b>											
Board Member Stipend	\$10,800	\$18,000	\$18,000	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	0.0%
Other Professional Services	96,579	185,950	80,000	0	110,500	0	0	0	190,500	4,550	2.4%
Auditing	40,890	111,380	65,000	0	0	0	0	0	65,000	(46,380)	(41.6%)
Hearing Officers	35,978	114,000	0	0	120,000	0	0	0	120,000	6,000	5.3%
Temporary Services	0	0	0	0	0	0	0	0	0	0	0.0%
Legal	391,882	640,000	80,000	0	55,000	615,000	0	0	750,000	110,000	17.2%
Election Services	10,742	0	0	0	0	0	0	0	0	0	0.0%
Actuary-Valuation	63,000	65,000	0	0	0	0	0	65,000	65,000	0.0%	
Actuary-GASB 67	13,000	13,500	0	0	0	0	0	13,500	13,500	0.0%	
Actuary-Assump/Exp	48,000	0	0	0	0	0	0	0	0	0.0%	
Actuary-415 Calculation	8,955	20,000	0	0	0	0	0	30,000	30,000	50.0%	
Actuary-Misc Hrly Consult	21,523	18,000	0	0	0	0	0	70,000	70,000	288.9%	
Actuary-Actuarial Audit	0	0	0	0	0	0	0	55,000	55,000	0.0%	
Advertising	0	3,000	3,000	0	0	0	0	0	3,000	0	0.0%
Printing	23,681	30,000	60,000	0	0	0	0	0	60,000	30,000	100.0%
Postage	36,424	35,500	75,000	0	700	0	0	0	75,700	40,200	113.2%
Courier	0	0	0	0	0	0	0	0	0	0	0.0%
Telephone	0	0	0	0	0	0	0	0	0	0	0.0%
Courier	0	3,300	3,500	0	0	0	0	0	3,500	200	6.1%
Copy Machine	4,795	5,000	5,000	0	0	0	0	0	5,000	0	0.0%
Insurance - General Liability	15,753	17,000	25,000	0	0	0	0	0	25,000	8,000	47.1%
Insurance - Fiduciary Liability	83,609	110,000	147,000	0	0	0	0	0	147,000	37,000	33.6%
Cost Allocation Charges	41,993	49,566	68,603	0	0	0	0	0	68,603	19,037	38.4%
Education Allowance	0	4,000	4,000	0	0	0	0	0	4,000	0	0.0%
Training/Travel-Staff	14,290	79,900	30,000	40,000	800	15,000	0	0	85,800	5,900	7.4%
Training/Travel-Trustee	3,660	35,700	20,000	0	0	5,000	0	0	25,000	(10,700)	(30.0%)
Travel-Due Diligence-Staff	0	19,100	0	0	0	10,000	0	0	10,000	(9,100)	(47.6%)

VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
 COMBINED UNITS  
 PROPOSED BUDGET  
 FISCAL YEAR 2023 - 2024

	2021-22 ACTUAL	2022-23 ADOPTED/ ADJUSTED	Budgets Subject to Administration CAP			Budgets Exempt from Administration CAP			2023-2024 PROPOSED COMBINED	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
			2023-2024 PROPOSED Administrative	2023-2024 PROPOSED Administrative IT Support -CAP	2023-2024 PROPOSED Administrative Disability	2023-2024 PROPOSED Investment	2023-2024 PROPOSED IT-Exempt-CAP	2023-2024 PROPOSED Other Expense			
Travel-Due Diligence-Trustee	0	21,100	2,000	0	0	5,000	0	0	7,000	(14,100)	(66.8%)
Mileage-Staff	0	4,500	4,000	300	0	500	0	0	4,800	300	6.7%
Mileage -Trustee	0	4,500	4,000	0	0	500	0	0	4,500	0	0.0%
Mileage-Due Diligence-Staff	0	700	0	0	0	500	0	0	500	(200)	(28.6%)
Mileage-Due Diligence-Trustee	0	700	1,000	0	0	500	0	0	1,500	800	114.3%
Auto Allowance	6,900	6,900	6,500	0	0	0	0	0	6,500	(400)	(5.8%)
Facilities-Security	3,496	3,950	4,000	500	0	0	0	0	4,500	550	13.9%
Facilities-Maint & Repairs	1,346	3,300	2,500	1,000	0	0	0	0	3,500	200	6.1%
Equipment-Maint & Repairs	910	2,000	2,000	0	0	0	0	0	2,000	0	0.0%
General Office Expense	2,963	5,900	4,000	0	0	0	0	0	4,000	(1,900)	(32.2%)
Books & Publications	16,952	18,670	6,500	500	0	15,000	0	0	22,000	3,330	17.8%
Office Supplies	6,102	15,000	10,000	0	0	0	0	0	10,000	(5,000)	(33.3%)
Memberships & Dues	16,485	17,570	13,000	750	0	5,000	0	0	18,750	1,180	6.7%
Bank Service Charges	0	0	0	0	0	0	0	0	0	0	0.0%
Offsite Storage	4,951	5,200	5,500	0	0	0	0	0	5,500	300	5.8%
Claims, Judgements & Court Ord	0	0	0	0	0	0	0	0	0	0	0.0%
Rents/Leases-Equipment	0	0	0	0	0	0	0	0	0	0	0.0%
Rents/Leases-Structures	255,640	276,564	290,654	0	0	0	0	0	290,654	14,090	5.1%
Building Operating Expenses	1,422	7,545	8,000	0	0	0	0	0	8,000	455	6.0%
Non-Capital Equipment	0	5,000	0	0	0	0	0	0	0	(5,000)	(100.0%)
Non-Capital Furniture	1,912	2,000	2,000	0	0	0	0	0	2,000	0	0.0%
Depreciation /Amortization	1,582,153	1,553,170	95,000	0	0	0	0	1,500,000	1,595,000	41,830	2.7%
<b>Total Services &amp; Supplies</b>	<b>\$2,866,785</b>	<b>\$3,532,165</b>	<b>\$1,144,757</b>	<b>\$43,050</b>	<b>\$287,000</b>	<b>\$672,000</b>	<b>\$0</b>	<b>\$1,733,500</b>	<b>\$3,880,307</b>	<b>\$348,142</b>	<b>9.9%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$8,113,455</b>	<b>\$10,077,405</b>	<b>\$6,320,957</b>	<b>\$1,198,550</b>	<b>\$963,900</b>	<b>\$1,410,100</b>	<b>\$0</b>	<b>\$1,733,500</b>	<b>\$11,627,007</b>	<b>\$1,549,602</b>	<b>15.4%</b>
<b>Technology:</b>											
Technology-Hardware	44,211	\$76,000	\$0	\$0	\$0	\$0	\$75,000	\$0	\$75,000	(\$1,000)	(1.3%)
Technology-Hardware Support	7,838	10,000	0	0	0	0	\$10,000	0	10,000	0	0.0%
Technology-Software Lic & Maint	44,847	64,145	0	0	0	0	\$213,400	0	213,400	149,255	232.7%
Technology-Software Support & Maint	10,005	75,000	0	0	0	0	\$99,500	0	99,500	24,500	32.7%
Technology-Cloud Services	2,805	1,100	0	0	0	0	\$2,600	0	2,600	1,500	136.4%
Technology-Website Support	8,618	30,500	0	0	0	0	\$41,500	0	41,500	11,000	36.1%
Technology-Infrastructure Support	89,864	227,600	0	0	0	0	\$177,900	0	177,900	(49,700)	(21.8%)
Technology-V3 Software	0	180,000	0	0	0	0	\$795,000	0	795,000	615,000	341.7%
Technology- Hosting	733,773	310,000	0	0	0	0	\$325,000	0	325,000	15,000	4.8%
Technology-Data Communication	62,173	118,500	0	93,500	0	0	25,000	0	118,500	0	0.0%
<b>Total Technology</b>	<b>\$1,004,136</b>	<b>\$1,092,845</b>	<b>\$0</b>	<b>\$93,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,764,900</b>	<b>\$0</b>	<b>\$1,858,400</b>	<b>\$765,555</b>	<b>70.1%</b>
<b>Capitalized Expenses:</b>											
Capitalized Structures	\$12,110	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.0%
<b>Total Capitalized Expenses</b>	<b>\$12,110</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>
<b>Total Before Contingency</b>	<b>\$9,129,700</b>	<b>\$11,170,250</b>	<b>\$6,320,957</b>	<b>\$1,292,050</b>	<b>\$963,900</b>	<b>\$1,410,100</b>	<b>\$1,764,900</b>	<b>\$1,733,500</b>	<b>\$13,485,407</b>	<b>\$2,315,157</b>	<b>20.7%</b>
Budget Contingency	845,000	861,500	1,293,500						1,293,500	432,000	50.1%
<b>Total</b>	<b>\$9,974,700</b>	<b>\$12,031,750</b>	<b>\$7,614,457</b>	<b>\$1,292,050</b>	<b>\$963,900</b>	<b>\$1,410,100</b>	<b>\$1,764,900</b>	<b>\$1,733,500</b>	<b>\$14,778,907</b>	<b>\$2,747,157</b>	<b>22.8%</b>

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**  
**ADMINISTRATIVE (Subject to CAP)**  
**PROPOSED BUDGET**  
**FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED Administrative	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
<b><u>Salaries and Benefits:</u></b>					
Full-Time Equivalents	24.5	25.5	27.7	2.2	8.6%
<b>Salaries:</b>					
Regular Salary	\$2,381,570	\$2,950,700	\$3,477,800	\$527,100	17.9%
Overtime	0	0	0	\$0	0.0%
Extra-Help/Temporary Services	133,336	232,300	50,000	(\$182,300)	(78.5%)
<b>Total Salaries</b>	<b>2,514,906</b>	<b>3,183,000</b>	<b>3,527,800</b>	<b>344,800</b>	<b>10.8%</b>
<b>Benefits:</b>					
Supplemental Payments	58,747	122,292	132,400	\$10,108	8.3%
Vacation Redemption	252,107	119,000	156,100	\$37,100	31.2%
Retirement Contributions	365,011	443,000	411,100	(\$31,900)	(7.2%)
OASDI Contribution	142,713	192,000	232,100	\$40,100	20.9%
FICA-Medicare	39,107	48,400	51,000	\$2,600	5.4%
Flexible Credit Allowance	320,388	387,500	461,100	\$73,600	19.0%
Retiree Health Insurance	50,887	62,400	49,500	(\$12,900)	(20.7%)
Life Insurance	886	1,100	1,100	\$0	0.0%
Unemployment Insurance	6,102	4,600	0	(\$4,600)	(100.0%)
Mgmt Disability Insurance	15,262	21,900	25,800	\$3,900	17.8%
Workers Compensation Insurance	36,206	32,900	40,200	\$7,300	22.2%
401K Plan Contribution	55,913	74,900	88,000	\$13,100	17.5%
<b>Total Benefits</b>	<b>1,343,329</b>	<b>1,509,992</b>	<b>1,648,400</b>	<b>138,408</b>	<b>9.2%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$3,858,235</b>	<b>\$4,692,992</b>	<b>\$5,176,200</b>	<b>\$483,208</b>	<b>10.3%</b>
<b><u>Services &amp; Supplies:</u></b>					
Board Member Stipend	\$10,000	\$18,000	\$18,000	\$0	0.0%
Other Professional Services	60,296	76,950	80,000	\$3,050	4.0%
Auditing	46,450	111,380	65,000	(\$46,380)	(41.6%)
Temporary Services	0		0	\$0	0.0%
Legal	141,191	75,000	80,000	\$5,000	6.7%
Election Services	6,495	0	0	\$0	0.0%
Advertising	0	3,000	3,000	\$0	0.0%
Printing	23,858	30,000	60,000	\$30,000	100.0%
Postage	40,419	35,000	75,000	\$40,000	114.3%
Courier	0	3,300	3,500	\$200	6.1%
Copy Machine	5,063	5,000	5,000	\$0	0.0%
Insurance - General Liability	15,596	17,000	25,000	\$8,000	47.1%
Insurance - Fiduciary Liability	109,825	110,000	147,000	\$37,000	33.6%
Cost Allocation Charges	45,070	49,566	68,603	\$19,037	38.4%
Education Allowance	0	4,000	4,000	\$0	0.0%
Training/Travel-Staff	5,188	29,700	30,000	\$300	1.0%
Training/Travel-Trustee	14,074	20,700	20,000	(\$700)	(3.4%)

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**  
**ADMINISTRATIVE (Subject to CAP)**  
**PROPOSED BUDGET**  
**FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED Administrative	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
Travel-Due Diligence-Staff	0	0	0	\$0	0.0%
Travel-Due Diligence-Trustee	0	0	2,000	\$2,000	100.0%
Mileage-Staff	280	3,500	4,000	\$500	14.3%
Mileage -Trustee	492	4,000	4,000	\$0	0.0%
Mileage-Due Diligence-Staff	0	0	0	\$0	0.0%
Mileage-Due Diligence-Trustee	0	0	1,000	\$1,000	100.0%
Auto Allowance	7,475	6,900	6,500	(\$400)	(5.8%)
Facilities-Security	3,470	3,450	4,000	\$550	15.9%
Facilities-Maint & Repairs	676	2,500	2,500	\$0	0.0%
Equipment-Maint & Repairs	0	2,000	2,000	\$0	0.0%
General Office Expense	3,745	3,500	4,000	\$500	14.3%
Books & Publications	6,132	7,720	6,500	(\$1,220)	(15.8%)
Office Supplies	9,550	15,000	10,000	(\$5,000)	(33.3%)
Memberships & Dues	10,863	12,420	13,000	\$580	4.7%
Offsite Storage	5,213	5,200	5,500	\$300	5.8%
Rents/Leases-Structures	263,310	276,564	290,654	\$14,090	5.1%
Building Operating Expense	10,224	7,545	8,000	\$455	6.0%
Non-Capital Equipment	0	0	0	\$0	0.0%
Non-Capital Furniture	3,876	2,000	2,000	\$0	0.0%
Depreciation /Amortization	92,567	92,570	95,000	\$2,430	2.6%
<b>Total Services &amp; Supplies</b>	<b>\$941,396</b>	<b>\$1,033,465</b>	<b>\$1,144,757</b>	<b>\$111,292</b>	<b>10.8%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$4,799,632</b>	<b>\$5,726,457</b>	<b>\$6,320,957</b>	<b>\$594,500</b>	<b>10.4%</b>
<b><u>Capitalized Expenses:</u></b>					
Capitalized Structures	\$0	\$0	\$0	\$0	0.0%
<b>Total Capitalized Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>0.0%</b>
<b>Total</b>	<b>\$4,799,632</b>	<b>\$5,726,457</b>	<b>\$6,320,957</b>	<b>\$594,500</b>	<b>10.4%</b>



**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**  
**INFORMATION TECHNOLOGY (I/T) SUPPORT-CAP (Subject to CAP)**  
**PROPOSED BUDGET**  
**FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED Admin IT-CAP	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
<b><u>Salaries and Benefits:</u></b>					
Full-Time Equivalents	4.0	5.0	6.0	1.0	20.0%
<b><u>Salaries:</u></b>					
Regular Salary	\$508,800	\$651,200	\$798,000	\$146,800	22.5%
Overtime	0	0	0	\$0	0.0%
Extra-Help/Temporary Services	0	0	0	\$0	0.0%
<b>Total Salaries</b>	<b>508,800</b>	<b>651,200</b>	<b>798,000</b>	<b>146,800</b>	<b>22.5%</b>
<b><u>Benefits:</u></b>					
Supplemental Payments	19,000	24,000	29,200	\$5,200	21.7%
Vacation Redemption	25,300	29,500	15,700	(\$13,800)	(46.8%)
Retirement Contributions	87,100	109,200	103,700	(\$5,500)	(5.0%)
OASDI Contribution	35,500	46,300	56,000	\$9,700	21.0%
FICA-Medicare	8,800	11,400	13,700	\$2,300	20.2%
Flexible Credit Allowance	53,500	80,600	104,300	\$23,700	29.4%
Retiree Health Insurance	0	0	0	\$0	0.0%
Life Insurance	200	200	300	\$100	50.0%
Unemployment Insurance	1,300	1,000	0	(\$1,000)	(100.0%)
Mgmt Disability Insurance	3,800	4,800	5,900	\$1,100	22.9%
Workers Compensation Insurance	5,800	7,200	9,200	\$2,000	27.8%
401K Plan Contribution	9,200	15,400	19,500	\$4,100	26.6%
<b>Total Benefits</b>	<b>249,500</b>	<b>329,600</b>	<b>357,500</b>	<b>27,900</b>	<b>8.5%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$758,300</b>	<b>\$980,800</b>	<b>\$1,155,500</b>	<b>\$174,700</b>	<b>17.8%</b>
<b><u>Services &amp; Supplies:</u></b>					
Training/Travel-Staff	31,300	40,200	40,000	(200)	(0.5%)
Mileage-Staff	300	300	300	0	0.0%
Facilities-Security	300	500	500	0	0.0%
Facilities-Maint & Repairs	1,000	800	1,000	200	25.0%
Books & Publications	500	500	500	0	0.0%
Memberships & Dues	400	750	750	0	0.0%
Non-Capital Furniture	0	5,000	0	(5,000)	(100.0%)
<b>Total Services &amp; Supplies</b>	<b>\$33,800</b>	<b>\$48,050</b>	<b>\$43,050</b>	<b>(\$5,000)</b>	<b>(10.4%)</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$792,100</b>	<b>\$1,028,850</b>	<b>\$1,198,550</b>	<b>\$169,700</b>	<b>16.5%</b>
<b><u>Technology:</u></b>					
Technology-Software Lic & Maint	0	2,000	0	(2,000)	(100.0%)
Technology-Data Communication	86,000	93,500	93,500	0	0.0%
<b>Total Technology</b>	<b>\$86,000</b>	<b>\$95,500</b>	<b>\$93,500</b>	<b>(\$2,000)</b>	<b>(2.1%)</b>
<b>Total</b>	<b>\$878,100</b>	<b>\$1,124,350</b>	<b>\$1,292,050</b>	<b>\$167,700</b>	<b>14.9%</b>

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION**  
**ADMINISTRATIVE - DISABILITY (Subject to CAP)**  
**PROPOSED BUDGET**  
**FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED Admin-Disb	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
<b><i>Salaries and Benefits:</i></b>					
Full-Time Equivalents	3.0	3.0	3.8	0.8	27%
<b><i>Salaries:</i></b>					
Regular Salary	\$294,549	\$306,300	\$464,600	\$158,300	51.68%
Overtime	0	-	0	\$0	0.00%
Extra-Help/Temporary Services	0	-	0	\$0	0.00%
<b>Total Salaries</b>	<b>294,549</b>	<b>306,300</b>	<b>464,600</b>	<b>158,300</b>	<b>51.68%</b>
<b><i>Benefits:</i></b>					
Supplemental Payments	10,315	10,700	18,000	\$7,300	68.22%
Vacation Redemption	11,682	4,700	7,900	\$3,200	68.09%
Retirement Contributions	48,946	48,100	57,700	\$9,600	19.96%
OASDI Contribution	19,324	23,100	35,500	\$12,400	53.68%
FICA-Medicare	4,519	5,300	7,700	\$2,400	45.28%
Flexible Credit Allowance	48,868	51,400	68,900	\$17,500	34.05%
Retiree Health Insurance	0	-	0	\$0	0.00%
Life Insurance	121	100	200	\$100	100.00%
Unemployment Insurance	748	500	0	(\$500)	(100.00%)
Mgmt Disability Insurance	2,184	2,300	3,500	\$1,200	52.17%
Workers Compensation Insurance	4,606	3,400	5,400	\$2,000	58.82%
401K Plan Contribution	5,390	5,600	7,500	\$1,900	33.93%
<b>Total Benefits</b>	<b>156,703</b>	<b>155,200</b>	<b>212,300</b>	<b>57,100</b>	<b>36.79%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$451,252</b>	<b>\$461,500</b>	<b>\$676,900</b>	<b>\$215,400</b>	<b>46.67%</b>
<b><i>Services &amp; Supplies:</i></b>					
Other Professional Services	\$93,582	\$109,000	\$110,500	\$1,500	1.38%
Hearing Officers	50,759	114,000	120,000	\$6,000	5.26%
Legal	19,333	65,000	55,000	(\$10,000)	(15.38%)
Postage	354	500	700	\$200	40.00%
Training/Travel-Staff	0	800	800	\$0	0.00%
Mileage-Staff	0	0	0	\$0	0.00%
Facilities-Security	0	0	0	\$0	0.00%
Office Supplies	0	0	0	\$0	0.00%
Memberships & Dues	0	0	0	\$0	0.00%
<b>Total Services &amp; Supplies</b>	<b>\$164,027</b>	<b>\$289,300</b>	<b>\$287,000</b>	<b>(\$2,300)</b>	<b>(0.80%)</b>
<b>Total</b>	<b>\$615,279</b>	<b>\$750,800</b>	<b>\$963,900</b>	<b>\$213,100</b>	<b>28.4%</b>

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
INVESTMENT (Exempt from CAP)  
PROPOSED BUDGET  
FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED Investment	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
<b><u>Salaries and Benefits:</u></b>					
Full-Time Equivalents	1.0	1.0	2.0	1.0	100.0%
<b><u>Salaries:</u></b>					
Regular Salary	\$297,238	\$314,400	\$574,300	\$259,900	82.7%
Overtime	0	0	0	0	0.0%
Extra-Help/Temporary Services	0	0	0	0	0.0%
<b>Total Salaries</b>	<b>297,238</b>	<b>314,400</b>	<b>574,300</b>	<b>259,900</b>	<b>82.7%</b>
<b><u>Benefits:</u></b>					
Supplemental Payments	0	18,608	37,200	18,592	99.9%
Vacation Redemption	17,092	14,900	16,700	1,800	12.1%
Retirement Contributions	19,692	17,700	28,000	10,300	58.2%
OASDI Contribution	9,193	8,900	19,900	11,000	123.6%
FICA-Medicare	4,606	6,000	6,600	600	10.0%
Flexible Credit Allowance	12,665	13,000	25,900	12,900	100.0%
Retiree Health Insurance	0	0	0	0	0.0%
Life Insurance	40	40	100	60	150.0%
Unemployment Insurance	745	500	0	(500)	(100.0%)
Mgmt Disability Insurance	1,070	2,300	4,300	2,000	87.0%
Workers Compensation Insurance	3,412	3,600	6,800	3,200	88.9%
401K Plan Contribution	8,936	10,000	18,300	8,300	83.0%
<b>Total Benefits</b>	<b>77,451</b>	<b>95,548</b>	<b>163,800</b>	<b>68,252</b>	<b>71.4%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$374,689</b>	<b>\$409,948</b>	<b>\$738,100</b>	<b>\$328,152</b>	<b>80.0%</b>
<b><u>Services &amp; Supplies:</u></b>					
Legal	\$555,067	\$500,000	\$615,000	\$115,000	23.0%
Training/Travel-Staff	780	9,200	15,000	\$5,800	63.0%
Training/Travel-Trustee	0	15,000	5,000	(\$10,000)	100.0%
Travel-Due Diligence-Staff	0	19,100	10,000	(\$9,100)	100.0%
Travel-Due Diligence-Trustee	0	21,100	5,000	(\$16,100)	100.0%
Mileage-Staff	80	700	500	(\$200)	100.0%
Mileage -Trustee	0	500	500	\$0	100.0%
Mileage-Due Diligence-Staff	0	700	500	(\$200)	100.0%
Mileage-Due Diligence-Trustee	0	700	500	(\$200)	100.0%
General Office Expense	0	2,400	0	(\$2,400)	0.0%
Books & Publications	9,396	10,450	15,000	\$4,550	43.5%
Office Supplies	0	0	0	\$0	0.0%
Memberships & Dues	4,330	4,400	5,000	\$600	13.6%
<b>Total Services &amp; Supplies</b>	<b>\$569,653</b>	<b>\$584,250</b>	<b>\$672,000</b>	<b>\$87,750</b>	<b>15.0%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$944,342</b>	<b>\$994,198</b>	<b>\$1,410,100</b>	<b>\$415,902</b>	<b>41.8%</b>
<b>Total</b>	<b>\$944,342</b>	<b>\$994,198</b>	<b>\$1,410,100</b>	<b>\$415,902</b>	<b>41.8%</b>

Note - The investment budget does not include investment expenses, including investment manager fees either paid directly via VCERA issued check, deducted from directly from investment by the respective investment manager or via a capital call where the investment fee may not be clearly identified until the quarterly report is received. These fees are a cost to the pension plan and are detailed in the Schedule of Investment Management Fees that are provided to the Retirement board on a periodic basis (quarterly effective in the new fiscal year, where previously they were provided monthly).

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
INFORMATION TECHNOLOGY - EXEMPT-CAP  
PROPOSED BUDGET  
FISCAL YEAR 2023-2024**

	2021-2022 ACTUAL	2022-23 ADOPTED/ ADJUSTED	2023-24 PROPOSED IT - EXEMPT	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
<b><i>Technology:</i></b>					
Technology-Hardware	\$61,207	\$76,000	\$75,000	(\$1,000)	(1.3%)
Technology-Hardware Support	0	10,000	10,000	\$0	0.0%
Technology-Software Lic & Maint	85,605	62,145	213,400	\$151,255	<b>243.4%</b>
Technology-Software Support & Maint	0	75,000	99,500	\$24,500	<b>32.7%</b>
Technology-Cloud Services	811	1,100	2,600	\$1,500	<b>136.4%</b>
Technology-Website Support	7,820	30,500	41,500	\$11,000	<b>36.1%</b>
Technology-Infrastructure Support	157,304	227,600	177,900	(\$49,700)	<b>(21.8%)</b>
Technology-V3 Software	554,623	180,000	795,000	\$615,000	<b>341.7%</b>
Technology- Hosting	278,472	310,000	325,000	\$15,000	4.8%
Technology-Data Communication	48,600	25,000	25,000	\$0	0.0%
<b>Total Technology</b>	<b>\$1,194,443</b>	<b>\$997,345</b>	<b>\$1,764,900</b>	<b>\$767,555</b>	<b>77.0%</b>
<b>Total</b>	<b>\$1,194,443</b>	<b>\$997,345</b>	<b>\$1,764,900</b>	<b>\$767,555</b>	<b>77.0%</b>

**VENTURA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION  
OTHER EXPENDITURES  
PROPOSED BUDGET  
FISCAL YEAR 2023-2024**

	<b>2021-2022 ACTUAL</b>	<b>2022-23 ADOPTED/ ADJUSTED</b>	<b>2023-24 PROPOSED Administration</b>	<b>PROPOSED/ ADJUSTED VARIANCE</b>	<b>% INCREASE/ (DECREASE)</b>
<b><i>Services &amp; Supplies:</i></b>					
Actuary-Valuation	\$64,000	\$65,000	\$65,000	\$0	0.0%
Actuary-GASB 67	13,500	13,500	13,500	\$0	0.0%
Actuary-Assump/Exp	0	0	0	\$0	0.0%
Actuary-415 Calculation	25,112	20,000	30,000	\$10,000	50.0%
Actuary-Misc Hrly Consult	28,694	18,000	70,000	\$52,000	288.9%
Actuary-Actuarial Audit	0	0	55,000	\$55,000	0.0%
Depreciation /Amortization	1,460,594	1,460,600	1,500,000	\$39,400	2.7%
<b>Total Services &amp; Supplies</b>	<b>\$1,591,900</b>	<b>\$1,577,100</b>	<b>\$1,733,500</b>	<b>\$156,400</b>	<b>9.9%</b>
<b>Total Sal, Ben, Serv &amp; Supp</b>	<b>\$1,591,900</b>	<b>\$1,577,100</b>	<b>\$1,733,500</b>	<b>\$156,400</b>	<b>9.9%</b>
<b>Total</b>	<b>\$1,591,900</b>	<b>\$1,577,100</b>	<b>\$1,733,500</b>	<b>\$156,400</b>	<b>9.9%</b>



# VCERA

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**FY 2023-24 Proposed Budget**

# VCERA FY 2023-24 Proposed Budget

- Government Code section 31580.2 provides for the adoption by the Board of Retirement of an annual budget covering the entire expense of administration. This expense of administration is a direct charge against the earnings of the fund and shall not exceed the greater of:
  - Twenty-one hundredths of one percent of the accrued actuarial liability of the system or two million dollars (\$2,000,000), as adjusted annually by the amount of the annual cost-of-living adjustment.
  - Government Code section 31580.2(b) provides that expenditures for software, hardware and computer technology are not considered a cost of administration.



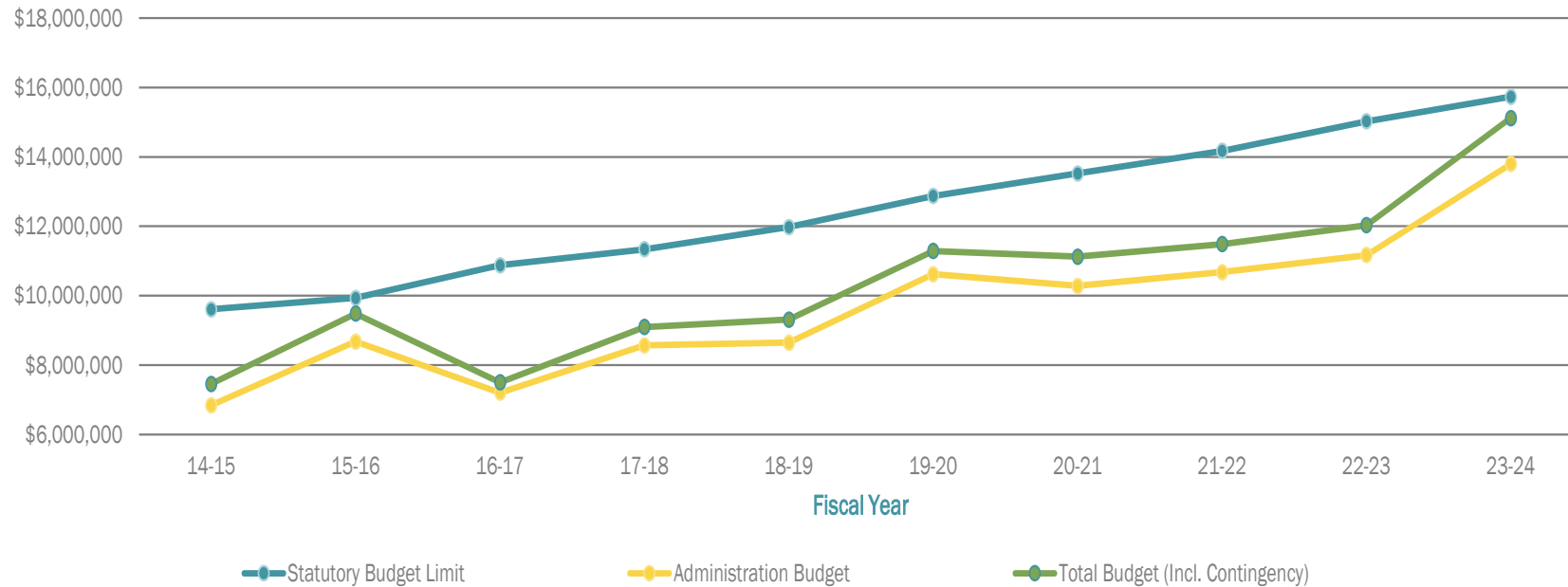
# VCERA FY 2023-24 Proposed Budget

- Government Code section 31596.1 Expenses of Investing Moneys
  - The following types of expenses shall not be considered a cost of administration of the retirement system, but shall be considered as a reduction in earnings from those investments or a charge against the assets of the retirement system as determined by the board:
    - (a) The costs, as approved by the board, of actuarial valuations and services rendered pursuant to Section 31453 (audit of county or district by board).
    - All other investment expenses listed in this code section are directly related to investments and excluded from the cost of administration pursuant to GC 31580.2.





# VCERA Historical Budgets



	ADOPTED									PROPOSED
Budget by Fiscal Year	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Statutory Administrative Cost CAP	\$ 9,607,600	\$ 9,935,100	\$ 10,874,100	\$ 11,337,400	\$ 11,977,100	\$ 12,872,500	\$ 13,522,700	\$ 14,170,300	\$ 15,025,300	\$ 15,731,800
Administrative Expenditures - CAP	4,630,500	5,298,300	5,539,400	5,294,700	5,455,100	7,079,900	6,741,000	6,925,500	7,601,607	8,576,907
Expenditures Exempt from Statutory CAP	2,210,600	3,375,200	1,665,300	3,271,800	3,188,700	3,537,100	3,538,600	3,750,000	3,568,643	4,908,500
Contingency	615,200	812,400	296,600	532,800	668,500	671,800	845,000	812,000	861,500	1,293,500
Total Budgeted Expenditures	\$ 7,456,300	\$ 9,485,900	\$ 7,501,300	\$ 9,099,300	\$ 9,312,300	\$ 11,288,800	\$ 11,124,600	\$ 11,487,500	\$ 12,031,750	\$ 14,778,907
Administration Expenditures as a percentage of the statutory CAP	48.2%	53.3%	50.9%	46.7%	45.5%	55.0%	49.8%	48.9%	50.6%	54.5%
Total Budgeted Expenditures including Contingency as a percentage of the statutory CAP	77.6%	95.5%	69.0%	80.3%	77.8%	87.7%	82.3%	81.1%	80.1%	93.9%
Total Budgeted Expenditures excluding Contingency as a percentage of the statutory CAP	71.2%	87.3%	66.3%	75.6%	72.2%	82.5%	76.0%	75.3%	74.3%	85.7%
Staffing (FTE positions)	24.0	26.0	26.5	29.5	29.5	31.5	32.5	32.5	34.5	39.5

# Proposed Budget Changes

## Post Finance Committee (FC) meeting modifications, per FC and staff

### **Salaries & Benefits:**

- Staff reviewed Salaries and Benefits (S&B).
  - Outcome: Staff corrected bi-weekly salaries. S&B decreased by \$360,700. Salaries decreased by \$283,600. Benefits decreased by \$77,100. Positions and FTEs did not change.

### **Services & Supplies:**

- No modification

### **Technology:**

- Staff increase by \$50,000 the Technology-V3 Software projection in Information Technology – Exempt CAP Subdivision Budget for Alameda related projected technology consulting services.

### **Contingency:**

- Staff decreased by \$31,100 the Contingency to align with the \$310,700 reduction in overall budget.

### **Finance Committee:**

- Directed staff to clarify in staff letter, on Alameda projected budget slide (last slide) and other slides to enhance reading of the FY 2023-24 proposed budget.

# VCERA FY 2023-24 Proposed Budget

	2022 - 2023		2022 - 2023		2023-2024	
	ADOPTED	%	ADJUSTED	%	PROPOSED	%
Actuarial Accrued Liability (6/30/21, 6/30/22)	\$ 7,154,885,000	N/A	\$ 7,154,885,000	N/A	\$ 7,491,327,000	N/A
Allowable Budget for Cost of Administration (.21%)	15,025,300	0.21%	15,025,300	0.21%	15,731,800	0.21%
Salaries and Benefits	\$ 6,135,292	0.086%	\$ 6,135,292	0.086%	\$ 7,008,600	0.094%
Services and Supplies	1,370,815	0.019%	\$ 1,370,815	0.019%	1,474,807	0.020%
Information Technology (IT) - Support	95,500	0.001%	\$ 95,500	0.001%	93,500	0.001%
Capitalized Expenditures	-	0.000%	-	0.000%	-	0.000%
Total Administration (Subject to CAP)	\$ 7,601,607	0.106%	\$ 7,601,607	0.106%	\$ 8,576,907	0.115%
Under Statutory Limitation	\$ 7,423,693	0.104%	\$ 7,423,693	0.104%	\$ 7,154,893	0.096%
Expenditures Exempt from CAP:						
Investment	994,198	0.014%	994,198	0.014%	1,410,100	0.019%
Information Technology (IT) - Exempt-CAP	997,345	0.014%	997,345	0.014%	1,764,900	0.024%
Other Expenditures	1,577,100	0.022%	1,577,100	0.022%	1,733,500	0.023%
Total Expenditures Exempt from CAP	\$ 3,568,643	0.050%	\$ 3,568,643	0.050%	\$ 4,908,500	0.066%
Combined:						
Administration	\$ 7,601,607	0.106%	\$ 7,601,607	0.106%	\$ 8,576,907	0.115%
Expenditures Exempt from CAP	3,568,643	0.050%	3,568,643	0.050%	4,908,500	0.066%
Budget Contingency	861,500	0.012%	861,500	0.012%	1,293,500	0.017%
Total Proposed Budget	\$ 12,031,750	0.168%	\$ 12,031,750	0.168%	\$ 14,778,907	0.198%

# VCERA FY 2023-24 Proposed Budget

FY 2022 - 2023

VCERA	
FTE's	34.5
\$	11,170,250
Contingency	861,500
Total \$	12,031,750

Administration -Subject to CAP	
FTE's	33.5
\$	7,601,607
bps	10.6

Exempt from Administration CAP	
--------------------------------	--

Administrative	
FTE's	25.5
\$	5,726,457

I/T-Support (CAP)	
FTE's	5.0
\$	1,124,350

Admin-Disability	
FTE's	3.0
\$	750,800

Investment	
FTE's	1.0
\$	994,198

I/T Exempt from CAP	
FTE's	-
\$	997,345

Other Expenditures	
FTE's	-
\$	1,577,100

FY 2023 - 2024

VCERA	
FTE's	39.5
\$	13,485,407
Contingency	1,293,500
Total \$	14,778,907

Administration -Subject to CAP	
FTE's	37.5
\$	8,576,907
bps	11.5

Exempt from Administration CAP	
--------------------------------	--

Administrative	
FTE's	27.7
\$	6,320,957

I/T-Support (CAP)	
FTE's	6.0
\$	1,292,050

Admin-Disability	
FTE's	3.8
\$	963,900

Investment	
FTE's	2.0
\$	1,410,100

I/T Exempt from CAP	
FTE's	-
\$	1,764,900

Other Expenditures	
FTE's	-
\$	1,733,500

# VCERA FY 2023-24 Proposed Budget

Overall increase of \$2,747,157  
(22.8%) in total Operating Budget

\$ 975,300 - Administration CAP  
\$1,339,857 - EXEMPT CAP  
\$ 432,000 - Budget Contingency

All budget units show increases  
ranging from 9.9% to 77.0%.

9.9% Other Expenditures Exempt CAP  
77.0% IT Exempt CAP  
due to VCERA operational needs.

The background features several overlapping geometric shapes. In the top right, there are teal, yellow, and green diamonds and parallelograms. In the bottom left, there are teal, yellow, and green parallelograms.

# Salaries and Benefits

# Salaries and Benefits

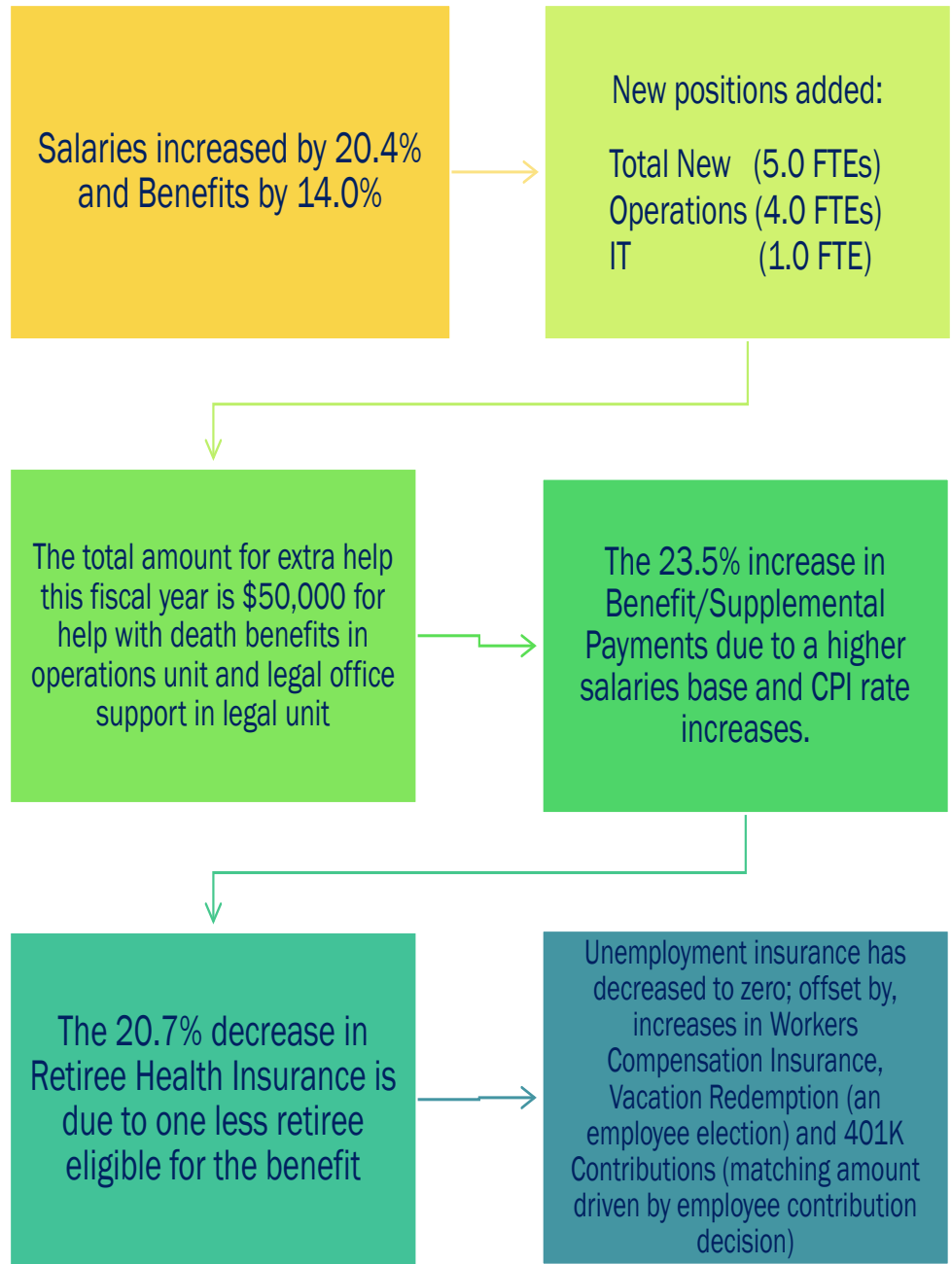
	2021-22 ACTUAL	2022-23 ADOPTED/ ADJUSTED	Budgets Subject to Administration CAP			Budgets Exempt from Administration CAP			2023-2024 PROPOSED COMBINED	PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
			2023-2024 PROPOSED Administrative	2023-2024 PROPOSED IT Support -CAP	2023-2024 PROPOSED Admin-Disability	2023-2024 PROPOSED Investment	2023-2024 PROPOSED IT-Exempt-CAP	2023-2024 PROPOSED Other Expense			
<b>Salaries and Benefits:</b>											
Full-Time Equivalents	31.5	34.5	27.7	6.0	3.8	2.0	0.0	0.0	39.5	5.0	14.5%
<b>Salaries:</b>											
Regular Salary	\$3,426,109	\$4,222,600	\$3,477,800	\$798,000	\$464,600	\$574,300	\$0	\$0	\$5,314,700	\$1,092,100	25.9%
Overtime	164	0	0	0	0	0	0	0	0	0	0.0%
Extra-Help/Temporary Services	169,460	232,300	50,000	0	0	0	0	0	50,000	(182,300)	(78.5%)
<b>Total Salaries</b>	<b>3,595,732</b>	<b>4,454,900</b>	<b>3,527,800</b>	<b>798,000</b>	<b>464,600</b>	<b>574,300</b>	<b>0</b>	<b>0</b>	<b>5,364,700</b>	<b>909,800</b>	<b>20.4%</b>
<b>Benefits:</b>											
Supplemental Payments	78,048	175,600	132,400	29,200	18,000	37,200	0	0	216,800	41,200	23.5%
Vacation Redemption	234,507	168,100	156,100	15,700	7,900	16,700	0	0	196,400	28,300	16.8%
Retirement Contributions	539,559	618,000	411,100	103,700	57,700	28,000	0	0	600,500	(17,500)	(2.8%)
OASDI Contribution	192,740	270,300	232,100	56,000	35,500	19,900	0	0	343,500	73,200	27.1%
FICA-Medicare	53,953	71,100	51,000	13,700	7,700	6,600	0	0	79,000	7,900	11.1%
Flexible Credit Allowance	395,598	532,500	461,100	104,300	68,900	25,900	0	0	660,200	127,700	24.0%
Retiree Health Insurance	30,939	62,400	49,500	0	0	0	0	0	49,500	(12,900)	(20.7%)
Life Insurance	1,201	1,440	1,100	300	200	100	0	0	1,700	260	18.1%
Unemployment Insurance	1,744	6,600	0	0	0	0	0	0	0	(6,600)	(100.0%)
Mgmt Disability Insurance	21,697	31,300	25,800	5,900	3,500	4,300	0	0	39,500	8,200	26.2%
Workers Compensation Insurance	18,834	47,100	40,200	9,200	5,400	6,800	0	0	61,600	14,500	30.8%
401K Plan Contribution	82,119	105,900	88,000	19,500	7,500	18,300	0	0	133,300	27,400	25.9%
<b>Total Benefits</b>	<b>1,650,937</b>	<b>2,090,340</b>	<b>1,648,400</b>	<b>357,500</b>	<b>212,300</b>	<b>163,800</b>	<b>0</b>	<b>0</b>	<b>2,382,000</b>	<b>291,660</b>	<b>14.0%</b>
<b>Total Salaries &amp; Benefits</b>	<b>\$5,246,669</b>	<b>\$6,545,240</b>	<b>\$5,176,200</b>	<b>\$1,155,500</b>	<b>\$676,900</b>	<b>\$738,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$7,746,700</b>	<b>\$1,201,460</b>	<b>18.4%</b>

# Position Details By Classification

Position Code	Position/Class Description	Biweekly Salary Range		ADOPTED		ADJUSTED		PROPOSED	
				FY 2022-23		FY 2022-23		FY 2023-24	
				FTE	POS	FTE	POS	FTE	POS
00454	Agency Public Information Officer III (FT - 04.15.2024)	3,945.36	5,523.50	0.0	0.0	0.2	0.2	0.8	0.8
00454	Agency Public Information Officer III (Comm Officer)	3,945.36	5,523.50	0.0	0.0	0.0	0.0	0.2	0.2
00521	Technical Specialist IV - MB (FT 2 years)	2,172.41	3,041.67	0.0	0.0	0.0	0.0	2.0	2.0
00623	Program Administrator II (Benefits Specialist)	2,883.54	4,037.35	13.0	13.0	13.0	13.0	13.0	13.0
00623	Program Administrator II (Benefits Specialist)	2,883.54	4,037.35	0.0	0.0	0.0	0.0	1.0	1.0
00623	Program Administrator III (Retirement Sys Administrator) FT	3,018.86	4,226.82	0.0	0.0	0.0	0.0	1.0	1.0
00797	Senior Accounting Technician-CC	2,210.01	3,094.01	1.0	1.0	1.0	1.0	1.0	1.0
00912	Senior Accountant - MB	2,893.70	4,051.18	1.0	1.0	1.0	1.0	1.0	1.0
00946	Manager, Accounting I	-	-	1.0	1.0	1.0	1.0	0.0	0.0
00947	Manager, Accounting II	3,957.91	5,541.07	0.0	0.0	0.0	0.0	1.0	1.0
00981	Chief Financial Officer - Retirement	6,676.16	9,082.09	1.0	1.0	1.0	1.0	1.0	1.0
00982	General Counsel - Retirement	9,147.62	11,230.88	1.0	1.0	1.0	1.0	1.0	1.0
00983	Retirement Chief Operations Officer	7,834.47	9,618.68	1.0	1.0	1.0	1.0	1.0	1.0
00984	Retirement Chief Investment Officer	10,249.77	12,584.04	1.0	1.0	1.0	1.0	1.0	1.0
01174	Senior Program Administrator (Communications Officer)	-	-	1.0	1.0	1.0	1.0	0.0	0.0
01174	Senior Program Administrator	3,392.80	4,750.38	2.0	2.0	2.0	2.0	2.0	2.0
01340	Legal Management Asst III-C	2,296.15	3,214.61	0.5	1.0	0.5	1.0	0.5	1.0
01350	Office Assistant III - Confidential	1,836.97	2,572.00	2.0	2.0	2.0	2.0	2.0	2.0
01350	Office Assistant III - Confidential FT	1,836.97	2,572.00	0.0	0.0	0.0	0.0	1.0	1.0
01489	Program Assistant-NE	2,621.57	3,670.56	1.0	1.0	1.0	1.0	1.0	1.0
01617	Chief Technology Officer (Mgr. Application Development)	4,571.30	6,400.45	1.0	1.0	1.0	1.0	1.0	1.0
01711	Benefits Manager (Staff Services Manager III)	3,639.51	5,095.82	3.0	3.0	3.0	3.0	3.0	3.0
01711	Senior IT Specialist (Staff Services Manager III)	3,639.51	5,095.82	1.0	1.0	1.0	1.0	1.0	1.0
01711	Senior IT Specialist (Staff Services Manager III)	3,639.51	5,095.82	1.0	1.0	1.0	1.0	1.0	1.0
01785	Administrative Services Director II	4,521.10	6,329.54	1.0	1.0	1.0	1.0	0.0	0.0
01787	Administrative Services Director IV (Investment Officer)	5,590.77	7,827.08	0.0	0.0	0.1	0.1	1.0	1.0
01814	Retirement Administrator	9,477.96	11,636.49	1.0	1.0	1.0	1.0	1.0	1.0
	Total			34.5	35.0	34.8	35.3	39.5	40.0



# Salary and Benefit Changes



The image features several overlapping geometric shapes in teal, yellow, and green. In the top right, there is a large teal shape, a yellow diamond, and a green diamond. In the bottom left, there is a teal triangle, a yellow triangle, and a green triangle. The text 'Services and Supplies' is centered in the middle of the page.

# Services and Supplies

	2021-22 ACTUAL	2022-23 ADOPTED/ ADJUSTED	Budgets Subject to Administration CAP			Budgets Exempt from Administration CAP				PROPOSED/ ADJUSTED VARIANCE	% INCREASE/ (DECREASE)
			2023-2024 PROPOSED Administrative	2023-2024 PROPOSED IT Support -CAP	2023-2024 PROPOSED Admin-Disability	2023-2024 PROPOSED Investment	2023-2024 PROPOSED IT-Exempt-CAP	2023-2024 PROPOSED Other Expense	2023-2024 PROPOSED COMBINED		
<b>Services &amp; Supplies:</b>											
Board Member Stipend	\$10,800	\$18,000	\$18,000	\$0	\$0	\$0	\$0	\$0	\$18,000	\$0	0.0%
Other Professional Services	36,573	185,350	80,000	0	110,500	0	0	0	190,500	4,550	2.4%
Auditing	40,830	111,380	65,000	0	0	0	0	0	65,000	(46,380)	(41.6%)
Hearing Officers	35,978	114,000	0	0	120,000	0	0	0	120,000	6,000	5.3%
Temporary Services	0	0	0	0	0	0	0	0	0	0	0.0%
Legal	331,882	640,000	80,000	0	55,000	615,000	0	0	750,000	110,000	17.2%
Election Services	10,742	0	0	0	0	0	0	0	0	0	0.0%
Actuary-Valuation	63,000	65,000	0	0	0	0	0	65,000	65,000	0	0.0%
Actuary-GASB 67	13,000	13,500	0	0	0	0	0	13,500	13,500	0	0.0%
Actuary-Assump/Exp	48,000	0	0	0	0	0	0	0	0	0	0.0%
Actuary-415 Calculation	8,355	20,000	0	0	0	0	0	30,000	30,000	10,000	50.0%
Actuary-Misc Hrly Consult	21,523	18,000	0	0	0	0	0	70,000	70,000	52,000	288.3%
Actuary-Actuarial Audit	0	0	0	0	0	0	0	55,000	55,000	55,000	0.0%
Advertising	0	3,000	3,000	0	0	0	0	0	3,000	0	0.0%
Printing	23,681	30,000	60,000	0	0	0	0	0	60,000	30,000	100.0%
Postage	36,424	35,500	75,000	0	700	0	0	0	75,700	40,200	113.2%
Courier	0	0	0	0	0	0	0	0	0	0	0.0%
Telephone	0	0	0	0	0	0	0	0	0	0	0.0%
Courier	0	3,300	3,500	0	0	0	0	0	3,500	200	6.1%
Copy Machine	4,735	5,000	5,000	0	0	0	0	0	5,000	0	0.0%
Insurance - General Liability	15,753	17,000	25,000	0	0	0	0	0	25,000	8,000	47.1%
Insurance - Fiduciary Liability	83,609	110,000	147,000	0	0	0	0	0	147,000	37,000	33.6%
Cost Allocation Charges	41,393	49,566	68,603	0	0	0	0	0	68,603	19,037	38.4%
Education Allowance	0	4,000	4,000	0	0	0	0	0	4,000	0	0.0%
Training/Travel-Staff	14,230	73,300	30,000	40,000	800	15,000	0	0	85,800	5,300	7.4%
Training/Travel-Trustee	3,660	35,700	20,000	0	0	5,000	0	0	25,000	(10,700)	(30.0%)
Travel-Due Diligence-Staff	0	19,100	0	0	0	10,000	0	0	10,000	(9,100)	(47.6%)
Travel-Due Diligence-Trustee	0	21,100	2,000	0	0	5,000	0	0	7,000	(14,100)	(66.8%)
Mileage-Staff	0	4,500	4,000	300	0	500	0	0	4,800	300	6.7%
Mileage-Trustee	0	4,500	4,000	0	0	500	0	0	4,500	0	0.0%
Mileage-Due Diligence-Staff	0	700	0	0	0	500	0	0	500	(200)	(28.6%)
Mileage-Due Diligence-Trustee	0	700	1,000	0	0	500	0	0	1,500	800	114.3%
Auto Allowance	6,300	6,300	6,500	0	0	0	0	0	6,500	(400)	(5.8%)
Facilities-Security	3,436	3,350	4,000	500	0	0	0	0	4,500	550	13.3%
Facilities-Maint & Repairs	1,346	3,300	2,500	1,000	0	0	0	0	3,500	200	6.1%
Equipment-Maint & Repairs	310	2,000	2,000	0	0	0	0	0	2,000	0	0.0%
General Office Expense	2,363	5,300	4,000	0	0	0	0	0	4,000	(1,300)	(32.2%)
Books & Publications	16,352	18,670	6,500	500	0	15,000	0	0	22,000	3,330	17.8%
Office Supplies	6,102	15,000	10,000	0	0	0	0	0	10,000	(5,000)	(33.3%)
Memberships & Dues	16,485	17,570	13,000	750	0	5,000	0	0	18,750	1,180	6.7%
Bank Service Charges	0	0	0	0	0	0	0	0	0	0	0.0%
Offsite Storage	4,351	5,200	5,500	0	0	0	0	0	5,500	300	5.8%
Claims, Judgements & Court Ord	0	0	0	0	0	0	0	0	0	0	0.0%
Rents/Leases-Equipment	0	0	0	0	0	0	0	0	0	0	0.0%
Rents/Leases-Structures	255,640	276,564	230,654	0	0	0	0	0	230,654	14,030	5.1%
Building Operating Expenses	1,422	7,545	8,000	0	0	0	0	0	8,000	455	6.0%
Non-Capital Equipment	0	5,000	0	0	0	0	0	0	0	(5,000)	(100.0%)
Non-Capital Furniture	1,312	2,000	2,000	0	0	0	0	0	2,000	0	0.0%
Depreciation /Amortization	1,582,153	1,553,170	35,000	0	0	0	0	1,500,000	1,535,000	41,830	2.7%
<b>Total Services &amp; Supplies</b>	<b>\$2,866,785</b>	<b>\$3,532,165</b>	<b>\$1,144,757</b>	<b>\$43,050</b>	<b>\$287,000</b>	<b>\$672,000</b>	<b>\$0</b>	<b>\$1,733,500</b>	<b>\$3,880,307</b>	<b>\$348,142</b>	<b>9.3%</b>


# Services and Supplies Subject to Statutory Administration CAP

- Administration Budget (CAP)
- The following increases are present:
  - \$70,200/107.0% is attributed to Printing and Postage services for the VCERA Project for Alameda Corrections (VPAC).
  - \$45,000/35.4% for the increased premium of General, Fiduciary and Cyber Liability insurance coverage.
  - \$19,037/38.4% for Cost Allocation Plan charges projected to be paid to the County for VCERA's share of Human Resources, Payroll Services, and Civil Service Commission support services.
  - \$14,545/5.1% for Office Space and Common Area Charges to align with leasing agreement for the 2023-24 fiscal year.
  - \$1,590/0.2% for various services and supplies, that as a group have a slight increase due to projected need.

# Services and Supplies Subject to Administration CAP

- Administration Budget (**CAP**) Continued
- The following offsetting decreases are projected:
  - \$46,380/41.6% for Auditing due to the postponement of the planned internal audit services engagement.
- Budget (**EXEMPT from CAP**)
- The following increases are projected:
  - \$117,000/307.9% for Actuarial Services due to planned service demand, includes project VPAC.
  - \$115,000/23.0% for Legal services due to private investment reviews.
  - \$39,400/2.7% for Depreciation/Amortization at due to Governmental Accounting Standards Board (GASB) compliance, when System upgrades are required to be capitalized and depreciated.
  - \$2,750/15.9% for books, publications, office supplies and membership & dues services and supplies, projected to increase due to need.
- The following offsetting decreases are projected:
  - \$30,000/44.8% for Trustees and Staff travel & mileage due to reduced planned travel.

# Services and Supplies Subject to Administration CAP

- IT Administrative Support Subdivision Budget
    - \$5,000 increase for IT storage furniture addition
  - Administrative Disability Subdivision Budget
    - \$2,300 sum decrease is projected for Other Professional Services, Hearing Officers, Legal and Postage services and supplies due to expected service demand.
- 

# Services and Supplies Exempt from Administration CAP

- Investment Subdivision Budget
  - \$328,152/80.0% increase in Salaries and Benefits due to new Investment Officer position.
  - \$87,750/15.0% increase in Services and Supplies due to additional legal review at \$115,000/23.0% for private equity and private credit investments and \$2,750/15.9% for various expenses; offset by, \$30,000/44.8% decrease due to reduced staff and trustee training, travel, and mileage.
- Other Expenditure Subdivision Budget
  - \$156,400/9.9% increase due to a \$117,000/307.9% Actuarial services increase due to service & reporting demand and for \$39,400/2.7% increase for Depreciation/Amortization due to projected ongoing V3 upgrades.

The background features several overlapping geometric shapes. In the top right, there is a large teal shape, a yellow diamond, and a green diamond. In the bottom left, there is a teal triangle, a yellow triangle, and a green triangle. The text is centered horizontally in the middle of the page.

# Technology and Contingency



# Technology

## Hardware & Software

- **The Information Technology – Exempt CAP Subdivision Unit is projected to increase by \$767,555/77.0%.**
  - \$630,000/128.6% for System enhancements cost of for V3 service hours at \$405,000, 3<sup>rd</sup> Party Data Vendor Consulting at \$200,000, Vitech Hosting at \$15,000 and annual license fee at \$10,000.
  - \$151,255/143.4% increase for Software License and Maintenance primarily due to planned purchase of reporting system.
  - \$24,500/32.7% increase for Software Support and Maintenance sees due to server maintenance and other monthly recurring cost.
  - \$12,500/39.6% for Website Support and Cloud Services due to anticipated need.
  - Offset by a \$50,700/16.7% decrease due to a projected reduction in Contracted IT support and hardware purchases.

# Contingency Expense

## Contingency

- Contingency expense, \$1,293,500 is \$432,000 more than the previous fiscal year

## Methodology for calculating contingency amount and use

- Ten percent (10%) of the Total Proposed Budget less total Extra-Help costs, to arrive at an adjusted total (further reduced by total Extra-Help costs, per prior Board direction)
- Separately identified and disclosed in the attached proposed budget because it is not a cost of administration until a later budget revision incorporates all or a portion of it into the administrative budget
- Use of contingency requires Board approval

# VCERA Project for Alameda Corrections (VPAC)

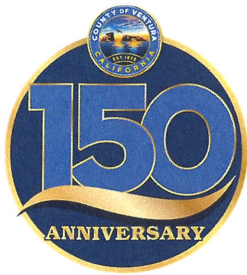
## Purpose

The purpose of this project is to recalculate member contributions and retirement benefits affected by the “Alameda Decision” of July 30, 2020, and process refunds, as necessary.

# VCERA Project for Alameda Corrections (VPAC)

Category	Description	Alameda (VPAC) Projected Budget	FY 2023-2024 Proposed Budget (Reference Only)
<b>Salaries &amp; Benefits</b>	Technical Specialist IV #1 (Fixed Term)	125,936	
	Technical Specialist IV #2 (Fixed Term)	125,936	
	Office Assistant III (Fixed Term)	113,358	
	Program Administrator III (Fixed Term)	161,921	
	<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>527,151</b>	<b>7,746,700</b>
<b>Services &amp; Supplies</b>	Printing	30,000	60,000
	Postage	40,000	75,200
	<i>Remaining Services and Supplies</i>	-	3,745,107
	<b>TOTAL SERVICES &amp; SUPPLIES</b>	<b>70,000</b>	<b>3,880,307</b>
<b>Technology</b>	<u>Technology - V3 - Software</u>		
	Vitech V3 Enhancements	285,000	405,000
	Consulting Services (Data Vendor)	200,000	200,000
	Vitech - V3 Annual License Fee	-	190,000
	<b>SUBTOTAL TECHNOLOGY – V3 – Software</b>	<b>485,000</b>	<b>795,000</b>
	<u>Technology - Software License &amp; Maintenance</u>		
	Reporting Solution (Reporting Software)	150,000	150,000
	<i>Remaining Technology Software Lic &amp; Maint</i>	-	63,400
	<b>SUBTOTAL TECHNOLOGY Software Lic &amp; Maint</b>	<b>150,000</b>	<b>213,400</b>
	<i>Remaining Technology</i>	-	850,000
<b>TOTAL TECHNOLOGY</b>	<b>635,000</b>	<b>1,858,400</b>	
<b>Total Before Contingency</b>	<b>Total Before Contingency</b>	<b>1,232,151</b>	<b>13,485,407</b>
	Contingency	123,215	1,293,500
<b>Total Budget</b>	<b>Total Budget</b>	<b>1,355,366</b>	<b>14,778,907</b>

Note: The above costs do not include additional existing staff time, which will be dedicated to VPAC.



**COUNTY of VENTURA**  
COUNTY EXECUTIVE OFFICE

**Sevet Johnson, PsyD**  
County Executive Officer

**Mike Pettit**  
Assistant County Executive Officer

**Kaye Mand**  
County Chief Financial Officer

**Shawn Atin**  
Assistant County Executive  
Officer/  
Human Resources Director  
Labor Relations

June 14, 2023

VCERA Board of Retirement  
1190 S. Victoria Avenue, Suite 200  
Ventura, CA 93003

Dear VCERA Board Members,

As your Board is aware, VCERA changed the process regarding the handling of disability retirement applications in July 2020, with the adoption of the “New Model Process.” County and VCERA staff have worked to find collaborative approaches to address unique situations under the new process as they have arisen and have been successful in doing so. Like any new process, the parties cannot know where there might be areas of concern until specific fact patterns arise. One such area has recently come to the forefront, and the County believes it is an issue Trustees should be advised of in real time, as delay in communication on this issue could have adverse fiduciary impact on a pending death benefit case. Specifically, there is a pending fast-track case where the County and VCERA’s staff respectfully disagree as to whether the evidence supports that Service-Connected benefits are owed to the deceased employee’s widower. VCERA’s staff is recommending benefits not be granted, whereas the County believes the evidence supports granting death benefits.

Under the current model, in cases where VCERA’s staff recommends granting disability retirement and the County disagrees with this recommendation, the matter is brought before the Board of Retirement to allow Trustees the opportunity to review all the facts prior to making a decision as to whether or not the case should go to full evidentiary hearing. Conversely, in cases where it is the County’s position that the evidence supports granting the disability retirement, and VCERA’s staff is recommending denial, the case does not come before your Board. Instead, the matter is immediately moved to a full evidentiary hearing with Trustees having no awareness that the County, as the employer, believes there is sufficient evidence to grant the VCERA member (or their heir) the requested benefit. Since the inception of the “New Model” this is only the second case where the County has found the evidence sufficient to grant and VCERA’s staff has recommended not granting. Thus, this is a unique circumstance that is made all the more unique in this most recent case, as the death benefit application is under the fast-track program, where the stated purpose is to reach a conclusion as quickly as possible. We believe in instances where it is the County’s position the evidence supports granting benefits and staff disagrees, particularly in a case where fast-track has been substantiated, this disparity should warrant an allowance by the Board to hear why the County believes granting is appropriate in real time, rather than skipping this step.

The County believes the serious/tragic nature of the case in question, and the undisputed position of VCERA’s staff that these facts support fast-track processing, should



allow the Board to at least consider the case, prior to it being automatically moved to a full evidentiary hearing, where additional delay is inevitable. Without this step, Trustees do not have knowledge of the fact that the County believes the current evidence supports benefits are due and cannot consider this prior to the member or the member's heir being required to go through the inevitable delays associated with the hearing process.

Making the change to bring the information to the VCERA Board first in circumstances such as these would bring consistency and equity to the process, aligning it with the current practices occurring where the disagreement is reversed, that allows for your Board to have real time knowledge of the differing opinions. Thus, it is the County's request that the Board review the New Model process and modify it to be consistently applied in circumstances where one party's opinion differs from the other. As it relates to this specific fact pattern the County also kindly requests that the existing, fast-track case be brought before the Board at the July disability hearing rather than immediately assigned to a hearing officer.

Lastly, under the Old Model, VCERA requested cases involving senior leadership within the County or on VCERA's Board not be investigated or handled by Risk Management and were instead reassigned to other CERL organizations for investigation and analysis to avoid any perception of potential conflict. The fast-track case in question, also involves a senior level County official. Maintaining the investigation at staff level seems inconsistent with how other cases involving those in similar leadership roles have been administered in recent years under the Old Model. The County believes consistency on these types of issues is important to the integrity and transparency of the process and would ask that the Board also address how such cases are to be handled under the new model process moving forward.

We would respectfully request this memorandum be placed on the June 26, 2023, agenda for discussion and consideration.

Respectfully submitted,



Catherine Laveau  
Senior Deputy Executive Officer  
Risk Management/Workers' Compensation & Disability Management



Sevet Johnson, PsyD  
County Executive Officer

Cc: Linda Webb, VCERA Retirement Administrator



June 2, 2023

TO: State Association of County Retirement Systems

FROM: Edelman Gilbert Robson & Smith, LLC

RE: **Legislative Update – June 2023**

---

### **General Update**

The Legislature wrapped up two major legislative deadlines in the last few weeks.

May 19<sup>th</sup> was the fiscal committee deadline, where fiscal bills must be heard in the Appropriations Committee in the first house before going to a vote on the floor. On May 18, the Appropriations Committees in both houses held their “suspense hearing,” where they dispensed hundreds of bills on the “suspense file” at once. It is at this point in the legislative process where we see the number of active bills moving through the legislative process decrease, and this year was no exception with many bills being held in the Committee.

Today was another legislative milestone - the House of Origin Deadline, where bills must be voted on the Floor of the House of Origin. Those bills that move forward must have a policy committee hearing in the second house before the summer recess which begins July 14.

**Budget Update.** The Governor released the May Revision of the 2023-23 Budget on May 12. As anticipated, the May Revision projects an increased deficit of \$31.5 billion, up from the figure in January. Given the delayed tax filing deadline, the revenue picture will remain largely uncertain.

The Governor and Legislature must agree on a budget by the June 15 constitutional deadline. Given the revenue uncertainty, we anticipate budget discussions will continue after the budget is formally adopted.

### **Legislation of Interest**

**SB 885 (Committee on Labor, Public Employment and Retirement).** This is the annual committee omnibus bill that contains various cleanup provisions for CalSTRS, CalPERS and CERL systems. The amendments to the CERL make non-substantive,

technical changes as well as conform provisions on Required Minimum Distributions to federal law under the SECURE ACT 2.0 by referencing the federal law instead of a specific age.

The bill is now in the Senate and will be set for a hearing soon.

**AB 1020 (Grayson) – CERL Disability Presumptions.** This bill would establish several new disability retirement presumptions for various injuries and illnesses in the CERL, similar to provisions that exist in the Labor Code. The bill is sponsored by the California Professional Firefighters. The author and sponsor agreed to technical clarifications proposed by SACRS that were amended into the bill this week.

The bill is in the Senate awaiting its policy committee hearing.

**AB 1637 (Irwin) - Local Government Websites and Email Addresses.** This bill requires cities and counties to use a ".gov" or ".ca.gov" domain for websites and email addresses. The bill was recently amended out of the Assembly Appropriations Committee to narrow the bill to cities and counties as well as push out the implementation dates. The previous version of the bill would have applied to all local agencies.

The bill passed out of the Assembly this week and will go to the Senate.

**SB 252 (Gonzalez) – PERS and STRS Fossil Fuel Divestment.** Senator Gonzalez reintroduced SB 1173 from the last legislative session. Like last year, this bill applies to CalPERS and CalSTRS and prohibits the retirement systems from renewing or making new investments in fossil fuel companies as well as requiring them to liquidate existing investments by July 1, 2030, among other requirements. The bill was introduced as part of a package of climate legislation.

Despite opposition from CalPERS and CalSTRS, SB 252 passed the Senate and is now in the Assembly awaiting a hearing.

**SB 660 (Alvarado-Gil) - CA Public Retirement System Agency Cost and Liability Panel.** This bill would establish the CA Public Retirement System Agency Cost and Liability Panel that would be tasked to determine how costs and unfunded liability are apportioned to a public agency when a member changes employers within the same retirement system or concurrently retires with two or more systems that have entered into a reciprocity agreement. The panel would include a member from the State Association of County Retirement Systems (SACRS).

This bill was held in the Senate Appropriations Committee so it will not move further.

## **Public Meeting Bills**



**AB 557 (Hart) - Brown Act Emergency Teleconferencing Sunset Extension.** This bill would remove the sunset in current law to allow teleconferencing during certain emergencies as well as increase the time period when the Board must renew the findings of an emergency or need for social distancing from 30 days to 45 days.

This bill passed out of the Assembly and is now in the Senate.

**SB 537 (Becker) - Teleconference Flexibilities.** This bill would allow expanded teleconference flexibilities for multijurisdictional, cross county legislative bodies if certain requirements are met, along with adding to the list of circumstances where a member is permitted to participate remotely.

This bill passed out of the Senate Governance and Finance Committee in April after being narrowed considerably, including allowing remote participation only if the meeting location is more than 40 miles one way from the member's home, among other requirements that limit the flexibilities in the bill. The new amendments make the bill less useful for many local government entities who previously supported the bill.

We have met with the author's staff and proposed amendments to clarify that local retirement systems are covered by the bill.

The bill passed out of the Senate this week and will go to the Assembly.

# Fixed-Income Markets and Investment Solutions Client Seminar

# 2023

## 11–15 Sep

## Save the Date!

**what** Fixed-Income Markets and Investment Solutions  
**when** 11<sup>th</sup> September to 15<sup>th</sup> September 2023  
**where** Pasadena (Los Angeles), California, United States  
**who** Investment Professionals  
**rsvp** Contact your Client Service Executive

**highlights** Macroeconomic and Market Trends  
Geopolitical Factors  
Global and Unconstrained Investing  
Sustainable Investment Solutions  
Emerging Opportunities in Traditional Public and Private Debt  
Investment Risk Management  
Portfolio Management Challenge

# CALAPRS

EDUCATION • COMMUNICATION • NETWORKING

## UPDATE

SUMMER 2023

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**T**he California Association of Public Retirement Systems (CALAPRS) was pleased to host the Annual General Assembly, March 4 - March 7, 2023 in beautiful seaside Monterey, CA. The General Assembly is an educational conference for retirement system trustees, senior staff, and our annual sponsors. Attendees learned from experts and peers, while getting the opportunity to greet their colleagues face-to-face and network. Here are some of the key takeaways from the educational sessions:

### PUBLIC PENSION ISSUES AND TRENDS

Keith Brainard, Research Director for the National Association of State Retirement Administrators (NASRA), provided a wide ranging look at the fiscal status of public pensions across the US. Of special interest to the audience were the deep dives Mr. Brainard provided in his presentation to specifically call out status and impact on California's 80+/- public plans in particular.

Demonstrating the financial power of combined public pension plans across America with approximately \$5 trillion in assets, supporting the pen-

sions of almost 15 million members, equal to 10% of the nation's work force, Mr. Brainard wowed the audience when he went further and indicated that nearly 25% of those assets, or \$1.24 trillion, were under public pension management in California alone. And great news to Californians, that 25% of assets was in support of only 15% of the total public pension participants across the country. That demonstrates both good financial health as much as healthy benefit levels across California in comparison to the rest of the nation.

A sobering portion of Mr. Brainard's presentation did however focus our attention on various challenges still facing plans, from high inflation to slow growth in new hires, pointing in particular to the market losses of 2022 that were eating up the near record setting gains made by most systems in 2021. He noted that the nation's pension systems in aggregate had returned 25.8% for FY ended June 30, 2021, but the median public pension fund investment return dropped by 9.35% for the FY ended June 30, 2022. The FY 2022 losses negated the FY 2021 gains.

### INTO THE BREACH: HOW RETIREMENT

CONTINUED ON PAGE 3

# PRESIDENT'S CORNER

BY DAVE NELSEN, ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION



**C**hange. For some, it's a word that brings anxiety, sweaty palms, and the vague uneasiness of the unknown. For others, it is exciting, challenging, energizing, and offers welcome respite from the ordinary and mundane. Whichever side you are on, or somewhere in the middle, we all know it is the one constant in our lives. No matter

how hard we strive for stability, change happens. As we slowly work our way out of the COVID-19 Pandemic, we have all experienced a tremendous amount of change.

Three years ago our systems had to pivot to a virtual environment. We developed new ways to meet our customer needs, and our customers developed the familiarity to operate in that same environment. Now, as we move away from the urgency of the pandemic, we are continuing to use these new methods of service delivery, as well as modify what the workplace looks like. This new hybrid environment offers the best of both worlds. Our team members enjoy balance without losing their sense of work community, and our customers have unprecedented flexibility to interact with us in the way that works best in the moment.

In the world of many of our business partners, we have seen so much in transition. The market has shown dizzying volatility, inflation has hit highs unseen in decades, and the challenge to earn the returns necessary to fund our benefits has required steady, diligent hands on the wheel from our advisors and managers. There is politicization of investment strategies, and the creeping influence of those who wish to see public DB programs go the way of private DB plans. Internally, these folks are also facing their own transitions in the workplace. They, like us, are striving to increase the participation of all in their endeavors, as well as manage the changing needs of today's employee.

Here at CALAPRS, we have seen significant changes as well. While we pivoted early to an entirely virtual slate of educational programs, we are moving to the new normal of a hybrid model. It was wonderful to see everyone at our General Assembly in Monterey, and it was very well attended. While the program was well planned and delivered by Johanna Schick and her committee, seeing each other in person again was a highlight! You will see that some of our future programs will also be in person, while others, such as Roundtables, will likely remain via Zoom.

We have also seen changes with our Board of Directors. In the last year or so, we have said good bye to a number of long time Board members. Hugo Wildman, Julie Wyne, Jeff Wickman, Roberto Peña, and Carl Nelson have all left after contributing so much during their long tenure on the Board, and we will say goodbye to another one at the end of this year. We miss them. However, it is no small comfort to see the incredibly talented new group of Directors come in, excited to contribute, and equally committed to the mission of providing outstanding educational and networking opportunities to our team members and trustees!

After the well-attended and successful 2023 General Assembly in Monterey, CALAPRS has on tap more quality training opportunities. The 2023 Principles for Trustees program will be back at Pepperdine this August. For March 2024 the CALAPRS General Assembly will return to Rancho Mirage. Providing for solid fiduciary, investment, actuarial, and operational knowledge is a foundational function of CALAPRS. Please visit [www.calaprs.org](http://www.calaprs.org) to access the training and informational resources the organization can provide, including an updated program calendar.

While this is not my first year on the Board of Directors, it is my first as President. I look forward to the opportunity to work with all of you in the coming months, and to continue the long tradition of CALAPRS being a guiding light in the California pension community.

## CALAPRS 2023 BOARD OF DIRECTORS

### PRESIDENT:

David Nelsen - Alameda County Employees' Retirement Association

### 1ST VICE PRESIDENT:

Gail Strohl - Contra Costa County Employees' Retirement Association

### 2ND VICE PRESIDENT:

Debby Cherney - San Bernardino County Employees' Retirement Association

### SECRETARY:

Gregg Rademacher - San Diego City Employees' Retirement System

### TREASURER:

Greg Levin - Santa Barbara County Employees' Retirement System

### DIRECTORS:

Steve Delaney - Orange County Employees' Retirement Association  
Leanne Malison - Tulare County Employees' Retirement Association  
Kristen Santos - Merced County Employees' Retirement Association  
Johanna Shick - San Joaquin County Employees' Retirement Association

### CALAPRS STAFF:

Alison Trejo, CAE - Administrator  
Chezka Solon - Meetings Manager  
Adriana Pannick - Administrative Manager  
Ashley Nantell Burke - Administrative Coordinator  
Amy Dam - Accounting Manager



## BOARDS CAN GET INTO TROUBLE AND HOW NOT TO BE ONE OF THEM

Maytak Chin, Partner at Reed Smith LLP, and Cristal Rodriguez, Santa Barbara CERS Deputy General Counsel, gave Oscar-worthy performances role-playing as the retiree association's attorney (Chin) and Board of Retirement trustee (Rodriguez) in a video-taped mock deposition as part of the retirees' lawsuit alleging the Board breached its fiduciary duty in underfunding the system and making imprudent decisions. The trustee's candid thoughts provided a cautionary tale of ways trustees can run afoul their fiduciary duties: "...I don't understand why we make it so complicated.... I think investing in 30 Dow-Jones companies should be enough"; "...we should get ...[the agenda topics] done quickly. Everyone has been complaining our meetings last too long"; "They just took the investment consultant's report and approved it without discussion...we should just go with what [the consultant] thinks..." and "My union president told me I was put on the Board to look out for the union's interests." This fun, engaging presentation delighted audience members, who paused the video by identifying potential breaches of five fundamental fiduciary duties: (1) Loyalty: act in the best interests of the members and beneficiaries; (2) Exclusive Benefit: use plan assets only to pay benefits and reasonable administrative expenses; (3) Prudence: use a fair, open, deliberative process, be knowledgeable about the decisions you make, seek experts' advice, and document the proceedings; (4) Diversification: invest the portfolio to minimize risk and maximize return; and (5) Follow the Plan: administer the Plan in accordance with the Plan documents – including the Constitution, federal and state laws, and Board policies.

Kudos to Maytak and Cristal for making fiduciary education engaging, memorable, and fun. A CALAPRS version of the Golden Tomato Award may be in your future!

## KEYNOTE SESSION - SEARCHING FOR A SOFT LANDING IN 2023

Brian Nick, Chief Investment Strategist from Nuveen, provided a keynote session on Searching for a Soft Landing in 2023. In his address, Mr. Nick argued that a base case for 2023 would feature three main themes: (1) That the global economy will slow but remain comfortably out of recession; (2) That strong private sector balance sheets will support spending and hiring; and (3) That inflation moderates without a large increase in unemployment. He offered two potential downside cases. The first would be a hard landing and recession by mid-year, with the spending-hiring cycle crushed under the weight of higher interest rates. This scenario contemplated that central banks would then cut interest rates, but this appears to have a very low probability. The other downside case is that we simply have "no landing," and remain in a jittery market with recession risk shifting into 2024. Overall concerns about which we should remain vigilant include continued geopolitical risks, political dysfunction, and China's reopening post-Covid.

## GEOPOLITICAL VIEWS FOR 2023

The Geopolitical Risks Not Yet Resolved in 2023 presentation by Matt Gertken was fantastic. The presentation provided food for thought about the challenging demographics being faced by China as it seeks to develop its economy. The presenter also thoughtfully tied that into the different but similar challenges faced by the USA. One interesting insight Mr. Gertken had is that there is often a lag between a Geopolitical event and the market effect of that event.

## THE INVESTMENT WORLD IN 2023: TIME FOR THE NEW SIMPLICITY?

Verus CIO, Ian Toner, explained why simplicity in investing matters. Mr. Toner is responsible for the overall investment and risk output at Verus and is responsible for the final determination of the firm's overall investment positioning. It was explained the money supply has increased rapidly due to a large wave of fiscal stimulus to help support and mitigate the impacts of a global shutdown as a result of the pandemic, but the velocity of money has quickly shifted. Mortgage rates are up, lending standards have tightened, and housing affordability all contributed to this. The impacts of Covid on the money supply have been more impactful than the Global Financial Crisis. This has led to a tendency to focus on complexity as a solution to investment problems; however, simple can be sophisticated. Simpler, cost-effective and liquid assets are looking more appealing than they have in the past and will be chosen more by investors. Rising interest rates and cheaper assets are boosting expected returns for the coming years and result in far stronger portfolio performance over the long term. This is an upside to the pain of 2022. While the recent low expected return environment has pressured investors to take more risk, complex solutions are harder to understand and are likely to behave in different ways that can be hard to model. Choosing the simple approach can be more sophisticated and tried-and-true, and the probability of unpleasant surprises is often reduced.

## INTELLIGENT AUTOMATION TRANSFORMATION WITHIN PUBLIC SECTOR - A POINT OF VIEW

Robert Pucci, Executive Director of Intelligent Automation, State of Tennessee shared his considerable expertise in leveraging intelligent automation to establish a "best-in-class" automation program to bring Tennessee from "Good" to "Great" in supporting their citizens and workers. Mr. Pucci provided an oratory journey through his team's efforts to build Robotic Process Automation (RPA) to weave together the various Tennessee information systems by sharing information programmatically without relying on physical worker intervention to re-key from one system to another. Early efforts have provided significant efficiencies and improved quality results. A special guest speaker, William Falquero, Vice President Roboyo Global, highlighted his current project with the Orange County Employees' Retirement System to identify where RPA's can be leveraged into public pension plan administration.

CONTINUED ON PAGE 4

## TRACKING PRODUCTIVITY & PERFORMANCE MEASURES

In this session, Kimberlee Pulido, Chief, Retirement Benefit Services Division and Tim Taylor, Chief, Enterprise Solutions Development Division, discussed various aspects of productivity and performance measures at CalPERS. During the early days of the COVID Pandemic, many of us found ourselves relying more on data measurement. We needed to know several things; was the work getting done, what was the quality of the work getting done, and were people being fully utilized in their daily job assignments.

As the panel discussed, CalPERS was no different. Fortunately for them, they had measures and systems in place to answer most of the data questions they had. Since then, they have been adding new measures to meet their needs, and expanding the use of their technology to track and monitor performance.

One highlight of their effort includes the ability to track real time spent on an individual's job tasks and compare that against estimated time to complete the same amount of work. This helps them analyze over time whether a person is exceeding standards or perhaps needs support to perform at standard. Additionally, they are able to determine from a budgeting standpoint the cost to complete the different work streams, which helps them decide how to assign resources and get value for process improvement initiatives.

Kimberlee and Tim also did a great job highlighting the use of their data dashboards. By sharing these management tools, they provided tips and a possible easy to maintain technology platform for us to explore in our own data measurement efforts. Once again, our peers at CalPERS provided great insight for all of us to consider and possibly use!

## DIGITAL OPPORTUNITIES PANEL: ONLINE RETIREMENT PROCESS, TRUSTEE ELECTRONIC ELECTIONS, AND MULTI-FACTOR AUTHENTICATION/ID-ME

Dani Couture, Communications Manager with SBCERS, discussed how a hybrid election for safety members was recently completed. Paper and electronic ballots were utilized. More than half of the ballots returned were electronic. Voter turnout was up 4% compared to the prior election. In order to continue to increase turnout, member education is important.

Suzanne Jenike, Assistant CEO of External Operations at OCERS, explained how OCERS has been accepting retirement applications through the member self service portal for over 15 years. Last year, 95% of retirement applications were received through the portal. Other transactions can occur through the portal, including beneficiary changes and submission of various forms. Future upgrades include the ability to upload required documents and the addition of a status tracker. It is recommended to have a portal that integrates with other systems to reduce errors.

Tim Taylor, Enterprise Solutions Development Division at CalPERS,

described the myCalPERS electronic platform and the information provided. The Know Your Customer platform is utilized to maximize accuracy. Artificial Intelligence and Machine Learning is used for real-time fraud detection and identify verification.

## LDRM & THE IMPACT OF INFLATION ON LIABILITIES

Todd Tauzer, Vice President & Actuary with Segal discussed two areas of interest for pension plans. He began his remarks by addressing the impact of inflation on liabilities. Given the headline news regarding high inflation and the various strategies being employed to rein it in, this was a timely topic. Mr. Tauzer reminded the audience that actuaries use a long-term approach to nearly everything, including the impact of inflation and that has not changed even with the relatively short-term high inflation experience. Reviewing historical numbers (20 to 30 years) and considering long-term projections, most plans' inflation numbers are probably reasonable. One item of note is that the return outlook may be improving given recent experience. Rising inflation may cause high cost of living adjustments and salaries that could impact liabilities. Current market assumptions from various sources are being adjusted regularly in response to changing market conditions.

The second topic addressed by Mr. Tauzer was the new Low Default Risk Obligation Measure (LDRM) reporting required by ASOP 4. The requirement goes into effect February 15, 2023. This requires three new disclosures in the actuarial valuation report.

1. Disclosure of the implications of a plan's contribution allocation procedure or funding policy. This will not have a significant impact on California pension plans.
2. Disclosure of a reasonable actuarially determined contribution (ARC), actuarial cost method, asset smoothing method, amortization method, and output smoothing. California plans already meet this requirement.
3. Disclosure of LDRM. This disclosure calculates the discount rate using low default risk income securities. This will result in the reporting of higher and more volatile liabilities. Mr. Tauzer reminded the audience that the plan's contributions are not based on this measure. It will, however, require clear explanation from the actuary to ensure that the reader of a valuation understands the difference between the LDRM discount rate and the actual discount rate used by the plan. The LDRM disclosure will likely be reported in the risk section of the valuation. Pension plans and their actuaries are monitoring recommendations regarding this type of disclosure with concern that there will be an effort by some interest groups to expand the role of LDRM in actuarial valuations and recommendations.

## THANK YOU TO THE 2023 GENERAL ASSEMBLY PLANNING COMMITTEE

Chair: Johanna Shick, San Joaquin County Employees' Retirement Association  
Steve Delaney, Orange County Employees' Retirement Association  
Scott Hood, San Mateo County Employees' Retirement Association  
Greg Levin, Santa Barbara County Employees' Retirement System  
Dave Nelsen, Alameda County Employees' Retirement Association



# CALAPRS

EDUCATION • COMMUNICATION • NETWORKING

California Association of Public Retirement Systems

# SAVE THE DATE

— ANNUAL GENERAL ASSEMBLY —

## MARCH 2 – 5, 2024

OMNI RANCHO LAS PALMAS RESORT  
RANCHO MIRAGE, CA

# CALAPRS PROGRAM CALENDAR

The following programs are currently scheduled for our member retirement system Administrators, staff, and trustees. Detailed agendas and registration may be found on the CALAPRS website as it becomes available. Program dates are subject to change and the CALAPRS website will always contain the most up-to-date calendar.

## 2023

### Management Academy, Module 2

June 12-14, 2023  
Pasadena, CA

### Benefits' Round Table

Thursday, June 22, 2023  
Virtual Program

### Administrators' Round Table

Friday, June 23, 2023  
Virtual Program

### Management Academy, Module 3

July 17-19, 2023  
Pasadena, CA

### Principles of Pension Governance for Trustees

Monday-Thursday, August 28 - 31, 2023  
Pepperdine University - Malibu, CA

### Attorneys' Round Table

Friday, September 8, 2023  
Virtual Program

### Accountants Round Table

Tuesday, September 12, 2023  
Virtual Program

### Administrative Assistants Round Table

Tuesday, September 19, 2023  
Virtual Program

### Administrators' Institute

Wednesday-Friday, September 27-29, 2023  
Quail Lodge - Carmel, CA

### Information Technology Round Table

Friday, October 6, 2023  
Virtual Program

### Legal Support Round Table

Friday, October 13, 2023  
Virtual Program

### Compliance Round Table

Tuesday, October 17, 2023  
Virtual Program

### Trustees Round Table

Friday, October 27, 2023  
Virtual Program

### Intermediate Course in Retirement Plan Administration

Wednesday-Friday, November 1-3, 2023  
Burbank, CA

### Investments Round Table

Thursday, November 30, 2023  
Virtual Program

### Benefits Round Table

Friday, December 1, 2023  
Virtual Program

### Advanced Course in Retirement Plan Administration

Wednesday-Friday, December 6-8, 2023  
Burbank, CA

## 2024

### General Assembly

Sunday-Tuesday, March 2-5, 2024  
Rancho Mirage, CA

## NOTICE: CALAPRS ANNUAL BUSINESS MEETING

### DURING THE ADMINISTRATORS' INSTITUTE

Friday, September 29, 2023  
Quail Lodge, Carmel, CA

### BOARD NOMINATION PROCESS

A three-person Nominating Committee, confirmed by the general membership at the meeting scheduled in September, shall nominate members to serve on the Board of Directors. Representatives may place their name in nomination by notifying a member of the Nominating Committee. Nominations may also be submitted to the CALAPRS administrator for submission to the Nominating Committee prior to the close of the nominating period. Details may be found at [calaprs.org/governance](http://calaprs.org/governance).





## CALAPRS RETURNS TO UCLA WITH ADVANCED PRINCIPLES FOR TRUSTEES

CALAPRS was pleased to offer the Advanced Principles of Pension Governance course for trustees again in 2023. Participants from across the state gathered in March at UCLA's Meyer and Renee Luskin Conference Center for this educational program for experienced trustees designed to foster the professional, intellectual, and personal development required to serve on the board of a public pension system in California. Congratulations to the Class of 2023, pictured above with several of the course instructors including Mark Hovey, Valter Viola, Todd Tauzer, and Paul Angelo:

- Sandie Arnott - San Mateo County Employees' Retirement Association
- Alysia Bonner - Fresno County Employees' Retirement Association
- Dustin Contreras - Kern County Employees' Retirement Association
- Michael Daly - Santa Barbara County Employees' Retirement System
- Amos Eaton - Sonoma County Employees' Retirement Association
- Elizabeth Ginsberg - Los Angeles County Employees' Retirement Association
- Don Gross - City of Fresno Retirement Systems
- Jim Hamilton - San Luis Obispo County Pension Trust
- Howard Lee - San Jose Fire & Police Employees' Retirement System
- Eswar Menon - San Jose Fire & Police Employees' Retirement System
- Steve Moore - San Joaquin County Employees' Retirement Association
- Jae Park - East Bay Municipal Utility District
- Riley Talford - Fresno County Employees' Retirement Association
- Tyler Whitezell - Kern County Employees' Retirement Association



## CALAPRS' ACADEMY FOR MANAGERS & SUPERVISORS IS BACK IN-PERSON

The CALAPRS Management & Leadership Academy is an annual program offered for mid-level managers in California public pension systems. The Academy provides outstanding training and exposure to enterprise management, problem-solving, leadership and a feedback component in the retirement system context. Congratulations to the 2022 participants, pictured above:

- Olivia Applegate - San Bernardino County Employees' Retirement Association
- Eve Cavender - San Joaquin County Employees' Retirement Association
- Michelle Chan - Los Angeles Fire & Police Pension System
- Nichole Cheung - Los Angeles Fire & Police Pension System
- Melinda DeOliveira - San Joaquin County Employees' Retirement Association
- Lori Epstein - Contra Costa County Employees' Retirement Association
- Crystal Jackson - Kern County Employees' Retirement Association
- Wendy Johnson - Los Angeles City Employees' Retirement System
- Rafael Lopez - Orange County Employees' Retirement System
- Mario Martinez - Alameda County Employees' Retirement Association
- Jose Martinez - Sacramento County Employees' Retirement System
- Aimee Morton - Kern County Employees' Retirement Association
- Alejandro Ochoa - Los Angeles County Employees' Retirement Assoc.
- Monica Pena - Fresno County Employees' Retirement Association
- Ricardo Salinas - Los Angeles County Employees' Retirement Assoc.
- Martin Sandoval - Los Angeles County Employees' Retirement Assoc.
- Elizabeth Smith - Los Angeles County Employees' Retirement Assoc.
- Jenna Taylor - Sacramento County Employees' Retirement System
- Tobi Umodu - San Bernardino County Employees' Retirement Assoc.
- Kevin Weller - Alameda County Employees' Retirement Association



The CALAPRS Toigo Award was presented to Carl Nelson, Executive Director and CIO of San Luis Obispo County Pension Trust. The CALAPRS Board of Directors gathered around Carl at the General Assembly where the award was presented: (pictured from left to right): Gregg Rademacher, Greg Levin, Gail Strohl, Leanne Malison, Debby Cherney, Carl Nelson, Johanna Shick, Dave Nelsen, Steve Delaney, Anthony Suine.

## CARL NELSON RECEIVES CALAPRS TOIGO AWARD

**R**obert Anthony Toigo was a California State Legislator, and acted as the Chief-of-Staff for Speaker of the Assembly, Leo McCarthy. In June of 1984, Robert (“Bob”) Toigo had just completed work as the Chairman for the campaign to pass Proposition 21 – a proposition that would make the Prudent Person Rule related to pension plan trustees a part of California’s constitution and that would open the door for public retirement plans to invest in an expanded number of asset classes. Following the successful campaign, Toigo, with several thousand dollars remaining in the campaign’s account, joined with several public pension administrators throughout the state to create an organization for improving the level of education of public pension trustees. Toigo’s funds helped to provide seed money and with it the group formed the California Association of Public Retirement Systems (CALAPRS), an association that would have as its central purpose to provide quality educational opportunities for public retirement plan Trustees, staff and others interested in the administration and understanding of public retirement systems.

After his untimely death in 1993, CALAPRS instituted an Award in his name. The Toigo Award recognizes individuals who have demonstrably and meaningfully contributed to advancing the mission of CALAPRS and provided outstanding service to public retirement systems in California through relationship with CALAPRS and its member systems and participation in CALAPRS programs.

There have been just nine recipients of this award since 1994, and another name has been added to that honorable roster – Carl Nelson who currently serves as Executive Director and CIO of San Luis Obispo County Pension Trust.

Carl joined the San Luis Obispo system in July 2009 as Deputy

Executive Secretary. In July 2013 he took over the reins as Executive Director on the retirement of his predecessor. Before relocating to San Luis Obispo in 2009, Carl spent 15 years in local government finance in Colorado including stints as Finance Director for the Town of Firestone and Finance Manager for the Highlands Ranch Metropolitan Districts / Centennial Water & Sanitation District set of interlocking special districts. Early in his career Carl started as an investment analyst with the pension fund for Public Service Company of Colorado as well as corporate finance there. Carl has his undergraduate degree in Finance and an MBA from the University of Colorado at Denver. Carl is also a Chartered Financial Analyst.

Carl served as a dedicated and engaged Board member of CALAPRS for 8 years – starting in 2015. He served in the role of Vice President for 4 years and President for 3 years. His calm and thoughtful leadership efforts and hands-on approach with managing many programs and activities have played a key role in securing CALAPRS’ stability as an association during a uniquely trying time - the pandemic. Under his leadership, the CALAPRS Board was able to thoughtfully and efficiently make important decisions about how to provide key resources and value to members in a virtual world. He has also contributed to numerous committees over the years, and has been a regular presenter at the Management Academy, Principles for Trustees, and Staff Training classes to educate our members.

His career of distinguished service has touched on all three cornerstones of CALAPRS – Education, Networking, Communication – in important ways.

The award was presented by CALAPRS President David Nelsen at the 2023 CALAPRS General Assembly in Monterey, CA.





# REGISTER NOW: PRINCIPLES OF PENSION GOVERNANCE FOR TRUSTEES

AUGUST 28 - 31, 2023

PEPPERDINE UNIVERSITY - MALIBU, CA

Public Pension Fund Trustees bear a heavy fiduciary burden. On a cumulative basis, California's Constitution holds our members' 350 Trustees accountable for the stewardship of more than \$450 Billion in retirement fund assets. 40 California public pension systems belong to CALAPRS. Over the past 20+ years, Trustees of our member retirement systems have participated in this unique training program presented exclusively for California public retirement system board members. This training focuses on the practical aspects of our Trustees' duties, and is designed for new trustees, or those seeking a refresher.

The three-day intensive program begins with a test what will be reviewed at the end of the course, then continues with a combination of team teaching, case studies, and mock board problem solving. All course materials are based on actual California public pension fund law, policies, practices, and problems.

The following topics are covered during this program:

- Fiduciary Duty and Sound Decision Making
- Required AB 1234 Ethics Training for Public Fund Trustees
- Benefits Provided and the Board's Role
- Key Issues in Disability Retirement
- Disability Case Study
- Addressing Pension Liabilities
- Investment Policy Basics
- Overseeing the Investment Program
- How a Board Should Function
- Stakeholder Case Study

## WHY ATTEND?

- To gain insight into public pension policy issues
- To discuss alternative solutions to common problems
- To understand the complexities involved in administering public pension plans
- To appreciate the differences and similarities among California public pension plans
- To network with other Trustees and pension professionals
- To increase familiarity with pension terminology and concepts
- To receive the ethics training required for new Trustees

## WHO SHOULD ATTEND THIS PROGRAM?

The course is for Trustees. Attendance is recommended within the first year after assuming office. Experienced Trustees will use the program as a comprehensive refresher course.

## REGISTER NOW!

To learn more and to register by the July 30th deadline, visit [www.calaprs.org/trusteeeducation](http://www.calaprs.org/trusteeeducation)





# Q1 2023

## PRIVATE EQUITY MARKET OVERVIEW

Venture Capital  
U.S. Private Equity  
Europe Private Equity  
Secondaries

# Abbott Capital Management, LLC

## Q1 2023 Private Equity Market Overview

### OVERVIEW

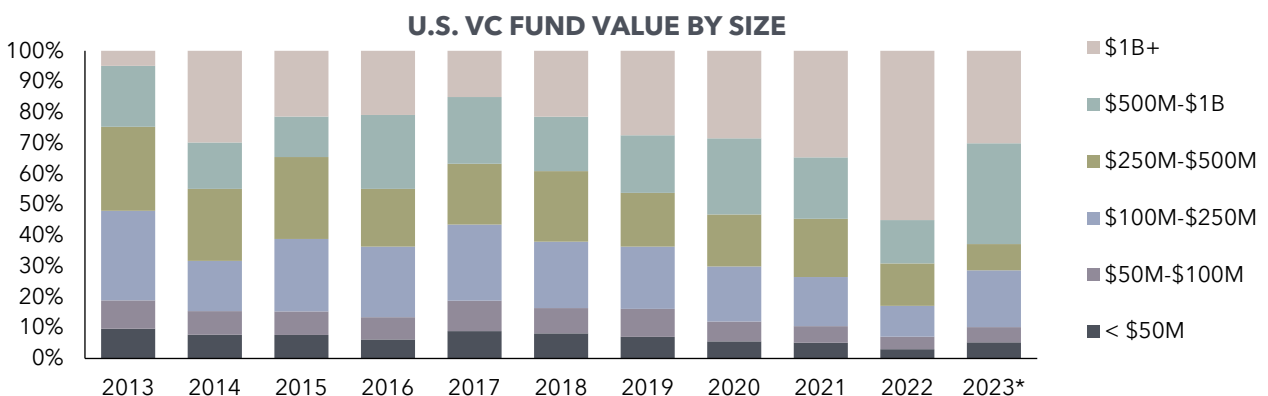
As the first quarter of 2023 drew to a close, public attention and certainly the domestic private equity ecosystem remained captivated by the collapse of Silicon Valley Bank (SVB) and, to a lesser extent, Signature Bank. For several days in mid-March, uncertainty reigned as customers wondered whether they would have access to their deposits, and companies' VC-backers scrambled to ensure that payrolls could be met. The markets, of course, ultimately absorbed the news of both the collapse and the rescue (and the similar failure of First Republic and government-brokered sale of Credit Suisse in the second quarter). While this might have been a canary in a coalmine, the S&P 500 ended the quarter up 7.5% for the first three months of 2023, and 15.8% above its nadir in October 2022. Fears of a banking system meltdown were generally allayed.

Meanwhile, the U.S. Federal Reserve continued its fight against inflation, raising the policy rate twice by a total of 50 basis points in the first quarter of the year. While the hopeful still imagined a U.S. (or global) economy that was capable of escaping recession, in particular due to the continued resilience of consumer spending, other market watchers appear to have expected a different course. Goldman Sachs placed the 12-month probability of a recession at only 35%<sup>1</sup>, a model generated by The Conference Board (a global, non-profit think tank) placed the probability at 99%, and the Federal Reserve split the difference at 58% based on Treasury spreads.

As highlighted further below, most areas of the private equity markets slowed in the first quarter of 2023, with secondaries being the exception. VC-backed companies appear to be focused on reducing burn rate and extending their runway of cash until they can grow into the lofty valuations at which many raised capital in the last few years, resulting in an apparent decrease in follow-on investment activity. Tighter credit conditions, or at least more expensive debt service, likely contributed to the slower pace of buyout investing across geographies and size. In some cases, a likely mismatch between seller and buyer expectations about pricing and future growth prospects may have had a similar effect on investment activity.

### VENTURE CAPITAL

- Venture capital fundraising in Q1 2023 lagged historical levels given an overall slowdown in market activity, an all-time high level of dry powder, and the market's re-rating of much of the technology sector.
  - In Q1, 99 U.S. venture capital funds closed on approximately \$12 billion, representing only about 7% of the aggregate 2022 capital raised. Notably, capital continues to be concentrated in larger funds with approximately 63% of the capital raised in Q1 allocated to funds greater than \$500 million.



Data Source: Q1 2023 PitchBook-NVCA Venture Monitor. \*Data through 3/31/2023

<sup>1</sup> <https://www.thestreet.com/economy/goldman-sachs-small-chance-recession>

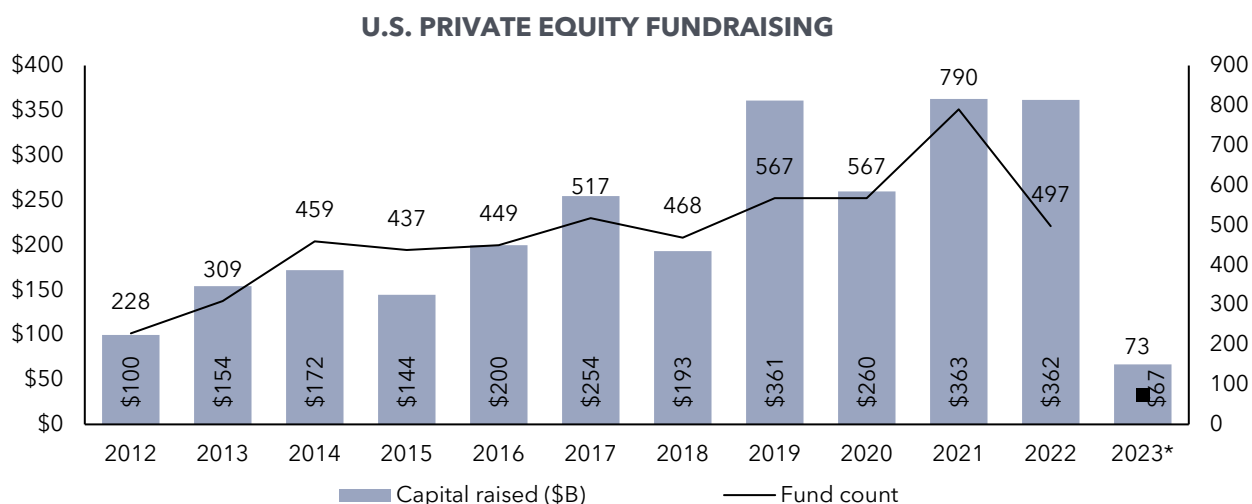
# Abbott Capital Management, LLC

## Q1 2023 Private Equity Market Overview

- Venture capitalists invested \$37 billion in 3,888 deals in Q1 2023 (includes estimated deal count of 1,032), which is comparable to the investment activity experienced during early COVID (Q1 2020).
  - Angel and seed activity has seen the largest decline in deal value and deal volume. These stages historically represent nearly 45% of the overall deals by count, and in Q1 2023 they accounted for just 25%.
  - Late-stage deal value in Q1 declined to \$12 billion, the lowest since Q4 2017, along with median valuations which experienced a 17% decline from 2022's full year figure.
- Exits remained challenged in the first quarter of the year with the lowest quarterly activity by value in at least the last ten years.
  - The IPO markets remain effectively closed leading to a heightened backlog of IPO-ready businesses in Q1, with only 20 observed offerings and over 200 estimated to be in the IPO backlog.

## U.S. PRIVATE EQUITY

- U.S. private equity fundraising levels in 2023 through Q1 were similar to those seen in the first quarter of 2022.
  - During the quarter, 73 funds closed on just under \$67 billion, comparable to Q1 2022, when 98 funds closed on \$65 billion. However, on an annualized basis, this would put 2023's full year total well behind 2022's of \$362 billion across 497 funds.



Data Source: PitchBook's Q1 2023 U.S. PE Breakdown. \*Data as of 3/31/2023.

- Private equity deal value rose 11% between Q4 2022 and Q1 2023 (includes estimated deal value of \$36 billion for Q4 2022 and \$86 billion for Q1 2023), while deal count fell by 9% over the period (includes estimated deal count of 530 for Q4 2022 and 837 for Q1 2023).
- Exit activity continued to contract in the first quarter of 2023.
  - Q1 2023 produced the second consecutive quarterly decline of exit activity both by count and by value.
  - As noted in our year-end market overview, the IPO market was effectively shuttered. Just four U.S. private equity backed companies went public during the quarter, which follows 2022's sparse total of 13 such listings.



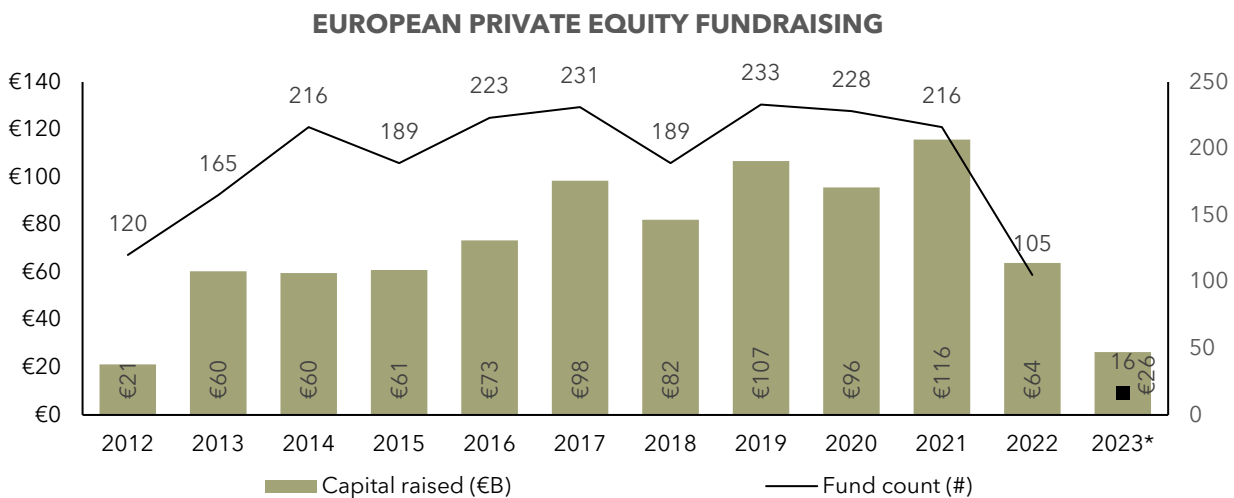
# Abbott Capital Management, LLC

## Q1 2023 Private Equity Market Overview

- The U.S. private equity “exit-to-investment” ratio declined to 0.33x, from 2022’s already low 0.39x. Fewer exits indicated a slowdown of distributions to LPs, which, coupled with the denominator effect, may have constrained limited partner capacity to make new commitments and impacted fundraising.

## EUROPE PRIVATE EQUITY

- European private equity fundraising in Q1 2023 recovered somewhat compared to Q1 2022, as 16 funds closed on €26 billion of commitments (compared to 23 funds and €21 billion in Q1 2022).
  - The average amount raised per fund more than doubled from €718 million in 2022 to €1.8 billion in Q1 2023, with several more established long-standing private equity firms securing commitments.



Data Source: PitchBook's Q1 2023 European PE Breakdown. \*Data as of 3/31/2023.

- European dealmaking slowed in Q1 2023 from the prior quarter, with 1,932 investments totaling €183 billion of value closing (includes estimated deal count of 774 and deal value of €73 billion). When compared to Q1 2022, deal value decreased by 7% but deal count increased by 6%.
- European private equity exit activity was also subdued in Q1, with 362 liquidity events totaling €71 billion of value transacting during the quarter (includes estimated exit value of €22 billion and exit count of 168), representing a plateauing for number of exits and a decline of 12% for exit value when compared to Q1 2022.
- European median buyout multiples declined by over four turns from of 14.5x EV/EBITDA in Q1 2022 to 10.2x EV/EBITDA in Q1 2023.

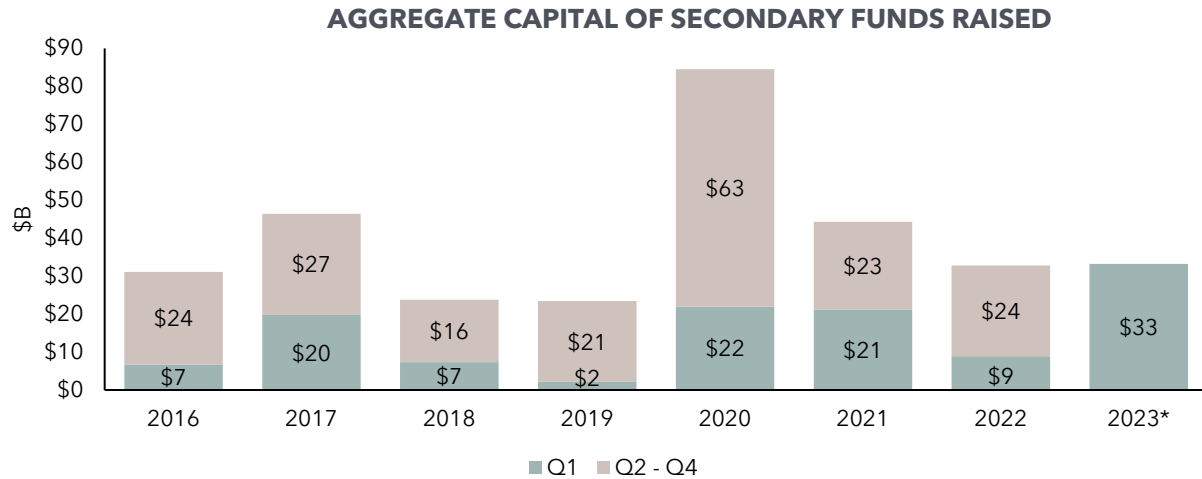
## SECONDARIES

- Secondary fundraising ramped up dramatically in Q1 2023 with \$33 billion in aggregate capital raised globally vs. just \$4 billion raised in Q4 2022.
  - The \$33 billion of capital raised in the first quarter exceeded the entire amount raised in 2022 of \$33 billion.
  - The number of funds closed in the first quarter remained relatively stable at 14, on par with the 15 funds which closed in Q4 2022.

# Abbott Capital Management, LLC

## Q1 2023 Private Equity Market Overview

- Deal volume continued to improve, with PJT Partners estimating between \$22 - \$27 billion of transactions in Q1 2023.



Data Source: Preqin. Downloaded 5/9/2023. Data based on total fund size at final close. \*Data as of 3/31/2023.



## ABOUT ABBOTT

Abbott Capital Management, LLC was founded in 1986 with the objective of providing long-term continuity and accountability in private equity portfolio management. As a leading independent investment adviser specializing in the creation and management of private equity investment programs, Abbott manages assets for a global investor base comprised of public, corporate, and multi-employer pension funds, foundations, endowments, family offices, and high net worth individuals.

### SOURCES

Unless otherwise noted, with respect to private equity information, data sourced through: PitchBook's Q1 2023 US PE Breakdown, PitchBook's Q1 2022 US PE Breakdown, and PitchBook's Q1 2023 European PE Breakdown.

Unless otherwise noted, with respect to venture capital information, data sourced through: Pitchbook's Q1 2023 PitchBook-NVCA Venture Monitor.

Unless otherwise noted, with respect to secondaries information, data sourced through: Preqin. Downloaded 5/09/2023.

### IMPORTANT INFORMATION

Past performance is not a guide to future results and is not indicative of expected realized returns.

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